

CASE NO.

IN THE
SUPREME COURT OF NEVADA

Electronically Filed
Feb 05 2021 03:23 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 3 OF 9

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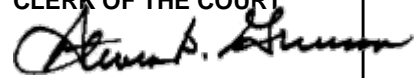
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TAB 41



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derivatively by one of its two members, R Squared Global Solutions, LLC*

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. 16

Consolidated with:

Case No.: A-17-760537-B

HEARING REQUESTED

**MOTION TO AMEND LLTQ/FERG
DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

Defendants LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"),
FERG LLC ("FERG") and FERG 16, LLC ("FERG 16") (collectively, the "LLTQ/FERG

Defendants”) hereby move, pursuant to NRCP 15(a) and 16(b), for leave to amend the LLTQ/FERG Defendants’ Answer, Affirmative Defenses and Counterclaims, specifically in order to expand upon and add detail to allegations which are already included in the Counterclaims. This Motion, based on the below Memorandum of Points and Authorities and exhibits hereto, is being filed in good faith and not for the purposes of delay, as good cause appears to permit these amended counterclaims to be filed.

DATED this 2nd day of October, 2019.

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MEMORANDUM OF POINTS AND AUTHORITIES

Factual Background

In their original Answer, Affirmative Defenses and Counterclaims filed on July 6, 2018 (“Original LLTQ Answer and Counterclaim”), the LLTQ/FERG Defendants asserted a counterclaim, on behalf of LLTQ, which was based in part upon Section 13.22 of the Development and Operation Agreement between LLTQ and Desert Palace, Inc., a Caesars property (“Caesars”). This agreement (the “LLTQ Agreement”) was entered into with an effective date of April 12, 2012. *See* Original LLTQ Answer and Counterclaim, a copy of which

1 is attached hereto as Exhibit 1, at pp. 19-20, ¶¶ 1, 5, 7. Section 13.22 of the LLTQ Agreement
2 provided that Caesars could only open a restaurant similar to the steak restaurant (“GR Steak Las
3 Vegas”) which TPOV Enterprises, LLC (an affiliate of LLTQ) had opened in the Paris hotel in
4 Las Vegas pursuant to an agreement with Paris Las Vegas Operating Company, LLC (a Caesars
5 property) if Caesars entered into a development and operating agreement (on the same terms and
6 conditions as the LLTQ Agreement) with LLTQ or an LLTQ affiliate. *See* Original LLTQ
7 Answer and Counterclaim, Ex. 1 hereto, at p. 21, ¶ 16. The LLTQ Agreement referred to any
8 Caesars venture similar to GR Steak Las Vegas as a “Restricted Restaurant Venture,” which could
9 only be pursued pursuant to an agreement between Caesars and LLTQ or an LLTQ affiliate. *Id.*

10 The Original LLTQ Answer and Counterclaim alleges that, in October 2014, a Caesars
11 entity and Gordon Ramsay opened a Restricted Restaurant Venture in Las Vegas, a fish & chips
12 restaurant (“GR Fish & Chips”), without any agreement with LLTQ or any LLTQ affiliate. *Id.* at
13 p. 26, ¶¶ 61-65. Similarly, the Original LLTQ Answer and Counterclaim alleges that a steak
14 restaurant (“GR Steak Baltimore”) was opened by a Caesars entity and Gordon Ramsay in
15 Baltimore in November 2017 but that, even though the restaurant was a Restricted Restaurant
16 Venture and despite a request by LLTQ that Caesars comply with Section 13.22 of the LLTQ
17 Agreement by providing it with a development and operation agreement for GR Steak Baltimore,
18 the restaurant was opened without any such agreement with LLTQ, LLTQ 16 or any of their
19 respective affiliates. *Id.* at pp. 26-27, ¶¶ 66-70, 72-73.

20 The Original LLTQ Answer and Counterclaim also alleges, upon information and belief,
21 that Caesars and Gordon Ramsay intended to open additional restaurant ventures in the United
22 States which would qualify as Restricted Restaurant Ventures. *Id.* at p. 27, ¶ 71. The Original
23 LLTQ Answer and Counterclaim alleges, as part of Caesars’ breach of the LLTQ Agreement
24 (Count I of the Counterclaim), that Caesars has failed to compensate LLTQ, LLTQ 16 or any
25 affiliate regarding the operation of the GR Fish & Chips and GR Steak Baltimore restaurants. *Id.*
26 at p. 28, ¶ 81. The Original LLTQ Answer and Counterclaim also makes it clear in the Prayer for
27 Relief that compensation would be sought for any subsequent Restricted Restaurant Ventures that
28 Caesars might open with Mr. Ramsay. *Id.* at p. 30.

1 Subsequently, it was discovered that Caesars and Gordon Ramsay had, in fact, opened
2 another steak restaurant in a Caesars property in Atlantic City ("GR Steak AC") which was also a
3 Restricted Restaurant Venture. Once again, Caesars did not seek to enter into an agreement with
4 LLTQ, LLTQ 16 or any of their respective affiliates in connection with the development or
5 operation of that restaurant.

6 On August 2, 2019, as part of a "meet and confer" between counsel following up on a
7 number of issues, including the LLTQ request for profit and loss statements for, *inter alia*, GR
8 Steak Las Vegas, GR Fish & Chips, GR Steak Baltimore and GR Steak AC, Caesars' counsel was
9 asked to advise whether Caesars would provide those profit and loss statements, among others,
10 which were needed for a damage calculation. *See* email chain between counsel, attached hereto
11 as Exhibit 2, at p. 5. This request, which had originally been made on June 4, 2019, was
12 reiterated on August 14, 2019. *Id.* at p. 4. On August 15, 2019, counsel for Caesars responded,
13 stating, in part: "We are in the process of gathering the financial documents you requested below.
14 However, we will not agree to produce the financial documents for GR Steak – Atlantic City.
15 There are no claims regarding this restaurant in the pleadings. You previously indicated that you
16 would be amending your pleadings and asked whether Caesars would consent. Without seeing
17 the proposed amended pleading, we cannot determine whether we will consent to any such
18 amendment. If you will provide the proposed amended pleading, we are happy to review and let
19 you know if it changes our position." *Id.* at p. 2. A proposed amended counterclaim was then
20 drafted and sent to counsel for Caesars and, on September 9, 2019, a follow-up email was sent
21 again requesting production of the profit and loss statements for all the restaurants and inquiring
22 whether Caesars would consent to the filing of the amended counterclaim. *Id.* On September 13,
23 2019, these requests were again reiterated, and on the same date, counsel for Caesars stated that
24 the financial documents would be provided "in the next production," but that Caesars would not
25 provide any financials for GR Steak AC. Caesars' counsel stated that they had "reviewed your
26 proposed amendment to the counterclaim and cannot stipulate to the amendment. We understand
27 that you will move the court to be allowed to amend." *Id.* at 1. No reason (*e.g.*, prejudice, undue
28

1 delay, expiration of the deadline to amend pleadings) was provided for Caesars' refusal to consent
2 to the filing of the amended LLTQ counterclaim.

3 A copy of the proposed Amended LLTQ/FERG Answer and Counterclaims, red lined to
4 show the changes, is attached hereto as Exhibit 3. A clean copy of that proposed Amended
5 LLTQ/FERG Answer and Counterclaims is attached hereto as Exhibit 4.

6 **Legal Argument**

7 NRCP 16(b)(4) provides that a scheduling order "may be modified by the court for good
8 cause." NRCP 16(b) "serves as something of a counterweight to NRCP 15(a)," which provides
9 that "leave to amend 'shall be freely given[.]'" *Nulton v. Sunset Station, Inc.*, 131 Nev. 279, 284-
10 86, 357 P.2d 966, 970-71 (Ct. App. 2015) (citation omitted). Disregard of the scheduling order
11 should not be permitted where it "would undermine the court's ability to control its docket,
12 disrupt the agreed-upon course of the litigation, and reward the indolent and the cavalier." *Id.*
13 (citing *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 610 (9th Cir. 1992)).

14 No such dangers exist with respect to this motion, even though the deadline for amending
15 pleadings has passed (a circumstance which counsel for Caesars never mentioned and which did
16 not deter them from agreeing to review the proposed amended pleading in order to determine
17 whether consent would be given). All of the other scheduling deadlines, including for the taking
18 of depositions, are being extended by agreement of the parties and permitting this amendment will
19 cause no delay whatsoever and will not erode the court's control of its docket. All it will do is
20 require that Caesars provide profit and loss statements for one more restaurant, GR Steak AC, a
21 Restricted Restaurant Venture which was opened shortly prior to the filing of the Original LLTQ
22 Answer and Counterclaim and whose existence was unknown to LLTQ when it filed that
23 counterclaim.¹ Importantly, the Original LLTQ Answer and Counterclaim foresaw and predicted
24 that Caesars and Gordon Ramsay might open and wrongfully exclude LLTQ from further
25 Restricted Restaurant Ventures and sought damages for any such further wrongful conduct. Ex. 1
26

27
28 ¹ As alleged in the proposed amended counterclaim, GR Steak AC opened in May 2018. Ex. 3
hereto, at p. 28, ¶ 78.

1 hereto, at pp. 27, 30, ¶ 71 and Prayer for Relief. Arguably, therefore, the improperly withheld
2 profits stemming from Caesars' operation of GR Steak AC already constitute damages
3 recoverable by LLTQ under the Original LLTQ Answer and Counterclaim and production of
4 those documents should be made by Caesars whether or not the amended counterclaim is
5 permitted. For the sake of clarity and predictability, however, permitting the filing of the
6 amended counterclaim would be preferable.²

7 Caesars cannot conceivably claim prejudice as the result of this amendment because it was
8 on notice that a claim for damages would be asserted with respect to any additional Restricted
9 Restaurant Ventures which Caesars chose to open without including LLTQ or its affiliates. This
10 notice plus the lack of any meaningful case management issues arising from the amendment
11 together meet the "good cause" standard under NRCP 16(b)(4). *See C.F. ex rel. Farmian v.*
12 *Capistrano Unified School Dist.*, 654 F.3d 975, 984-85 (9th Cir. 2011) (finding good cause under
13 the analogous Fed. R. Civ. P. 16(b)(4) to amend an answer to plead an affirmative defense where
14 no case management issues were raised and the party opposing the amendment was on notice that
15 the defense was at issue in the case).

16 ///

17 ///

18 ///

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26
27 ² The proposed amended counterclaim again recognizes that, in addition to GR Steak AC, still more
28 Restricted Restaurant Ventures may be opened in the future prior to the conclusion of this action and
seeks damages for any such future wrongful conduct. Ex. 3 hereto, at pp. 28-29, ¶¶ 77, 86.

Conclusion

For the foregoing reasons, the motion for leave to amend the LLTQ/FERG Answer and Counterclaims should be granted.

DATED this 21 day of October, 2019.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Rice Reuther Sullivan & Carroll, LLP, and pursuant to NRCP 5(b), EDCR 8.05, Administrative Order 14-2, and NEFCR 9, I caused a true and correct copy of the foregoing document entitled **MOTION TO AMEND LLTQ/FERG DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** to be submitted via U.S. mail and/or electronically for filing and service with the Eighth Judicial District Court via the Court's Electronic Filing System on the 2nd day of October, 2019, to the following:

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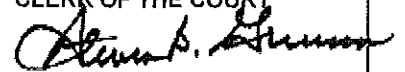
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EXHIBIT "1"



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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

**LLTQ/FERG DEFENDANTS' ANSWER
AND AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT AND
COUNTERCLAIMS**

This document applies to:
A-17-760537-B

Defendants LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, and FERG 16,
LLC (collectively, the "LLTQ/FERG Defendants") hereby answer the claims asserted by Plaintiffs in

1 the above-captioned matter as follows:

2 **PRELIMINARY STATEMENT**

3 1. The LLTQ/FERG Defendants deny the allegations contained in paragraph 1, except
4 admit that Caesars entered into multiple agreements with entities previously owned by, managed by
5 or affiliated with Rowen Seibel, and that Caesars requested and received "Business Information
6 Forms" from Mr. Seibel in connection with the MOTI and DNT business relationships. The contents
7 of the agreements and "Business Information Forms" speak for themselves, and LLTQ/FERG
8 Defendants respectfully refer to those documents for the full and complete contents thereof.

9 2. The LLTQ/FERG Defendants deny the allegations contained in paragraph 2.

10 3. The LLTQ/FERG Defendants deny the allegations contained in paragraph 3, except
11 admit that on April 18, 2016, Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct
12 and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a
13 class E felony and served one month in prison.

14 4. The LLTQ/FERG Defendants deny the allegations contained in paragraph 4.

15 5. The LLTQ/FERG Defendants deny the allegations contained in paragraph 5, except
16 admit that Caesars wrongfully purported to terminate the agreements and state that the contents of the
17 certain agreements referenced in paragraph 5 speak for themselves, and respectfully refer to the
18 aforementioned agreements for the full and complete contents thereof.

19 6. The LLTQ/FERG Defendants deny the allegations contained in paragraph 6, except
20 admit that Caesars wrongfully attempted to terminate their agreements, that Caesars cannot continue
21 to operate the restaurants subject to such agreements absent providing compensation to the
22 LLTQ/FERG Defendants, that the LLTQ/FERG Defendants and certain of the Plaintiffs are parties to
23 litigation commenced in the jointly-administered chapter 11 bankruptcy cases of Caesars Palace and
24 CAC in the United States Bankruptcy Court, Northern District of Illinois, Eastern Division, Case No.
25 15-01145 ("Bankruptcy Actions"), and that Caesars commenced the present action by a complaint that
26 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
27 complete contents thereof.

28 7. The LLTQ/FERG Defendants deny the allegations contained in paragraph 7, except

1 admit that certain defendants are seeking monetary relief from Caesars in different courts across the
2 country related to the agreements, and that Caesars commenced the present action by a complaint that
3 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
4 complete contents thereof.

5 8. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 8, except admit that Caesars commenced
7 the present action by a complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer
8 to the complaint for the full and complete contents thereof.

9 **PARTIES, JURISDICTION, AND VENUE**

10 9. The LLTQ/FERG Defendants admit the allegations contained in paragraph 9.

11 10. The LLTQ/FERG Defendants admit the allegations contained in paragraph 10.

12 11. The LLTQ/FERG Defendants admit the allegations contained in paragraph 11.

13 12. The LLTQ/FERG Defendants admit the allegations contained in paragraph 12.

14 13. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 13.

16 14. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 14.

18 15. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 15.

20 16. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 16.

22 17. The LLTQ/FERG Defendants deny the allegations contained in paragraph 17 except
23 the LLTQ/FERG Defendants admit that TPOV Enterprises, LLC is a New York limited liability
24 company, and that the TPOV Agreement was entered into in or about November 2011, the contents
25 of which speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete
26 contents thereof.

27 18. The LLTQ/FERG Defendants deny the allegations contained in paragraph 18 except
28 admit that TPOV Enterprises 16, LLC is a Delaware limited liability company, and that a letter was

1 sent informing Caesars of the assignment.

2 19. The LLTQ/FERG Defendants deny the allegations contained in paragraph 19 except
3 admit the location and corporate status of LLTQ Enterprises, LLC, that the LLTQ Agreement was
4 entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
5 refer to the LLTQ Agreement for the full and complete contents thereof.

6 20. The LLTQ/FERG Defendants deny the allegations contained in paragraph 20 except
7 admit that LLTQ Enterprises 16, LLC is a Delaware limited liability company, and that a letter was
8 sent informing Caesars of the assignment.

9 21. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the allegations contained in paragraph 21.

11 22. The LLTQ/FERG Defendants deny the allegations contained in paragraph 22 except
12 admit the location and corporate status of FERG, LLC, that the FERG Agreement was entered into on
13 or about May 16, 2014, the contents of which speak for themselves, and respectfully refer to the FERG
14 Agreement for the full and complete contents thereof.

15 23. The LLTQ/FERG Defendants deny the allegations contained in paragraph 23 except
16 admit that FERG 16, LLC is a Delaware limited liability company, and that a letter was sent informing
17 CAC of the assignment.

18 24. The LLTQ/FERG Defendants admit that Seibel assigned his duties and obligations
19 under the LLTQ Agreement and FERG Agreement to Mr. Frederick, to the extent any duties existed.
20 The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the
21 truth of the balance of the allegations contained in paragraph 24.

22 25. The LLTQ/FERG Defendants deny the allegations contained in paragraph 25.

23 **STATEMENT OF FACTS**

24 26. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the allegations contained in paragraph 26.

26 27. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of whether, "In reliance on those representations (among other things), Caesars
28 Palace and MOTI entered into the MOTI Agreement." The LLTQ/FERG Defendants deny the balance

1 of the allegations contained in paragraph 27 except admit that to the extent that a "Business
2 Information Form" is referenced in paragraph 27, the contents of said "Business Information Form"
3 speak for themselves, and respectfully refer to the "Business Information Form" for the full and
4 complete contents thereof.

5 28. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 28.

7 29. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 29.

9 30. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 30.

11 31. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 31 except admit that to the extent a
13 "Business Information Form" is referenced in paragraph 31, the contents of said "Business
14 Information Form" speak for themselves, and respectfully refer to the "Business Information Form"
15 for the full and complete contents thereof.

16 32. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 32.

18 33. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 33.

20 34. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 34.

22 35. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 35.

24 36. The LLTQ/FERG Defendants deny the allegations contained in paragraph 36, except
25 admit that Caesars entered into multiple agreements with entities previously owned by, managed by
26 or affiliated with Rowen Seibel, the contents of which speak for themselves, and respectfully refer to
27 the aforementioned agreements for the full and complete contents thereof.

28 37. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 37.

2 38. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 38 except admit that the contents of said
4 "Business Information Form" speak for themselves, and respectfully refer to the "Business
5 Information Form" for the full and complete contents thereof.

6 39. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 39.

8 40. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 40.

10 41. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 41.

12 42. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 42.

14 43. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 43.

16 44. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 44.

18 45. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 45.

20 46. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 46.

22 47. The LLTQ/FERG Defendants deny the allegations contained in paragraph 47 except
23 admit that the TPOV Agreement was entered into in or about November 2011 in connection with a
24 restaurant in the Paris casino known as "Gordon Ramsay Steak", the contents of which speak for
25 themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

26 48. The LLTQ/FERG Defendants deny the allegations contained in paragraph 48 except
27 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
28 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents

1 thereof.

2 49. The LLTQ/FERG Defendants deny the allegations contained in paragraph 49 except
3 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
4 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
5 thereof.

6 50. The LLTQ/FERG Defendants deny the allegations contained in paragraph 50 except
7 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
8 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
9 thereof.

10 51. The LLTQ/FERG Defendants deny the allegations contained in paragraph 51 except
11 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
12 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
13 thereof.

14 52. The LLTQ/FERG Defendants deny the allegations contained in paragraph 52 except
15 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
16 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
17 thereof.

18 53. The LLTQ/FERG Defendants deny the allegations contained in paragraph 53 except
19 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
20 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
21 thereof.

22 54. The LLTQ/FERG Defendants deny the allegations contained in paragraph 54 except
23 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
24 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
25 thereof.

26 55. The LLTQ/FERG Defendants deny the allegations contained in paragraph 55.

27 56. The LLTQ/FERG Defendants deny the allegations contained in paragraph 56.

28 57. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 57 except admit that the LLTQ
2 Agreement was entered into on or about April 4, 2012 in connection with a restaurant in the Caesars
3 Palace casino known as the Gordon Ramsay Pub, the contents of which speak for themselves, and
4 respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

5 58. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 58 except admit that the LLTQ
7 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
8 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

9 59. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 59 except admit that the LLTQ
11 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
12 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

13 60. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 60 except admit that the LLTQ
15 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
16 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

17 61. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 61 except admit that the LLTQ
19 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
20 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

21 62. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 62 except admit that the LLTQ
23 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
24 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

25 63. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 63 except admit that the LLTQ
27 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
28 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

1 64. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 64 except admit that the LLTQ
3 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
4 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

5 65. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 65 except admit that the LLTQ
7 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
8 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

9 66. The LLTQ/FERG Defendants deny the allegations contained in paragraph 66.

10 67. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 67 except admit that the LLTQ
12 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
13 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

14 68. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 68, except admit that the LLTQ
16 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
17 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof, and admit
18 the allegations contained in the first sentence of paragraph 68 and that the LLTQ/FERG Defendants
19 assert that Section 13.22 is enforceable.

20 69. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 69.

22 70. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 70.

24 71. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 71.

26 72. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 72.

28 73. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 73.

2 74. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 74.

4 75. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 75.

6 76. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 76.

8 77. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 77.

10 78. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 78.

12 79. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 79 except admit that the FERG
14 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
15 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

16 80. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 80 except admit that the FERG
18 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
19 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

20 81. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 81 except admit that the FERG
22 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
23 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

24 82. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 82 except admit that the FERG
26 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
27 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

28 83. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 83 except admit that the FERG
2 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
3 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

4 84. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 84 except admit that the FERG
6 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
7 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

8 85. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG
10 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
11 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

12 86. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG
14 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
15 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

16 87. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 87 except admit that the FERG
18 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
19 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

20 88. The LLTQ/FERG Defendants deny the allegations contained in paragraph 88.

21 89. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 89 except admit that the FERG
23 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
24 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

25 90. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 90, except admit that the FERG
27 Agreement was entered into on or about May 16, 2015, the contents of which speak for themselves,
28 and respectfully refer to the FERG Agreement for the full and complete contents thereof, and admit

1 the allegations contained in the first sentence of paragraph 90 and that the LLTQ/FERG Defendants
2 assert that Section 4.1 is enforceable.

3 91. The LLTQ/FERG Defendants deny the allegations contained in paragraph 91.

4 92. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 92.

6 93. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 93.

8 94. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 94.

10 95. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 95.

12 96. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 96.

14 97. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 97.

16 98. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 98.

18 99. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 99.

20 100. The LLTQ/FERG Defendants aver that paragraph 100 contains conclusions of law to
21 which no responsive pleading is required. To the extent a response is required, the LLTQ/FERG
22 Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations
23 contained in paragraph 100.

24 101. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 101.

26 102. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 102.

28 103. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 103.

2 104. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 104.

4 105. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 105.

6 106. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 106 except admit that on April 18, 2016,
8 Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due
9 administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony.

10 107. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 107 except admit that on August 19,
12 2016, the Southern District of New York sentenced Rowen Seibel to serve one month in prison, six
13 months in home detention, and 300 hours of community service.

14 108. The LLTQ/FERG Defendants deny the allegations contained in paragraph 108 except
15 admit that the letter referenced in paragraph 108 was sent on or about April 8, 2016, the contents of
16 which speak for themselves, and respectfully refers to the aforementioned letter for the full and
17 complete contents thereof.

18 109. The LLTQ/FERG Defendants deny the allegations contained in paragraph 109, except
19 admit that Caesars wrongfully purported to terminate all of its agreements with entities that were
20 associated or had been associated with Rowen Seibel.

21 110. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 110.

23 111. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 111.

25 112. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 112.

27 113. The LLTQ/FERG Defendants deny the allegations contained in paragraph 113 except
28 admit that the aforementioned letter from Caesars Palace to TPOV was dated September 2, 2016, the

1 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
2 and complete contents thereof.

3 114. The LLTQ/FERG Defendants deny the allegations contained in paragraph 114 except
4 admit that the aforementioned letter from Caesars Palace to LLTQ was dated September 2, 2016, the
5 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
6 and complete contents thereof.

7 115. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 115.

9 116. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 116.

11 117. The LLTQ/FERG Defendants deny the allegations contained in paragraph 117 except
12 admit that the aforementioned letter from Caesars Palace to FERG was dated September 2, 2016, the
13 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
14 and complete contents thereof.

15 118. The LLTQ/FERG Defendants deny the allegations contained in paragraph 118 except
16 admit certain referenced letters were sent to Caesars, which speak for themselves, and respectfully
17 refer to the aforementioned letters for the full and complete contents thereof.

18 119. The LLTQ/FERG Defendants deny the allegations contained in paragraph 119 except
19 admit that the aforementioned letter from Caesars Palace was dated September 12, 2016, the contents
20 of which speak for themselves, and respectfully refer to the aforementioned letter for the full and
21 complete contents thereof.

22 120. The LLTQ/FERG Defendants admit the allegations contained in paragraph 120.

23 121. The LLTQ/FERG Defendants deny the allegations contained in paragraph 121 except
24 admit that Caesars Palace filed the motion to reject and that LLTQ and FERG objected to the motion.

25 122. The LLTQ/FERG Defendants deny the allegations contained in paragraph 122 except
26 admit that LLTQ and FERG filed the administrative expense request and that Caesars Palace and CAC
27 objected to the request.

28 123. The LLTQ/FERG Defendants deny the allegations contained in paragraph 123 except

1 admit that MOTI filed the administrative expense request and that Caesars Palace objected to the
2 request.

3 124. The LLTQ/FERG Defendants admit the allegations contained in paragraph 124 except
4 deny the defenses and contentions made by Caesars Palace and CAC.

5 125. The LLTQ/FERG Defendants deny the allegations contained in paragraph 125.

6 126. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 126.

8 127. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 127.

10 128. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 128.

12 129. The LLTQ/FERG Defendants deny the allegations contained in paragraph 129 except
13 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
14 Action speak for themselves and respectfully refer to the aforementioned docket for the full and
15 complete contents thereof.

16 130. The LLTQ/FERG Defendants deny the allegations contained in paragraph 130 except
17 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
18 Action speak for themselves and respectfully refer to the aforementioned docket for the full and
19 complete contents thereof.

20 **COUNT I**

21 131. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
22 LLTQ/FERG Defendants' responses in paragraphs 1-130 above as if fully set forth herein.

23 132. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

24 133. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
25 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
26 parties.

27 134. The LLTQ/FERG Defendants deny the allegations contained in paragraph 134, except
28 admit that Caesars seeks declaratory relief in the present action.

135. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 135, except admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents thereof.

COUNT II

136. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

137. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

138. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the parties.

139. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 139.

140. The LLTQ/FERG Defendants deny the allegations contained in paragraph 140, except admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those documents for the full and complete contents thereof.

141. The LLTQ/FERG Defendants deny the allegations contained in paragraph 141, except admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those documents for the full and complete contents thereof.

142. The LLTQ/FERG Defendants deny the allegations contained in paragraph 142.

143. The LLTQ/FERG Defendants deny the allegations contained in paragraph 143.

144. The LLTQ/FERG Defendants deny the allegations contained in paragraph 144.

145. The LLTQ/FERG Defendants deny the allegations contained in paragraph 145, except admit that Caesars seeks declaratory relief in the present action.

146. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 146, except admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents thereof.

1 **COUNT III**

2 147. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
3 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

4 148. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

5 149. The LLTQ/FERG Defendants admit that the parties dispute whether the referenced
6 sections of the agreements are enforceable, but deny there is a justiciable controversy ripe for
7 adjudication among the parties.

8 150. The LLTQ/FERG Defendants deny the allegations contained in paragraph 150.

9 151. The LLTQ/FERG Defendants deny the allegations contained in paragraph 151.

10 152. The LLTQ/FERG Defendants deny the allegations contained in paragraph 152.

11 153. The LLTQ/FERG Defendants deny the allegations contained in paragraph 153.

12 154. The LLTQ/FERG Defendants deny the allegations contained in paragraph 154.

13 155. The LLTQ/FERG Defendants deny the allegations contained in paragraph 155, except
14 admit that Caesars seeks declaratory relief in the present action.

15 156. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 156, except
16 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks
17 for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete
18 contents thereof.

19 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

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

21 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

22 158. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses
23 their allegations and claims in the contested matters between the LLTQ/FERG Defendants, Caesars
24 Palace and CAC filed in the Bankruptcy Actions and all related matters and proceedings.

25 **AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

26 159. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses
27 their arguments in their motion to dismiss this action.
28

1 **AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

2 160. Plaintiff's claims warrant dismissal under the first-to-file rule and due to forum
3 shopping.

4 **AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

5 161. Plaintiffs consented to and ratified the assignments from FERG to FERG 16, from
6 LLTQ Enterprises to LLTQ Enterprises 16, and from Seibel to Frederick.

7 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

8 162. Plaintiffs are precluded from obtaining the relief they seek because, based on
9 information and belief, they do or have done business with persons who have criminal records or are
10 actually or potentially unsuitable.

11 **AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

12 163. Plaintiffs are precluded from obtaining the relief they seek because they owe money to
13 LLTQ/FERG Defendants.

14 **AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

15 164. Plaintiffs are precluded under the applicable contracts from continuing to operate the
16 subject restaurants, use the licensed materials, and do business with Ramsay related to the subject
17 restaurants and similar ventures.

18 **AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

19 165. Plaintiffs breached the applicable contracts with LLTQ/FERG Defendants and
20 therefore are precluded from pursuing their claims.

21 **AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

22 166. Plaintiffs' claims are barred by the statute of limitations or statute of repose.

23 **AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

24 167. 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 A TWELFTH AFFIRMATIVE DEFENSE**

28 168. 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 THIRTEENTH AFFIRMATIVE DEFENSE**

3 169. The alleged unsuitability of Seibel is immaterial and irrelevant because, inter alia, he
4 assigned his interests, if any, in LLTQ/FERG Defendants or the contracts.

5 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

6 170. This Court lacks jurisdiction over the allegations, claims, and theories alleged by
7 Plaintiffs that already are pending in the Bankruptcy Actions and all related matters and proceedings.

8 **AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

9 171. All possible affirmative defenses may not have been alleged herein insofar as sufficient
10 facts were not available after reasonable inquiry upon the filing of LLTQ/FERG Defendants' answer.
11 Therefore, Defendants reserve the right to amend their answer to allege additional affirmative defenses
12 if subsequent investigation so warrants. Defendants reserve the right to (a) rely upon such other
13 affirmative defenses as may be supported by the facts to be determined through full and complete
14 discovery, and (b) voluntarily withdraw any affirmative defense.

15 **COUNTERCLAIMS**

16 NOW COMES LLTQ ENTERPRISES, LLC ("LLTQ"), LLTQ ENTERPRISES 16, LLC
17 ("LLTQ 16"), FERG, LLC ("FERG") and FERG 16, LLC ("FERG 16"), by and through their
18 undersigned counsel, and for their Counterclaims against Desert Palace, Inc. ("Caesars") and
19 Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC"), allege as follows:

20 **PARTIES**

- 21 1. LLTQ is a Delaware limited liability company.
- 22 2. FERG is a Delaware limited liability company and an affiliate of LLTQ.
- 23 3. LLTQ 16 is a Delaware limited liability company and successor in interest to LLTQ.
- 24 4. FERG 16 is a Delaware limited liability company and successor in interest to FERG.
- 25 5. Caesars is a Nevada corporation and has a principal place of business of 3570 Las Vegas
26 Boulevard South, Las Vegas, Nevada, which is a resort hotel casino known as "Caesars Palace."
- 27 6. CAC is a Delaware limited liability company, an affiliate of Caesars, and has a principal
28 place of business of 2100 Pacific Avenue, Atlantic City, New Jersey.

GENERAL ALLEGATIONS

The LLTQ Agreement and Restrictions

7. LLTQ and Caesars entered into that certain Development and Operation Agreement with an effective date of April 12, 2012 (the "LLTQ Agreement").

8. In connection with entering into the LLTQ Agreement, Caesars did not require LLTQ nor its Associated Persons (as that term is defined in the LLTQ Agreement) to provide information concerning LLTQ's "suitability" or complete a business information form.

9. Contemporaneously with entering into the LLTQ Agreement, Caesars entered into that certain Development, Operation and License Agreement (the "Ramsay LV Agreement") with Gordon Ramsay and his affiliate business, Gordon Ramsay Holdings Limited (collectively, "Ramsay").

10. The LLTQ Agreement and the Ramsay LV Agreement were negotiated contemporaneously with among the parties. Mr. Rowen Seibel on behalf of LLTQ assisted in the negotiations of the Ramsay LV Agreement.

11. Representatives of Caesars, LLTQ and Ramsay engaged in multiple meetings to negotiate the terms of the design, development, construction, and operation of and the sharing of profits from that certain "Gordon Ramsay Pub" (defined as the "Restaurant" in the LLTQ Agreement) located at the "Restaurant Premises" (as defined in the LLTQ Agreement) in a property owned and operated by Caesars in Las Vegas, Nevada.

12. Both Caesars and LLTQ contributed an amount not less than \$1,000,000 of the costs required to develop the Gordon Ramsay Pub.

13. The LLTQ Agreement and the Ramsay LV Agreement are integrated and, together, establish a single transaction and agreement among LLTQ, Caesars and Ramsay to design, develop, construct, and operate the Gordon Ramsay Pub and share the profits therefrom.

14. Both the LLTQ Agreement and the Ramsay LV Agreement were (a) executed and effective as of the same day, (b) concern the same subject matter, and (c) refer to each other. Caesars is a party to both contracts, which contain the same choice of law, dispute resolution, and other provisions.

15. For the consideration received under the LLTQ Agreement, including a \$1,000,000 development contribution provided by LLTQ, Caesars agreed that it and its affiliates would not pursue

1 a venture similar to, among other ventures, the Gordon Ramsay Pub without entering into an agreement
2 with LLTQ (or its affiliates) similar to the LLTQ Agreement.

3 16. Specifically, Section 13.22 of the LLTQ Agreement provides:

4 If Caesars elects under this Agreement to pursue any venture similar to
5 (i) the Restaurant (i.e., any venture generally in the nature of a pub, bar,
6 café or tavern) or (ii) the "Restaurant" as defined in the development
7 and operation agreement entered into December 5, 2011 between
8 TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
9 Paris Las Vegas Operating Company, LLC, on the other hand (i.e., any
10 venture generally in the nature of a steak restaurant, fine dining
11 steakhouse or chop house) [each a "Restricted Restaurant Venture,"
12 and, collectively, the "Restricted Restaurant Ventures"], Caesars
13 and LLTQ shall, or shall cause an Affiliate to, execute a development
14 and operation agreement on the same terms and conditions as this
15 Agreement, subject only to revisions proposed by Caesars or its
16 Affiliate as are necessary to reflect the difference in location between
17 the Restaurant and such other venture (including, for the avoidance of
18 doubt, the Baseline Amount, permitted Operating Expenses and
19 necessary Project Costs).

20 17. Section 13.22 of the LLTQ Agreement survives both expiration and termination of the
21 LLTQ Agreement.

22 18. Section 10.2 of the LLTQ Agreements provides Caesars the right to terminate for
23 unsuitability. Section 4.2.5 indicates Caesars can terminate the contract based on suitability per section
24 10.2. Section 4.3.2. states that after termination Caesars maintains its rights in the Restaurant Premises,
25 the furniture and equipment and its marks, and that Caesars can only operate "a restaurant in the
26 Restaurant Premises."

27 19. Section 4.3.1 of the LLTQ Agreement expressly provides:

28 The provisions of this Section 4.3 and Section 2.3(b), the last sentence of
Section 11.2.2 and Articles 12 and 13 (other than Section 13.16) shall survive
any termination or expiration of this Agreement.

20. Since its opening, the Gordon Ramsay Pub has been one of the most profitable restaurants
for Caesars at its Las Vegas location.

The First Restricted Restaurant Venture

21. Due in part to the restrictions contained in Section 13.22 of the LLTQ Agreement and a
developing falling out between Rowen Seibel, the former principal of LLTQ, and Ramsay, in December

1 2013, Caesars made clear to representatives of both LLTQ and Ramsay that both LLTQ and Ramsay
2 were required for Caesars (or its affiliate) to proceed with a restaurant similar to the Gordon Ramsay
3 Pub to be located at a property owned and operated by CAC, in Atlantic City, New Jersey.

4 22. In an email to representatives for both LLTQ and Ramsay, Jeffrey Frederick (Caesars'
5 then Regional Vice President Food & Beverage and one of its representatives heavily involved in the
6 negotiations of the LLTQ Agreement and the Ramsay LV Agreement), stated that "we [Caesars] are not
7 able to proceed" with a Ramsay Pub without both Mr. Seibel and Gordon Ramsay "agreeing to do so."

8 23. Mr. Frederick's email goes on to state: "I want to be clear. I've confirmed with Tom
9 [Jenkin – Global President of Caesars Entertainment Operating Company, Inc.] and our [Caesars'] legal
10 counsel we are not able to proceed with GR Steak or GR P&G [Gordon Ramsay Pub and Grill] without
11 both you and Rowen agreeing to do so, nor a concept similar in the Steakhouse, Chophouse, Bar & Grill,
12 Pub or Tavern Categories."

13 24. Representatives of Caesars, FERG, and Ramsay engaged in multiple meetings to
14 negotiate the terms of the design, development, construction, and operation of and the sharing of profits
15 of a restaurant similar to the Gordon Ramsay Pub to be located at a property owned and operated by
16 CAC, in Atlantic City, New Jersey.

17 25. FERG and CAC entered into that certain Consulting Agreement concerning the Atlantic
18 City venture with an effective date of May 16, 2014 (the "FERG Agreement").

19 26. Contemporaneously with entering into the FERG Agreement, CAC entered into that
20 certain Development, Operation and License Agreement concerning the Atlantic City venture (the
21 "Ramsay AC Agreement") with Ramsay.

22 27. The FERG Agreement and the Ramsay AC Agreement were negotiated
23 contemporaneously with one another between the parties.

24 28. The FERG Agreement and the Ramsay AC Agreement are integrated and, together,
25 establish a single transaction and agreement among FERG, CAC and Gordon Ramsay to design,
26 develop, construct, and operate the "Gordon Ramsay Pub and Grill" (defined as the "Restaurant" in
27 the FERG Agreement) located at the "Restaurant Premises" (as defined in the FERG Agreement) in
28 CAC's location in Atlantic City.

1 29. Both the FERG Agreement and the Ramsay AC Agreement were (a) executed and
2 effective as of the same day, (b) concern the same subject matter, and (c) the FERG Agreement
3 references the Ramsay AC Agreement in numerous provisions. CAC is a party to both contracts, which
4 contain the same choice of law, dispute resolution, and other provisions.

5 30. Section 4.1 of the FERG Agreement states: "In the event a new agreement is executed
6 between CAC and/or its Affiliate and Gordon Ramsay and/or his Affiliate relative to the [Gordon
7 Ramsay Pub and Grill] or the [Gordon Ramsay Pub and Grill] Premises, this Agreement shall be in
8 effect an binding on the parties during the term thereof."

9 31. Section 4.2(a) and (b) of the FERG Agreement provide certain termination rights of the
10 FERG Agreement only "if CAC simultaneously terminates the [Ramsay AC Agreement] and no
11 different or amended agreement is entered into with Gordon Ramsay and/or his Affiliate(s) relative to
12 the" Gordon Ramsay Pub and Grill or its premises.

13 32. Section 4.2(c) of the FERG Agreement provides that the FERG Agreement may be
14 terminated upon no less than ninety (90) days written notice "if the [Ramsay AC Agreement] is
15 terminated and no different or amended agreement is entered into with Gordon Ramsay and/or his
16 Affiliate(s) relative to the" Gordon Ramsay Pub and Grill or its premises.

17 33. Section 11.2 of the FERG Agreements provides CAC the right to terminate for
18 unsuitability. Section 4.2(e) indicates CAC can terminate the contract based on suitability per section
19 11.2. Section 4.3(b) states that after termination CAC maintains its rights in the Restaurant Premises,
20 the furniture and equipment and its marks, and that CAC can only operate "a restaurant in the Restaurant
21 Premises."

22 34. Since its opening, the Gordon Ramsay Pub and Grill has been one of the most profitable
23 restaurants for CAC at its Atlantic City location.

24 **The Bankruptcy Matters**

25 35. On January 15, 2015 (the "**Petition Date**"), Caesars, CAC and several of their affiliated
26 entities (collectively, the "**Debtors**") each filed voluntary petitions under Chapter 11 of the Bankruptcy
27 Code, thereby commencing the Chapter 11 Cases.

1 36. On June 8, 2015, the Debtors filed that certain *Fourth Omnibus Motion for the Entry of*
2 *an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11,*
3 *2015* [Docket No. 1755] (the “**Rejection Motion**”). In the Rejection Motion the Debtors seek to reject
4 the LLTQ Agreement and the FERG Agreement pursuant to section 365 of the Bankruptcy Code.

5 37. LLTQ and FERG objected to the relief sought in the Rejection Motion asserting, among
6 other things, that Section 13.22 of the LLTQ Agreement is an enforceable restrictive covenant.

7 38. The Rejection Motion is contested and remains pending.

8 39. On November 4, 2015, LLTQ and FERG filed that certain *Request for Payment of*
9 *Administrative Expense* [Docket No. 2531] (the “**Admin Request**”) seeking payments to which LLTQ
10 and FERG claim they are owed under the LLTQ Agreement and FERG Agreement (collectively, the
11 “**Pub Agreements**”) as a result of the Debtors’ continued operations of the Gordon Ramsay Pub in Las
12 Vegas and the Gordon Ramsay Pub and Grill in Atlantic City (collectively, the “**Ramsay Pubs**”).

13 40. The Debtors objected to the relief sought in the Admin Request asserting, among other
14 things, that the Pub Agreements may not be valid, enforceable agreements and, instead, may be void,
15 voidable or void *ab initio*.

16 41. The Admin Request is contested and remains pending.

17 42. On January 14, 2016, the Debtors filed that certain *Motion for the Entry of an Order*
18 *Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New*
19 *Restaurant Agreements* [Docket No. 3000] (the “**Ramsay Rejection Motion**”). In the Ramsay Rejection
20 Motion the Debtors seek to reject the Ramsay LV Agreement and the Ramsay AC Agreement (the
21 “**Original Ramsay Agreements**”) and simultaneously enter into new agreements with Ramsay to
22 continue operating the Ramsay Pubs (the “**New Ramsay Agreements**”). The Debtors only seek
23 rejection of Original Ramsay Agreements if the Illinois Bankruptcy Court approves the Debtors’ entry
24 into the New Ramsay Agreements.

25 43. LLTQ and FERG objected to the relief sought in the Ramsay Rejection Motion asserting,
26 among other things, that Section 13.22 of the LLTQ Agreement and Sections 4.1 and 4.2 of the FERG
27 Agreement are enforceable restrictive covenants.

28 44. The Ramsay Rejection Motion is contested and remains pending.

1 45. On October 5, 2016, the Debtors filed their Sixteenth Amended Plan of Reorganization.
2 46. On January 17, 2017, the Bankruptcy Court entered an order confirming the Plan.
3 47. On October 6, 2017 (the “Plan Effective Date”), the Effective Date of the Plan occurred,
4 and the Plan was consummated.

5 **Purported Termination of the LLTQ Agreement and FERG Agreement**

6 48. On February 29, 2016, the United States government filed a Notice of Intent to File an
7 Information against Rowen Seibel. A Notice of Intent to File an Information is not a charging instrument.

8 49. On April 8, 2016, the Debtors were notified via letters (the “Assignment Letters”) that,
9 among other things, effective as of April 13, 2016: (i) the membership interests in LLTQ and FERG,
10 previously owned, directly or indirectly, by Mr. Seibel were being transferred to The Seibel Family 2016
11 Trust (the “Trust”); and (ii) the LLTQ Agreement and the FERG Agreement were being assigned to
12 new entities (LLTQ 16 and FERG 16) in which Mr. Seibel was not a manager and did not hold any
13 membership interests, directly or indirectly.

14 50. Effective as of April 13, 2016, Mr. Seibel divested himself of any direct or indirect
15 membership interests in LLTQ and in FERG.

16 51. Effective as of April 13, 2016, LLTQ assigned the LLTQ Agreement to LLTQ 16, an
17 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

18 52. Effective as of April 13, 2016, FERG assigned the FERG Agreement to FERG 16, an
19 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

20 53. Five days after Mr. Seibel divested himself of any interests relating to the Ramsay Pubs,
21 on April 18, 2016, the United States Attorney’s Office filed an information as to Mr. Seibel in case no.
22 16-CR-00279, in the U.S. District Court South District of New York (the “Seibel Case”).

23 54. Also on April 18, 2016, Mr. Seibel entered a guilty plea for violation of Title 26, United
24 States Code, Section 7212(a) (the “Seibel Plea”).

25 55. On May 16, 2016, an order was entered in the Seibel Case accepting the Seibel Plea.

26 56. On August 19, 2016, Mr. Seibel was sentenced and a judgment was entered against him
27 in the Seibel Case.
28

1 57. On September 2, 2016, Caesars and CAC issued notices of termination of the LLTQ
2 Agreement and the FERG Agreement “effective immediately” (the “**Termination**”). The asserted basis
3 for the Termination provided was allegations that Mr. Seibel fraudulently induced the Debtors into
4 entering into and breached the Pub Agreements by failing to disclose certain material facts alleged in
5 the Information or otherwise relating to the Seibel Case.

6 58. The Debtors were informed that Mr. Seibel had no relationship with the Trust, but if the
7 assignees could be found to jeopardize the Debtors’ gaming licenses, LLTQ, FERG (or their successors
8 and assigns) would work with the Debtors to agree upon different assignees that would not jeopardize
9 any gaming licenses.

10 59. The Debtors were informed that the Trust expressly provides protections to avoid any
11 possible issues concerning “unsuitable” persons.

12 60. Notwithstanding the purported Termination, both Ramsay Pubs remain open and, upon
13 information and belief, profitable.

14 **New Restricted Restaurant Ventures**

15 61. In October 2014, Flamingo Las Vegas Operating Company, LLC (“**Flamingo**”) entered
16 into an agreement (the “**Fish & Chips Agreement**”) with Gordon Ramsay Holdings Limited and
17 Gordon Ramsay for the development and operation of a restaurant (“**Fish & Chips**”) to be located in
18 Las Vegas at certain premises located at the retail center known as The Linq (the “**Linq**”). Flamingo is
19 an affiliate of Caesars.

20 62. At no time prior to entering into the Fish & Chips Agreement did Caesars or any of its
21 affiliates inform LLTQ or any of its affiliates of the Debtors’ pursuit of Fish & Chips.

22 63. On or about October 7, 2016, Fish & Chips opened at the Linq. At no time, whether prior
23 to opening Fish & Chips or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
24 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with Fish & Chips.

25 64. Caesars has not caused Flamingo to enter into any agreement with LLTQ, LLTQ 16 or
26 an affiliate of LLTQ or LLTQ 16 in connection with Fish & Chips.

27 65. Fish & Chips is a Restricted Restaurant Venture.

28 66. Horseshoe Baltimore Casino is an affiliate of Caesars.

1 67. Horseshoe Baltimore Casino, Gordon Ramsay Holdings Limited and Gordon Ramsay
2 entered into a license agreement for a Gordon Ramsay Steak restaurant to be located in Baltimore,
3 Maryland ("GR Steak Baltimore").

4 68. GR Steak Baltimore is a venture similar to the Gordon Ramsay Steak restaurant at the
5 Paris hotel in Las Vegas and which is the subject of the development and operation agreement entered
6 into December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
7 Paris Las Vegas Operating Company, LLC, on the other hand.

8 69. Caesars has not caused Horseshoe Baltimore Casino to enter into any agreement with
9 LLTQ, LLTQ 16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak Baltimore.

10 70. GR Steak Baltimore is a Restricted Restaurant Venture.

11 71. Upon and information and belief, Ramsay intends to open additional restaurants in the
12 United States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one of
13 its affiliates; and (b) qualifies as a Restricted Restaurant Venture.

14 72. On September 26, 2017, LLTQ, among others, sent a letter to Caesars requesting Caesars
15 comply with Section 13.22 of the LLTQ Agreement and provide a proposed development and operation
16 agreement in connection with GR Steak Baltimore along with any proposed changes from the LLTQ
17 Agreement.

18 73. In November 2017, GR Steak Baltimore opened. At no time, whether prior to opening
19 GR Steak Baltimore or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
20 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak
21 Baltimore.

22 **COUNT I – Breach of the LLTQ Agreement**
23 (against Caesars)

24 74. All preceding paragraphs are incorporated herein.

25 75. The object of the LLTQ Agreement is the development, construction, and operation of
26 the Gordon Ramsay Pub.

27 76. The Gordon Ramsay Pub was developed and constructed, and Caesars has continued to
28 operate the Gordon Ramsay Pub since it opened in December 2012.

77. The Gordon Ramsay Pub continues to generate revenues and is profitable.

1 78. Caesars continues to operate the Gordon Ramsay Pub in the same manner and fashion as
2 Caesars operated the Gordon Ramsay Pub since its opening.

3 79. Caesars intends to continue operating the Gordon Ramsay Pub.

4 80. Caesars has not been fined or sanctioned in any manner by any gaming authorities in
5 connection with its continued operations of the Gordon Ramsay Pub.

6 81. Caesars has not compensated LLTQ, LLTQ 16 or any of their respective affiliates as
7 required pursuant to the LLTQ Agreement despite Caesars' continued operation of the Gordon Ramsay
8 Pub, Fish & Chips, and GR Steak Baltimore.

9
10 **COUNT II – Breach of the FERG Agreement**
(against CAC)

11 82. All preceding paragraphs are incorporated herein.

12 83. The object of the FERG Agreement is the development and operation of the Gordon
13 Ramsay Pub and Grill.

14 84. The Gordon Ramsay Pub and Grill was developed and CAC has continued to operate
15 Gordon Ramsay Pub and Grill since it opened in 2015.

16 85. The Gordon Ramsay Pub and Grill continues to generate revenues and is profitable.

17 86. CAC continues to operate the Gordon Ramsay Pub and Grill in the same manner and
18 fashion as CAC operated the Gordon Ramsay Pub and Grill since its opening.

19 87. CAC intends to continue operating the Gordon Ramsay Pub and Grill.

20 88. CAC has not been fined or sanctioned in any manner by any gaming authorities in
21 connection with its continued operations of the Gordon Ramsay Pub and Grill.

22 89. CAC has not compensated FERG, FERG 16 or any of their respective affiliates as
23 required pursuant to the FERG Agreement despite Caesars' continued operation of the Gordon Ramsay
24 Pub and Grill.

25 **COUNT III – Accounting**
(against Caesars)

26 90. All preceding paragraphs are incorporated herein.

27 91. The LLTQ Agreement permits LLTQ and LLTQ 16 to request and conduct an audit
28 concerning the monies owed under the LLTQ Agreement.

92. The laws of equity also allow for LLTQ and LLTQ 16 to request an accounting of Caesars. Without an accounting, LLTQ and LLTQ 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

93. The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

94. LLTQ and LLTQ 16 has entrusted and relied upon Caesars to maintain accurate and complete records to compute the amount of monies due under the LLTQ Agreement.

95. LLTQ and LLTQ 16 request an accounting of the monies owed to it under the LLTQ Agreement, as well as all further relief found just, fair and equitable.

COUNT IV – Accounting
(against CAC)

96. All preceding paragraphs are incorporated herein.

97. The FERG Agreement permits FERG and FERG 16 to request and conduct an audit concerning the monies owed under the FERG Agreement.

98. The laws of equity also allow for FERG and FERG 16 to request an accounting of CAC. Without an accounting, FERG and FERG 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

99. The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

100. FERG and FERG 16 has entrusted and relied upon CAC to maintain accurate and complete records to compute the amount of monies due under the FERG Agreement.

101. FERG and FERG 16 request an accounting of the monies owed to it under the FERG Agreement, as well as all further relief found just, fair and equitable

PRAYER FOR RELIEF

WHEREFORE, LLTQ ENTERPRISES, LLC, LLTQ Enterprises 16, LLC, FERG, LLC and FERG 16, LLC respectfully request the entry of judgment in their favor and against Caesars and CAC as follows:

A. Monetary damages in excess of \$15,000, including:

1 and Counterclaims, and to bring additional counterclaims in connection with the complaint pending a
2 final determination of the Pending Appeals.

3 DATED July 2, 2018.

4 MCNUTT LAW FIRM, P.C.

5
6 /s/ Dan McNutt

DANIEL R. MCNUTT (SBN 7815)

7 MATTHEW C. WOLF (SBN 10801)

625 South Eighth Street

8 Las Vegas, Nevada 89101

Attorneys for LLTQ Enterprises, LLC;

9 LLTQ Enterprises 16, LLC; FERG, LLC;

10 and FERG 16, LLC
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1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that pursuant to Nev. R. Civ. P. 5(b) and EDCR 8.05 on July 2, 2018 I
3 caused service of the foregoing **LLTQ/FERG DEFENDANTS' ANSWER AND AFFIRMATIVE**
4 **DEFENSES TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIMS** to be made by
5 depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed
6 to the following and/or via electronic mail through the Eighth Judicial District Court's E-Filing system
7 to the following at the e-mail address provided in the e-service list:

8 James Pisanelli, Esq. (SBN 4027)
9 Debra Spinelli, Esq. (SBN 9695)
10 Brittnie Watkins, Esq. (SBN 13612)
11 PISANELLI BICE PLLC
12 400 South 7th Street, Suite 300
13 Las Vegas, NV 89101
14 jip@pisanellibice.com
15 dls@pisanellibice.com
16 btw@pisanellibice.com
17 Attorneys for Defendant
18 *PHWLTV, LLC*

19 Allen Wilt, Esq. (SBN 4798)
20 John Tennert, Esq. (SBN 11728)
21 FENNEMORE CRAIG, P.C.
22 300 East 2nd Street, Suite 1510
23 Reno, NV 89501
24 awilt@fclaw.com
25 jtennert@fclaw.com
26 Attorneys for Defendant
27 *Gordon Ramsay*

28 Robert E. Atkinson, Esq. (SBN 9958)
Atkinson Law Associates Ltd.
8965 S. Eastern Ave. Suite 260
Las Vegas, NV 89123
Robert@nv-lawfirm.com
Attorney for Defendant J. Jeffrey Frederick

/s/ Lisa A. Heller
Employee of McNutt Law Firm

EXHIBIT "2"

Daniel Brooks

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Friday, September 13, 2019 4:46 PM
To: Steven C. Bennett; 'David A. Carroll'; Daniel Brooks
Cc: James Pisanelli; Debra Spinelli; Brittanie T. Watkins; Robert A. Ryan
Subject: RE: Desert Palace v. Seibel; Request to Meet and Confer

Steve --

We are doing rolling productions of documents and are serving some documents today. We will continue serving rolling productions until we have produced the remaining documents, to the extent they are discoverable and not privileged. The financials requested below will be provided in the next production, with the exception of the documents regarding GR Steak – Atlantic City.

We reviewed your proposed amendment to the counterclaim and cannot stipulate to the amendment. We understand that you will move the court to be allowed to amend.

Thanks,

M. Magali Mercera
PISANELLI BICE, PLLC
Telephone: (702) 214-2100
mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Friday, September 13, 2019 11:22 AM
To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel; Request to Meet and Confer

CAUTION: External Email

Magali:

We still do not have the financial and compliance documents. Please produce those documents.

Nor do we have a response regarding our proposal for amendment of the complaint regarding the GR Steak – Atlantic City restaurant. Please respond.

Regards,

Steven C. Bennett

From: Steven C. Bennett
Sent: Monday, September 9, 2019 5:10 PM
To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Magali:

Your prior note indicated that you would produce the requested financial documents and compliance documents "by the end of the month," i.e., end of August. Could you please confirm that you will promptly produce the requested documents. With regard to GR Steak – Atlantic City, we have sent you a draft complaint amendment. Please advise whether that amendment is acceptable, and (as a result) whether you will produce financial documents regarding the GR Steak – Atlantic City entity.

Regards,

Steven C. Bennett

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, August 15, 2019 6:47 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are in the process of gathering the financial documents you requested below. However, we will not agree to produce the financial documents for GR Steak – Atlantic City. There are no claims regarding this restaurant in the pleadings. You previously indicated that you would be amending your pleadings and asked whether Caesars would consent. Without seeing the proposed amended pleading, we cannot determine whether we will consent to any such amendment. If you will provide the proposed amended pleading, we are happy to review and let you know if it changes our position. We are available for a telephonic EDCR 2.40 next week to discuss. Please let us know when you're available.

With respect to the compliance documents, we are reviewing our production to determine what additional documents, if any, may need to be produced. We will produce those as well by the end of the month. If there any outstanding issues that we have not addressed, please let me know.

Separately, we also have not heard from you on these issues from my June 5, 2019 emails:

- Supplemental Responses to Discovery (in the federal matter). We have not received the supplemental responses based upon the agreed-upon categories in the federal matter. Without these supplemental responses, it is impossible for us to determine whether documents were produced in response to the discovery requests served or whether TPOV, TPOV 16, and Mr. Seibel withheld documents responsive to specific requests or whether no responsive documents exist.

- Declarations regarding Yvette Seibel and Netty Wachtell (in both the state and federal matters). Based upon representations regarding the health of Ms. Seibel and Ms. Wachtell, we agreed not to proceed with their depositions pending confirmation from a doctor/caretaker that they are unable to be deposed and a stipulation that they will not be called as witnesses at trial in this matter or the state court matter. It is our understanding that previous counsel was looking into obtaining a declaration or other confirmation for a doctor/caretaker for Ms. Seibel and Ms. Wachtell. Please advise as to the status of the declaration/confirmation.
- Deposition of Bryn Dorfman (in both the state and federal matters). Previous counsel would not agree to present Ms. Dorfman for deposition, but agreed to accept service of a subpoena on her behalf. Given their withdrawal, please advise whether you will make Ms. Dorfman available for deposition. If not, please advise whether you are authorized to accept service of a subpoena on her behalf or if we should proceed with personal service.
- Objections to RPDs Nos. 33, 34, 35, 36, 37, and 38 (in the federal matter). These requests seek "Documents, Communications, and other materials that relate to, concern, and/or pertain in any way to the purported assignment of membership interests in TPOV to" the various individuals, including, but not limited to, Brian Ziegler and Craig Green. In response to these requests TPOV 16 asserted that these requests were based on an incorrect factual premise. As previously explained to counsel, the factual premise of our requests is based on TPOV 16's own complaint and related documents. Either TPOV 16's complaint is based on an incorrect factual premise or the objections to these requests are improper and should be withdrawn. Please advise whether you will withdraw the improper objections and that all documents responsive these requests have been produced.
- Brian Ziegler, Craig Green, and the Seibel Family 2016 Trust Responses to Subpoenas Duces Tecum (in the federal matter). Messrs. Ziegler and Green failed to produce any documents in response to subpoenas served by Paris. In response to some requests, they stated that they would produce certain documents "to the extent such documents have not already been produced in this action" or that documents had already been produced or were in the process of being produced by TPOV, TPOV 16, and Seibel. Mr. Ziegler and Mr. Green have their own files and records separate from TPOV, TPOV 16, and Mr. Seibel and are required to search for and produce documents in response to the subpoenas served by Paris. If they believe documents have already been produced by the Parties to the action, they must identify what documents from the productions were produced from their records. The Seibel Family 2016 Trust took a similar approach and did not produce documents or simply referred back to TPOV, TPOV 16 and Mr. Seibel's production. On the eve of the Trust's deposition, the Trust produced a handful of bank records and during the deposition, we learned that other documents were not produced, including, but not limited to tax returns. Please advise whether Messrs. Ziegler and Green and the Trust will be producing documents responsive to the subpoenas

Additionally, we have not heard from you on our request for a meet and confer on the following (in the state court matter):

- Mr. Seibel's Response to Desert Palace, Inc.'s First Set of Interrogatories:
 - Response to Interrogatory No. 2: In part, Mr. Seibel objected to this request claiming it called for privileged information protected by the attorney client and work-product privileges. The interrogatory, however, does not seek privileged information as it requests information regarding contracts that were terminated. Please confirm that no information was withheld from this response. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claim of privilege is appropriate.
 - Response to Interrogatory Nos. 3, 4, 5, 6, and 7: Mr. Seibel objected, in part, to these interrogatories on the basis that the request was "too vague or ambiguous." Please advise what clarification Mr. Seibel is seeking to respond to these interrogatories.
 - Response to Interrogatory Nos. 8, 9, 10, 11, and 12: In part, Mr. Seibel objected to these requests claiming they called for privileged information protected by the attorney client and work-product

privileges. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claims of privilege are appropriate.

- **Response to Interrogatory Nos. 18, 19, 20, and 21:** The answers provided to these interrogatories are incomplete and do not include information regarding the business and personal connections between the parties and should be supplemented.
- **Mr. Seibel's Response to Caesars' First Requests for Production:**
 - **Response to RPD Nos. 3, 30, 31, 45, 60, 61, 77, 78, 94, and 95:** These requests ask not only for documents sufficient to show the formation, ownership, and control of the various entities, but seek any documents relating thereto which would include communications regarding the same. Please confirm that the documents requested will be produced.
 - **Response to RPD Nos. 8:** Mr. Seibel concealed the information related to his Voluntary Disclosure application from Caesars. This information is relevant to show Mr. Seibel's actions which gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes. This request should be supplemented and the attempted narrowing withdrawn. Further, if documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log.
 - **Response to RPD Nos. 7, 22, 34, 39, 48, 54, 57, 64, 71, 74, 81, 88, 91, 98, 105, 108, 122, and 125:** To the extent documents responsive to these requests are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.
 - **Response to RPD No. 23:** This information is relevant to show Mr. Seibel's actions that gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes.
 - **Response to RPD No. 26:** Mr. Seibel objected to this request, in part, based on the marital privilege. However, this request seeks information from before the time that Mr. Seibel and Ms. Dorfman were married and thus, the privilege does not apply. Further, to the extent documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.

Please let us know your availability next week for a telephonic EDCR 2.34 meet and confer to discuss these issues.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Wednesday, August 14, 2019 1:57 PM

To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

It has been more than two months since we asked for the documents outlined in my message of June 4 (and re-stated in my message of August 2). Please advise, not later than the close of business on Friday, August 16, whether you will

produce the documents, and provide a schedule for their production. If we receive no message confirming a schedule for production, we will seek the intervention of the Court.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Friday, August 2, 2019 5:13 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Following up on the message below, please advise whether you will provide the requested information. In particular, regarding financial information, we require:

1. GR Pub & Grill Caesars Palace – Las Vegas Profit and Loss Statements - June 2015 to present
2. GR Steak Las Vegas – Profit and Loss Statements – September 2016 to present
3. GR Fish & Chips Las Vegas Profit and Loss Statements – October 2016 (opening) to present
4. Old Homestead Profit and Loss Statements - September 2016 to present
5. GR Pub & Grill Caesars Atlantic City Profit and Loss Statements - June 2015 to present
6. GR Steak Atlantic City Profit and loss statements – Opening to present
7. GR Steak Baltimore Profit and Loss Statements – November 2017 (opening) to present
8. Serendipity 3 – Profit and Loss Statements – September 2016 through December 31, 2016

Let us know promptly when this information (including the Compliance materials and the Financial information) will be provided.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Tuesday, June 4, 2019 4:55 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Thank you for participating in the meet and confer regarding discovery issues in this (State) case. As discussed, the following is a brief summary, as I understand it, of the LLTQ/Seibel parties. This summary is incomplete, as we have not

had an opportunity to review the most recent production from Caesars, provided on May 22, 2019, the day before the Certilman firm moved to withdraw. We offer this summary, without prejudice, in hopes of determining whether we can resolve at least these issues without need for the intervention of the Court.

1. Compliance information:

With regard to the Caesars decision to terminate contracts Rowen Seibel and related entities (or their assignees) seek:

- A. Agenda for the Caesars Compliance Committee meeting(s) for any discussion on that topic
 - B. Minutes of any meeting of the Compliance Committee on that topic
 - C. Report(s) or other communication with the Nevada Gaming Commission or Nevada Gaming Control Board on that topic
 - D. Any amendments / revisions to the Caesars Ethics and Compliance Program document (we have only the version dated 8/5/2013)
2. P & L statements for all restaurants covered by the contracts with Rowen Seibel and related entities (or their assignees), including statements post-termination (August 2016).
3. P & L statements for Atlantic City Steak. Our understanding is that Caesars takes the position that such statements are not relevant because Atlantic City Steak is not specifically mentioned in the Complaint. Will Caesars agree to amendment of the Complaint to include reference to that entity, and thereafter produce the requested documents?

Our understanding is that you will provide a similar summary of as-yet unresolved requests from Caesars (and whatever correspondence there may have been regarding those requests), with the aim of discussing the requests at a further meet and confer session after the conference with the Court on June 6.

Separately, as discussed, please provide us with the last form of deposition schedule, so that we may begin to discuss potential new dates for depositions. Further, as discussed, it will be helpful to consider the extent to which some or all of the depositions can be taken once, for use in both the State and Federal cases.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Tuesday, June 4, 2019 2:05 PM

To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

We are on the line. Please dial in.

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:55 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

That works. We'll talk then.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:35 PM

To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Thank you. Let's try for 11 AM (Pacific), which is 2 PM (Eastern). We can use:

888-619-1583

917720 # (code)

Regards,

Steve Bennett

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:30 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven --

We are available tomorrow before 12pm (PST) for a call. Please let us know your availability.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:14 PM

To: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Cc: David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Subject: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

We have been engaged by the Defendants in No. A-17-760537-B / Plaintiffs in No. A-17-751759-B (Dist. Ct. Clark County). Rice Reuther Sullivan & Carroll has been engaged as local counsel. We are in the process of obtaining pro hac vice admission to the Court. We request your confirmation that you have no objection to our pro hac vice admission.

Further, we understand that there is a status conference in the case, scheduled for June 6, 2019. We are prepared to "meet and confer" with you, in advance of that conference, at your convenience. Please advise what time(s) are most convenient for you.

Regards,

Steven C. Bennett

Steven C. Bennett
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019
(646) 412-3234 (direct)
(212) 757-0007 (main)
scb@szslaw.com

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EXHIBIT "3"

AACC

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

NATHAN Q. RUGG*
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200 W. MADISON ST., SUITE 3900
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Tel. (312) 984-3127 / Fax. (312) 984-3150
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and FERG 16, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

5 Plaintiff,

6 v.

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

11 Defendants,

12 AND ALL RELATED MATTERS

Case No.: A-17-751759-B
Dept. No.: 11

Consolidated with:
Case No.: A-17-760537-B

**FIRST AMENDED LLTQ/FERG
DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT AND
AMENDED COUNTERCLAIMS**

This document applies to:
A-17-760537-B

13 Defendants LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, and FERG 16,
14 LLC (collectively, the "LLTQ/FERG Defendants") hereby answer the claims asserted by Plaintiffs in
15 the above-captioned matter as follows:

PRELIMINARY STATEMENT

16 1. The LLTQ/FERG Defendants deny the allegations contained in paragraph 1, except
17 admit that Caesars entered into multiple agreements with entities previously owned by, managed by or
18 affiliated with Rowen Seibel, and that Caesars requested and received "Business Information Forms"
19 from Mr. Seibel in connection with the MOTI and DNT business relationships. The contents of the
20 agreements and "Business Information Forms" speak for themselves, and LLTQ/FERG Defendants
21 respectfully refer to those documents for the full and complete contents thereof.

22 2. The LLTQ/FERG Defendants deny the allegations contained in paragraph 2.

23 3. The LLTQ/FERG Defendants deny the allegations contained in paragraph 3, except
24 admit that on April 18, 2016, Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct
25 and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a
26 class E felony and served one month in prison.

27 4. The LLTQ/FERG Defendants deny the allegations contained in paragraph 4.

28 5. The LLTQ/FERG Defendants deny the allegations contained in paragraph 5, except
admit that Caesars wrongfully purported to terminate the agreements and state that the contents of the

1 certain agreements referenced in paragraph 5 speak for themselves, and respectfully refer to the
2 aforementioned agreements for the full and complete contents thereof.

3 6. The LLTQ/FERG Defendants deny the allegations contained in paragraph 6, except
4 admit that Caesars wrongfully attempted to terminate their agreements, that Caesars cannot continue to
5 operate the restaurants subject to such agreements absent providing compensation to the LLTQ/FERG
6 Defendants, that the LLTQ/FERG Defendants and certain of the Plaintiffs are parties to litigation
7 commenced in the jointly-administered chapter 11 bankruptcy cases of Caesars Palace and CAC in the
8 United States Bankruptcy Court, Northern District of Illinois, Eastern Division, Case No. 15-01145
9 (“Bankruptcy Actions”), and that Caesars commenced the present action by a complaint that speaks for
10 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
11 thereof.

12 7. The LLTQ/FERG Defendants deny the allegations contained in paragraph 7, except
13 admit that certain defendants are seeking monetary relief from Caesars in different courts across the
14 country related to the agreements, and that Caesars commenced the present action by a complaint that
15 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
16 complete contents thereof.

17 8. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 8, except admit that Caesars commenced
19 the present action by a complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer
20 to the complaint for the full and complete contents thereof.

21 **PARTIES, JURISDICTION, AND VENUE**

22 9. The LLTQ/FERG Defendants admit the allegations contained in paragraph 9.

23 10. The LLTQ/FERG Defendants admit the allegations contained in paragraph 10.

24 11. The LLTQ/FERG Defendants admit the allegations contained in paragraph 11.

25 12. The LLTQ/FERG Defendants admit the allegations contained in paragraph 12.

26 13. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 13.

28 14. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 14.

2 15. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 15.

4 16. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 16.

6 17. The LLTQ/FERG Defendants deny the allegations contained in paragraph 17 except the
7 LLTQ/FERG Defendants admit that TPOV Enterprises, LLC is a New York limited liability company,
8 and that the TPOV Agreement was entered into in or about November 2011, the contents of which speak
9 for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

10 18. The LLTQ/FERG Defendants deny the allegations contained in paragraph 18 except
11 admit that TPOV Enterprises 16, LLC is a Delaware limited liability company, and that a letter was sent
12 informing Caesars of the assignment.

13 19. The LLTQ/FERG Defendants deny the allegations contained in paragraph 19 except
14 admit the location and corporate status of LLTQ Enterprises, LLC, that the LLTQ Agreement was
15 entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully refer
16 to the LLTQ Agreement for the full and complete contents thereof.

17 20. The LLTQ/FERG Defendants deny the allegations contained in paragraph 20 except
18 admit that LLTQ Enterprises 16, LLC is a Delaware limited liability company, and that a letter was sent
19 informing Caesars of the assignment.

20 21. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the allegations contained in paragraph 21.

22 22. The LLTQ/FERG Defendants deny the allegations contained in paragraph 22 except
23 admit the location and corporate status of FERG, LLC, that the FERG Agreement was entered into on
24 or about May 16, 2014, the contents of which speak for themselves, and respectfully refer to the FERG
25 Agreement for the full and complete contents thereof.

26 23. The LLTQ/FERG Defendants deny the allegations contained in paragraph 23 except
27 admit that FERG 16, LLC is a Delaware limited liability company, and that a letter was sent informing
28 CAC of the assignment.

1 24. The LLTQ/FERG Defendants admit that Seibel assigned his duties and obligations under
2 the LLTQ Agreement and FERG Agreement to Mr. Frederick, to the extent any duties existed. The
3 LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the truth of
4 the balance of the allegations contained in paragraph 24.

5 25. The LLTQ/FERG Defendants deny the allegations contained in paragraph 25.

6 **STATEMENT OF FACTS**

7 26. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the allegations contained in paragraph 26.

9 27. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of whether, "In reliance on those representations (among other things), Caesars
11 Palace and MOTI entered into the MOTI Agreement." The LLTQ/FERG Defendants deny the balance
12 of the allegations contained in paragraph 27 except admit that to the extent that a "Business Information
13 Form" is referenced in paragraph 27, the contents of said "Business Information Form" speak for
14 themselves, and respectfully refer to the "Business Information Form" for the full and complete contents
15 thereof.

16 28. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 28.

18 29. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 29.

20 30. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 30.

22 31. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 31 except admit that to the extent a
24 "Business Information Form" is referenced in paragraph 31, the contents of said "Business Information
25 Form" speak for themselves, and respectfully refer to the "Business Information Form" for the full and
26 complete contents thereof.

27 32. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 32.

1 33. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 33.

3 34. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 34.

5 35. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 35.

7 36. The LLTQ/FERG Defendants deny the allegations contained in paragraph 36, except
8 admit that Caesars entered into multiple agreements with entities previously owned by, managed by or
9 affiliated with Rowen Seibel, the contents of which speak for themselves, and respectfully refer to the
10 aforementioned agreements for the full and complete contents thereof.

11 37. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 37.

13 38. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 38 except admit that the contents of said
15 "Business Information Form" speak for themselves, and respectfully refer to the "Business Information
16 Form" for the full and complete contents thereof.

17 39. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 39.

19 40. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 40.

21 41. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 41.

23 42. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 42.

25 43. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 43.

27 44. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 44.

1 45. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 45.

3 46. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 46.

5 47. The LLTQ/FERG Defendants deny the allegations contained in paragraph 47 except
6 admit that the TPOV Agreement was entered into in or about November 2011 in connection with a
7 restaurant in the Paris casino known as "Gordon Ramsay Steak", the contents of which speak for
8 themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

9 48. The LLTQ/FERG Defendants deny the allegations contained in paragraph 48 except
10 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
11 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
12 thereof.

13 49. The LLTQ/FERG Defendants deny the allegations contained in paragraph 49 except
14 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
15 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
16 thereof.

17 50. The LLTQ/FERG Defendants deny the allegations contained in paragraph 50 except
18 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
19 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
20 thereof.

21 51. The LLTQ/FERG Defendants deny the allegations contained in paragraph 51 except
22 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
23 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
24 thereof.

25 52. The LLTQ/FERG Defendants deny the allegations contained in paragraph 52 except
26 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
27 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
28 thereof.

1 53. The LLTQ/FERG Defendants deny the allegations contained in paragraph 53 except
2 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
3 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
4 thereof.

5 54. The LLTQ/FERG Defendants deny the allegations contained in paragraph 54 except
6 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
7 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
8 thereof.

9 55. The LLTQ/FERG Defendants deny the allegations contained in paragraph 55.

10 56. The LLTQ/FERG Defendants deny the allegations contained in paragraph 56.

11 57. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 57 except admit that the LLTQ Agreement
13 was entered into on or about April 4, 2012 in connection with a restaurant in the Caesars Palace casino
14 known as the Gordon Ramsay Pub, the contents of which speak for themselves, and respectfully refer
15 to the LLTQ Agreement for the full and complete contents thereof.

16 58. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 58 except admit that the LLTQ Agreement
18 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
19 refer to the LLTQ Agreement for the full and complete contents thereof.

20 59. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 59 except admit that the LLTQ Agreement
22 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
23 refer to the LLTQ Agreement for the full and complete contents thereof.

24 60. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 60 except admit that the LLTQ Agreement
26 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
27 refer to the LLTQ Agreement for the full and complete contents thereof.

28 61. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 61 except admit that the LLTQ Agreement
2 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
3 refer to the LLTQ Agreement for the full and complete contents thereof.

4 62. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 62 except admit that the LLTQ Agreement
6 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
7 refer to the LLTQ Agreement for the full and complete contents thereof.

8 63. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 63 except admit that the LLTQ Agreement
10 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
11 refer to the LLTQ Agreement for the full and complete contents thereof.

12 64. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 64 except admit that the LLTQ Agreement
14 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
15 refer to the LLTQ Agreement for the full and complete contents thereof.

16 65. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 65 except admit that the LLTQ Agreement
18 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
19 refer to the LLTQ Agreement for the full and complete contents thereof.

20 66. The LLTQ/FERG Defendants deny the allegations contained in paragraph 66.

21 67. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 67 except admit that the LLTQ Agreement
23 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
24 refer to the LLTQ Agreement for the full and complete contents thereof.

25 68. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 68, except admit that the LLTQ Agreement
27 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
28 refer to the LLTQ Agreement for the full and complete contents thereof, and admit the allegations

1 contained in the first sentence of paragraph 68 and that the LLTQ/FERG Defendants assert that Section
2 13.22 is enforceable.

3 69. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 69.

5 70. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 70.

7 71. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 71.

9 72. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 72.

11 73. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 73.

13 74. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 74.

15 75. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 75.

17 76. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 76.

19 77. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 77.

21 78. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 78.

23 79. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 79 except admit that the FERG Agreement
25 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
26 refer to the FERG Agreement for the full and complete contents thereof.

27 80. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 80 except admit that the FERG Agreement

1 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
2 refer to the FERG Agreement for the full and complete contents thereof.

3 81. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 81 except admit that the FERG Agreement
5 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
6 refer to the FERG Agreement for the full and complete contents thereof.

7 82. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 82 except admit that the FERG Agreement
9 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
10 refer to the FERG Agreement for the full and complete contents thereof.

11 83. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 83 except admit that the FERG Agreement
13 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
14 refer to the FERG Agreement for the full and complete contents thereof.

15 84. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 84 except admit that the FERG Agreement
17 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
18 refer to the FERG Agreement for the full and complete contents thereof.

19 85. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG Agreement
21 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
22 refer to the FERG Agreement for the full and complete contents thereof.

23 86. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG Agreement
25 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
26 refer to the FERG Agreement for the full and complete contents thereof.

27 87. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 87 except admit that the FERG Agreement

1 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
2 refer to the FERG Agreement for the full and complete contents thereof.

3 88. The LLTQ/FERG Defendants deny the allegations contained in paragraph 88.

4 89. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 89 except admit that the FERG Agreement
6 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
7 refer to the FERG Agreement for the full and complete contents thereof.

8 90. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 90, except admit that the FERG Agreement
10 was entered into on or about May 16, 2015, the contents of which speak for themselves, and respectfully
11 refer to the FERG Agreement for the full and complete contents thereof, and admit the allegations
12 contained in the first sentence of paragraph 90 and that the LLTQ/FERG Defendants assert that Section
13 4.1 is enforceable.

14 91. The LLTQ/FERG Defendants deny the allegations contained in paragraph 91.

15 92. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 92.

17 93. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 93.

19 94. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 94.

21 95. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 95.

23 96. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 96.

25 97. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 97.

27 98. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 98.

1 99. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 99.

3 100. The LLTQ/FERG Defendants aver that paragraph 100 contains conclusions of law to
4 which no responsive pleading is required. To the extent a response is required, the LLTQ/FERG
5 Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations
6 contained in paragraph 100.

7 101. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 101.

9 102. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 102.

11 103. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 103.

13 104. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 104.

15 105. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 105.

17 106. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 106 except admit that on April 18, 2016,
19 Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due
20 administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony.

21 107. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 107 except admit that on August 19, 2016,
23 the Southern District of New York sentenced Rowen Seibel to serve one month in prison, six months in
24 home detention, and 300 hours of community service.

25 108. The LLTQ/FERG Defendants deny the allegations contained in paragraph 108 except
26 admit that the letter referenced in paragraph 108 was sent on or about April 8, 2016, the contents of
27 which speak for themselves, and respectfully refers to the aforementioned letter for the full and complete
28 contents thereof.

1 109. The LLTQ/FERG Defendants deny the allegations contained in paragraph 109, except
2 admit that Caesars wrongfully purported to terminate all of its agreements with entities that were
3 associated or had been associated with Rowen Seibel.

4 110. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 110.

6 111. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 111.

8 112. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 112.

10 113. The LLTQ/FERG Defendants deny the allegations contained in paragraph 113 except
11 admit that the aforementioned letter from Caesars Palace to TPOV was dated September 2, 2016, the
12 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
13 and complete contents thereof.

14 114. The LLTQ/FERG Defendants deny the allegations contained in paragraph 114 except
15 admit that the aforementioned letter from Caesars Palace to LLTQ was dated September 2, 2016, the
16 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
17 and complete contents thereof.

18 115. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 115.

20 116. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 116.

22 117. The LLTQ/FERG Defendants deny the allegations contained in paragraph 117 except
23 admit that the aforementioned letter from Caesars Palace to FERG was dated September 2, 2016, the
24 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
25 and complete contents thereof.

26 118. The LLTQ/FERG Defendants deny the allegations contained in paragraph 118 except
27 admit certain referenced letters were sent to Caesars, which speak for themselves, and respectfully refer
28 to the aforementioned letters for the full and complete contents thereof.

1 119. The LLTQ/FERG Defendants deny the allegations contained in paragraph 119 except
2 admit that the aforementioned letter from Caesars Palace was dated September 12, 2016, the contents of
3 which speak for themselves, and respectfully refer to the aforementioned letter for the full and complete
4 contents thereof.

5 120. The LLTQ/FERG Defendants admit the allegations contained in paragraph 120.

6 121. The LLTQ/FERG Defendants deny the allegations contained in paragraph 121 except
7 admit that Caesars Palace filed the motion to reject and that LLTQ and FERG objected to the motion.

8 122. The LLTQ/FERG Defendants deny the allegations contained in paragraph 122 except
9 admit that LLTQ and FERG filed the administrative expense request and that Caesars Palace and CAC
10 objected to the request.

11 123. The LLTQ/FERG Defendants deny the allegations contained in paragraph 123 except
12 admit that MOTI filed the administrative expense request and that Caesars Palace objected to the request.

13 124. The LLTQ/FERG Defendants admit the allegations contained in paragraph 124 except
14 deny the defenses and contentions made by Caesars Palace and CAC.

15 125. The LLTQ/FERG Defendants deny the allegations contained in paragraph 125.

16 126. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 126.

18 127. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 127.

20 128. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 128.

22 129. The LLTQ/FERG Defendants deny the allegations contained in paragraph 129 except
23 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
24 Action speak for themselves and respectfully refer to the aforementioned docket for the full and
25 complete contents thereof.

26 130. The LLTQ/FERG Defendants deny the allegations contained in paragraph 130 except
27 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
28 Action speak for themselves and respectfully refer to the aforementioned docket for the full and

1 complete contents thereof.

2 **COUNT I**

3 131. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
4 LLTQ/FERG Defendants' responses in paragraphs 1-130 above as if fully set forth herein.

5 132. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

6 133. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
7 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
8 parties.

9 134. The LLTQ/FERG Defendants deny the allegations contained in paragraph 134, except
10 admit that Caesars seeks declaratory relief in the present action.

11 135. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 135, except
12 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for
13 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
14 thereof.

15 **COUNT II**

16 136. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
17 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

18 137. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

19 138. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
20 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
21 parties.

22 139. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 139.

23 140. The LLTQ/FERG Defendants deny the allegations contained in paragraph 140, except
24 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those
25 documents for the full and complete contents thereof.

26 141. The LLTQ/FERG Defendants deny the allegations contained in paragraph 141, except
27 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those
28 documents for the full and complete contents thereof.

142. The LLTQ/FERG Defendants deny the allegations contained in paragraph 142.

143. The LLTQ/FERG Defendants deny the allegations contained in paragraph 143.

144. The LLTQ/FERG Defendants deny the allegations contained in paragraph 144.

145. The LLTQ/FERG Defendants deny the allegations contained in paragraph 145, except admit that Caesars seeks declaratory relief in the present action.

146. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 146, except admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents thereof.

COUNT III

147. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

148. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

149. The LLTQ/FERG Defendants admit that the parties dispute whether the referenced sections of the agreements are enforceable, but deny there is a justiciable controversy ripe for adjudication among the parties.

150. The LLTQ/FERG Defendants deny the allegations contained in paragraph 150.

151. The LLTQ/FERG Defendants deny the allegations contained in paragraph 151.

152. The LLTQ/FERG Defendants deny the allegations contained in paragraph 152.

153. The LLTQ/FERG Defendants deny the allegations contained in paragraph 153.

154. The LLTQ/FERG Defendants deny the allegations contained in paragraph 154.

155. The LLTQ/FERG Defendants deny the allegations contained in paragraph 155, except admit that Caesars seeks declaratory relief in the present action.

156. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 156, except admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents thereof.

1 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

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

3 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

4 158. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses their
5 allegations and claims in the contested matters between the LLTQ/FERG Defendants, Caesars Palace
6 and CAC filed in the Bankruptcy Actions and all related matters and proceedings.

7 **AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

8 159. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses their
9 arguments in their motion to dismiss this action.

10
11 **AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

12 160. Plaintiff's claims warrant dismissal under the first-to-file rule and due to forum shopping.

13 **AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

14 161. Plaintiffs consented to and ratified the assignments from FERG to FERG 16, from LLTQ
15 Enterprises to LLTQ Enterprises 16, and from Seibel to Frederick.

16 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

17 162. Plaintiffs are precluded from obtaining the relief they seek because, based on information
18 and belief, they do or have done business with persons who have criminal records or are actually or
19 potentially unsuitable.

20 **AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

21 163. Plaintiffs are precluded from obtaining the relief they seek because they owe money to
22 LLTQ/FERG Defendants.

23 **AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

24 164. Plaintiffs are precluded under the applicable contracts from continuing to operate the
25 subject restaurants, use the licensed materials, and do business with Ramsay related to the subject
26 restaurants and similar ventures.

27 **AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

28 165. Plaintiffs breached the applicable contracts with LLTQ/FERG Defendants and therefore

1 are precluded from pursuing their claims.

2 **AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

3 166. Plaintiffs' claims are barred by the statute of limitations or statute of repose.

4 **AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

5 167. Plaintiffs' claims are barred, in whole or in part, by the doctrines of acquiescence,
6 estoppel, laches, ratification, unclean hands, unjust enrichment, or waiver, as well as all other applicable
7 equitable doctrines.

8 **AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

9 168. Plaintiffs' claims are barred, in whole or in part, by their own conduct, including but not
10 limited to their failure to mitigate their damages.

11 **AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

12 169. The alleged unsuitability of Seibel is immaterial and irrelevant because, inter alia, he
13 assigned his interests, if any, in LLTQ/FERG Defendants or the contracts.

14 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

15 170. This Court lacks jurisdiction over the allegations, claims, and theories alleged by
16 Plaintiffs that already are pending in the Bankruptcy Actions and all related matters and proceedings.

17 **AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

18 171. All possible affirmative defenses may not have been alleged herein insofar as sufficient
19 facts were not available after reasonable inquiry upon the filing of LLTQ/FERG Defendants' answer.
20 Therefore, Defendants reserve the right to amend their answer to allege additional affirmative defenses
21 if subsequent investigation so warrants. Defendants reserve the right to (a) rely upon such other
22 affirmative defenses as may be supported by the facts to be determined through full and complete
23 discovery, and (b) voluntarily withdraw any affirmative defense.

24 **AMENDED CCOUNTERCLAIMS**

25 NOW COMES LLTQ ENTERPRISES, LLC ("LLTQ"), LLTQ ENTERPRISES 16, LLC
26 ("LLTQ 16"), FERG, LLC ("FERG") and FERG 16, LLC ("FERG 16"), by and through their
27 undersigned counsel, and for their Counterclaims against Desert Palace, Inc. ("Caesars") and
28 Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC"), allege as follows:

1 **PARTIES**

2 1. LLTQ is a Delaware limited liability company.

3 2. FERG is a Delaware limited liability company and an affiliate of LLTQ.

4 3. LLTQ 16 is a Delaware limited liability company and successor in interest to LLTQ.

5 4. FERG 16 is a Delaware limited liability company and successor in interest to FERG.

6 5. Caesars is a Nevada corporation and has a principal place of business of 3570 Las Vegas
7 Boulevard South, Las Vegas, Nevada, which is a resort hotel casino known as "Caesars Palace."

8 6. CAC is a Delaware limited liability company, an affiliate of Caesars, and has a principal
9 place of business of 2100 Pacific Avenue, Atlantic City, New Jersey.

10 **GENERAL ALLEGATIONS**

11 **The LLTQ Agreement and Restrictions**

12 7. LLTQ and Caesars entered into that certain Development and Operation Agreement
13 with an effective date of April 12, 2012 (the "LLTQ Agreement").

14 8. In connection with entering into the LLTQ Agreement, Caesars did not require LLTQ
15 nor its Associated Persons (as that term is defined in the LLTQ Agreement to provide information
16 concerning LLTQ's "suitability" or complete a business information form.

17 9. Contemporaneously with entering into the LLTQ Agreement, Caesars entered into that
18 certain Development, Operation and License Agreement (the "Ramsay LV Agreement") with Gordon
19 Ramsay and his affiliate business, Gordon Ramsay Holdings Limited (collectively, "Ramsay").

20 10. The LLTQ Agreement and the Ramsay LV Agreement were negotiated
21 contemporaneously with among the parties. Mr. Rowen Seibel on behalf of LLTQ assisted in the
22 negotiations of the Ramsay LV Agreement.

23 11. Representatives of Caesars, LLTQ and Ramsay engaged in multiple meetings to
24 negotiate the terms of the design, development, construction, and operation of and the sharing of profits
25 from that certain "Gordon Ramsay Pub" (defined as the "Restaurant" in the LLTQ Agreement)
26 located at the "Restaurant Premises" (as defined in the LLTQ Agreement) in a property owned and
27 operated by Caesars in Las Vegas, Nevada.

1 12. Both Caesars and LLTQ contributed an amount not less than \$1,000,000 of the costs
2 required to develop the Gordon Ramsay Pub.

3 13. The LLTQ Agreement and the Ramsay LV Agreement are integrated and, together,
4 establish a single transaction and agreement among LLTQ, Caesars and Ramsay to design, develop,
5 construct, and operate the Gordon Ramsay Pub and share the profits therefrom.

6 14. Both the LLTQ Agreement and the Ramsay LV Agreement were (a) executed and
7 effective as of the same day, (b) concern the same subject matter, and (c) refer to each other. Caesars
8 is a party to both contracts, which contain the same choice of law, dispute resolution, and other
9 provisions.

10 15. For the consideration received under the LLTQ Agreement, including a \$1,000,000
11 development contribution provided by LLTQ, Caesars agreed that it and its affiliates would not pursue
12 a venture similar to, among other ventures, the Gordon Ramsay Pub without entering into an agreement
13 with LLTQ (or its affiliates) similar to the LLTQ Agreement.

14 16. Specifically, Section 13.22 of the LLTQ Agreement provides:

15 If Caesars elects under this Agreement to pursue any venture similar to (i) the Restaurant
16 (i.e., any venture generally in the nature of a pub, bar, café or tavern) or (ii) the
17 “Restaurant” as defined in the development and operation agreement entered into
18 December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one
19 hand, and Paris Las Vegas Operating Company, LLC, on the other hand (i.e., any
20 venture generally in the nature of a steak restaurant, fine dining steakhouse or chop
21 house) [each a “**Restricted Restaurant Venture**,” and, collectively, the “**Restricted**
22 **Restaurant Ventures**”], Caesars and LLTQ shall, or shall cause an Affiliate to, execute
23 a development and operation agreement on the same terms and conditions as this
24 Agreement, subject only to revisions proposed by Caesars or its Affiliate as are
25 necessary to reflect the difference in location between the Restaurant and such other
26 venture (including, for the avoidance of doubt, the Baseline Amount, permitted
27 Operating Expenses and necessary Project Costs).

28 17. Section 13.22 of the LLTQ Agreement survives both expiration and termination of the
LLTQ Agreement.

 18. Section 10.2 of the LLTQ Agreements provides Caesars the right to terminate for
unsuitability. Section 4.2.5 indicates Caesars can terminate the contract based on suitability per section
10.2. Section 4.3.2. states that after termination Caesars maintains its rights in the Restaurant Premises,

1 the furniture and equipment and its marks, and that Caesars can only operate “a restaurant in the
2 Restaurant Premises.”

3 19. Section 4.3.1 of the LLTQ Agreement expressly provides:

4 The provisions of this Section 4.3 and Section 2.3(b), the last sentence of Section 11.2.2
5 and Articles 12 and 13 (other than Section 13.16) shall survive any termination or
6 expiration of this Agreement.

7 20. Since its opening, the Gordon Ramsay Pub has been one of the most profitable
8 restaurants for Caesars at its Las Vegas location.

9 **The First Restricted Restaurant Venture**

10 21. Due in part to the restrictions contained in Section 13.22 of the LLTQ Agreement and a
11 developing falling out between Rowen Seibel, the former principal of LLTQ, and Ramsay, in December
12 2013, Caesars made clear to representatives of both LLTQ and Ramsay that both LLTQ and Ramsay
13 were required for Caesars (or its affiliate) to proceed with a restaurant similar to the Gordon Ramsay
14 Pub to be located at a property owned and operated by CAC, in Atlantic City, New Jersey.

15 22. In an email to representatives for both LLTQ and Ramsay, Jeffrey Frederick (Caesars’
16 then Regional Vice President Food & Beverage and one of its representatives heavily involved in the
17 negotiations of the LLTQ Agreement and the Ramsay LV Agreement), stated that “we [Caesars] are
18 not able to proceed” with a Ramsay Pub without both Mr. Seibel and Gordon Ramsay “agreeing to do
19 so.”

20 23. Mr. Frederick’s email goes on to state: “I want to be clear. I’ve confirmed with Toni
21 [Jenkin – Global President of Caesars Entertainment Operating Company, Inc.] and our [Caesars’] legal
22 counsel we are not able to proceed with GR Steak or GR P&G [Gordon Ramsay Pub and Grill] without
23 both you and Rowen agreeing to do so, nor a concept similar in the Steakhouse, Chophouse, Bar &
24 Grill, Pub or Tavern Categories.”

25 24. Representatives of Caesars, FERG, and Ramsay engaged in multiple meetings to
26 negotiate the terms of the design, development, construction, and operation of and the sharing of profits
27 of a restaurant similar to the Gordon Ramsay Pub to be located at a property owned and operated by
28 CAC, in Atlantic City, New Jersey.

1 25. FERG and CAC entered into that certain Consulting Agreement concerning the Atlantic
2 City venture with an effective date of May 16, 2014 (the “**FERG Agreement**”).

3 26. Contemporaneously with entering into the FERG Agreement, CAC entered into that
4 certain Development, Operation and License Agreement concerning the Atlantic City venture (the
5 “**Ramsay AC Agreement**”) with Ramsay.

6 27. The FERG Agreement and the Ramsay AC Agreement were negotiated
7 contemporaneously with one another between the parties.

8 28. The FERG Agreement and the Ramsay AC Agreement are integrated and, together,
9 establish a single transaction and agreement among FERG, CAC and Gordon Ramsay to design,
10 develop, construct, and operate the “**Gordon Ramsay Pub and Grill**” (defined as the “Restaurant” in
11 the FERG Agreement) located at the “Restaurant Premises” (as defined in the FERG Agreement) in
12 CAC’s location in Atlantic City.

13 29. Both the FERG Agreement and the Ramsay AC Agreement were (a) executed and
14 effective as of the same day, (b) concern the same subject matter, and (c) the FERG Agreement
15 references the Ramsay AC Agreement in numerous provisions. CAC is a party to both contracts, which
16 contain the same choice of law, dispute resolution, and other provisions.

17 30. Section 4.1 of the FERG Agreement states: “In the event a new agreement is executed
18 between CAC and/or its Affiliate and Gordon Ramsay and/or his Affiliate relative to the [Gordon
19 Ramsay Pub and Grill] or the [Gordon Ramsay Pub and Grill] Premises, this Agreement shall be in
20 effect an binding on the parties during the term thereof.”

21 31. Section 4.2(a) and (b) of the FERG Agreement provide certain termination rights of the
22 FERG Agreement only “if CAC simultaneously terminates the [Ramsay AC Agreement] and no
23 different or amended agreement is entered into with Gordon Ramsay and/or his Affiliate(s) relative to
24 the” Gordon Ramsay Pub and Grill or its premises.

25 32. Section 4.2(c) of the FERG Agreement provides that the FERG Agreement may be
26 terminated upon no less than ninety (90) days written notice “if the [Ramsay AC Agreement] is
27 terminated and no different or amended agreement is entered into with Gordon Ramsay and/or his
28 Affiliate(s) relative to the” Gordon Ramsay Pub and Grill or its premises.

1 33. Section 11.2 of the FERG Agreements provides CAC the right to terminate for
2 unsuitability. Section 4.2(e) indicates CAC can terminate the contract based on suitability per section
3 11.2. Section 4.3(b) states that after termination CAC maintains its rights in the Restaurant Premises,
4 the furniture and equipment and its marks, and that CAC can only operate “a restaurant in the Restaurant
5 Premises.”

6 34. Since its opening, the Gordon Ramsay Pub and Grill has been one of the most profitable
7 restaurants for CAC at its Atlantic City location.

8 **The Bankruptcy Matters**

9 35. On January 15, 2015 (the “**Petition Date**”), Caesars, CAC and several of their affiliated
10 entities (collectively, the “**Debtors**”) each filed voluntary petitions under Chapter 11 of the Bankruptcy
11 Code, thereby commencing the Chapter 11 Cases.

12 36. On June 8, 2015, the Debtors filed that certain *Fourth Omnibus Motion for the Entry of*
13 *an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11,*
14 *2015* [Docket No. 1755] (the “**Rejection Motion**”). In the Rejection Motion the Debtors seek to reject
15 the LLTQ Agreement and the FERG Agreement pursuant to section 365 of the Bankruptcy Code.

16 37. LLTQ and FERG objected to the relief sought in the Rejection Motion asserting, among
17 other things, that Section 13.22 of the LLTQ Agreement is an enforceable restrictive covenant.

18 38. The Rejection Motion is contested and remains pending.

19 39. On November 4, 2015, LLTQ and FERG filed that certain *Request for Payment of*
20 *Administrative Expense* [Docket No. 2531] (the “**Admin Request**”) seeking payments to which LLTQ
21 and FERG claim they are owed under the LLTQ Agreement and FERG Agreement (collectively, the
22 “**Pub Agreements**”) as a result of the Debtors’ continued operations of the Gordon Ramsay Pub in Las
23 Vegas and the Gordon Ramsay Pub and Grill in Atlantic City (collectively, the “**Ramsay Pubs**”).

24 40. The Debtors objected to the relief sought in the Admin Request asserting, among other
25 things, that the Pub Agreements may not be valid, enforceable agreements and, instead, may be void,
26 voidable or void *ab initio*.

27 41. The Admin Request is contested and remains pending.

1 42. On January 14, 2016, the Debtors filed that certain *Motion for the Entry of an Order*
2 *Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New*
3 *Restaurant Agreements* [Docket No. 3000] (the “**Ramsay Rejection Motion**”). In the Ramsay
4 Rejection Motion the Debtors seek to reject the Ramsay LV Agreement and the Ramsay AC Agreement
5 (the “**Original Ramsay Agreements**”) and simultaneously enter into new agreements with Ramsay to
6 continue operating the Ramsay Pubs (the “**New Ramsay Agreements**”). The Debtors only seek
7 rejection of Original Ramsay Agreements if the Illinois Bankruptcy Court approves the Debtors’ entry
8 into the New Ramsay Agreements.

9 43. LLTQ and FERG objected to the relief sought in the Ramsay Rejection Motion
10 asserting, among other things, that Section 13.22 of the LLTQ Agreement and Sections 4.1 and 4.2 of
11 the FERG Agreement are enforceable restrictive covenants.

12 44. The Ramsay Rejection Motion is contested and remains pending.

13 45. On October 5, 2016, the Debtors filed their Sixteenth Amended Plan of Reorganization.

14 46. On January 17, 2017, the Bankruptcy Court entered an order confirming the Plan.

15 47. On October 6, 2017 (the “**Plan Effective Date**”), the Effective Date of the Plan
16 occurred, and the Plan was consummated.

17 **Purported Termination of the LLTQ Agreement and FERG Agreement**

18 48. On February 29, 2016, the United States government filed a Notice of Intent to File an
19 Information against Rowen Seibel. A Notice of Intent to File an Information is not a charging
20 instrument.

21 49. On April 8, 2016, the Debtors were notified via letters (the “**Assignment Letters**”) that,
22 among other things, effective as of April 13, 2016: (i) the membership interests in LLTQ and FERG,
23 previously owned, directly or indirectly, by Mr. Seibel were being transferred to The Seibel Family
24 2016 Trust (the “**Trust**”); and (ii) the LLTQ Agreement and the FERG Agreement were being assigned
25 to new entities (LLTQ 16 and FERG 16) in which Mr. Seibel was not a manager and did not hold any
26 membership interests, directly or indirectly.

27 50. Effective as of April 13, 2016, Mr. Seibel divested himself of any direct or indirect
28 membership interests in LLTQ and in FERG.

1 51. Effective as of April 13, 2016, LLTQ assigned the LLTQ Agreement to LLTQ 16, an
2 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

3 52. Effective as of April 13, 2016, FERG assigned the FERG Agreement to FERG 16, an
4 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

5 53. Five days after Mr. Seibel divested himself of any interests relating to the Ramsay Pubs,
6 on April 18, 2016, the United States Attorney's Office filed an information as to Mr. Seibel in case no.
7 16-CR-00279, in the U.S. District Court South District of New York (the "**Seibel Case**").

8 54. Also on April 18, 2016, Mr. Seibel entered a guilty plea for violation of Title 26, United
9 States Code, Section 7212(a) (the "**Seibel Plea**").

10 55. On May 16, 2016, an order was entered in the Seibel Case accepting the Seibel Plea.

11 56. On August 19, 2016, Mr. Seibel was sentenced and a judgment was entered against him
12 in the Seibel Case.

13 57. On September 2, 2016, Caesars and CAC issued notices of termination of the LLTQ
14 Agreement and the FERG Agreement "effective immediately" (the "**Termination**"). The asserted basis
15 for the Termination provided was allegations that Mr. Seibel fraudulently induced the Debtors into
16 entering into and breached the Pub Agreements by failing to disclose certain material facts alleged in
17 the Information or otherwise relating to the Seibel Case.

18 58. The Debtors were informed that Mr. Seibel had no relationship with the Trust, but if the
19 assignees could be found to jeopardize the Debtors' gaming licenses, LLTQ, FERG (or their successors
20 and assigns) would work with the Debtors to agree upon different assignees that would not jeopardize
21 any gaming licenses.

22 59. The Debtors were informed that the Trust expressly provides protections to avoid any
23 possible issues concerning "unsuitable" persons.

24 60. Notwithstanding the purported Termination, both Ramsay Pubs remain open and, upon
25 information and belief, profitable.

26 **New Restricted Restaurant Ventures**

27 61. In October 2014, Flamingo Las Vegas Operating Company, LLC ("**Flamingo**") entered
28 into an agreement (the "**Fish & Chips Agreement**") with Gordon Ramsay Holdings Limited and

1 Gordon Ramsay for the development and operation of a restaurant ("**Fish & Chips**") to be located in
2 Las Vegas at certain premises located at the retail center known as The Linq (the "**Linq**"). Flamingo is
3 an affiliate of Caesars.

4 62. At no time prior to entering into the Fish & Chips Agreement did Caesars or any of its
5 affiliates inform LLTQ or any of its affiliates of the Debtors' pursuit of Fish & Chips.

6 63. On or about October 7, 2016, Fish & Chips opened at the Linq. At no time, whether
7 prior to opening Fish & Chips or anytime thereafter, did Caesars or any of its affiliates seek to enter
8 into an agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with Fish &
9 Chips.

10 64. Caesars has not caused Flamingo to enter into any agreement with LLTQ, LLTQ 16 or
11 an affiliate of LLTQ or LLTQ 16 in connection with Fish & Chips.

12 65. Fish & Chips is a Restricted Restaurant Venture.

13 66. Horseshoe Baltimore Casino is an affiliate of Caesars.

14 67. Horseshoe Baltimore Casino, Gordon Ramsay Holdings Limited and Gordon Ramsay
15 entered into a license agreement for a Gordon Ramsay Steak restaurant to be located in Baltimore,
16 Maryland ("**GR Steak Baltimore**").

17 68. GR Steak Baltimore is a venture similar to the Gordon Ramsay Steak restaurant at the
18 Paris hotel in Las Vegas and which is the subject of the development and operation agreement entered
19 into December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
20 Paris Las Vegas Operating Company, LLC, on the other hand.

21 69. Caesars has not caused Horseshoe Baltimore Casino to enter into any agreement with
22 LLTQ, LLTQ 16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak Baltimore.

23 70. GR Steak Baltimore is a Restricted Restaurant Venture.

24 ~~71. Upon and information and belief, Ramsay intends to open additional restaurants in the~~
25 ~~United States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one~~
26 ~~of its affiliates; and (b) qualifies as a Restricted Restaurant Venture.~~

27 ~~72.71.~~ On September 26, 2017, LLTQ, among others, sent a letter to Caesars requesting
28 Caesars comply with Section 13.22 of the LLTQ Agreement and provide a proposed development and

1 operation agreement in connection with GR Steak Baltimore along with any proposed changes from
2 the LLTQ Agreement.

3 72. In November 2017, GR Steak Baltimore opened. At no time, whether prior to opening
4 GR Steak Baltimore or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
5 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak
6 Baltimore.

7 73. On information and belief, on or about June 16, 2017, Harrah's Atlantic City Operating
8 Co., LLC ("Harrah's AC"-), an affiliate of Caesars, entered into a license agreement with Gordon
9 Ramsay Holdings Limited and Gordon Ramsay for a Gordon Ramsay Steak restaurant to be located in
10 Atlantic City, New Jersey ("GR Steak AC").

11 74. GR Steak AC is a venture similar to the Gordon Ramsay Steak restaurant at the Paris
12 hotel in Las Vegas and which is the subject of the development and operation agreement entered into
13 December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and Paris
14 Las Vegas Operating Company, LLC, on the other hand.

15 75. Caesars has not caused Harrah's AC to enter into any agreement with LLTQ, LLTQ 16
16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak AC.

17 76. GR Steak AC is a Restricted Restaurant Venture.

18 77. Upon information and belief, Ramsay intends to open additional restaurants in the
19 United States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one
20 of its affiliates; and (b) qualifies as a Restricted Restaurant Venture.

21 73-78. In or about May 2018, GR Steak AC opened. At no time, whether prior to opening GR
22 Steak AC or anytime thereafter, did Caesars or any of its affiliates seek to enter into an agreement with
23 LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak AC.

24 **COUNT I – Breach of the LLTQ Agreement**
(against Caesars)

25 74-79. All preceding paragraphs are incorporated herein.

26 75-80. The object of the LLTQ Agreement is the development, construction, and operation of
27 the Gordon Ramsay Pub.
28

1 76.81. The Gordon Ramsay Pub was developed and constructed, and Caesars has continued to
2 operate the Gordon Ramsay Pub since it opened in December 2012.

3 77.82. The Gordon Ramsay Pub continues to generate revenues and is profitable.

4 78.83. Caesars continues to operate the Gordon Ramsay Pub in the same manner and fashion
5 as Caesars operated the Gordon Ramsay Pub since its opening.

6 79.84. Caesars intends to continue operating the Gordon Ramsay Pub.

7 80.85. Caesars has not been fined or sanctioned in any manner by any gaming authorities in
8 connection with its continued operations of the Gordon Ramsay Pub.

9 86. ~~Caesars has not compensated~~ must compensate LLTQ, LLTQ 16 or any of their
10 respective affiliates as required pursuant to the LLTQ Agreement ~~despite~~ due to Caesars' continued
11 operation of the Gordon Ramsay Pub, Fish & Chips, and GR Steak Baltimore. GR Steak Baltimore,
12 and GR Steak AC, and any future Restricted Restaurant Ventures which Caesars may choose to open
13 without the participation of LLTQ, LLTQ16 or their affiliates.

14 ~~Caesars had~~

15 **COUNT II – Breach of the FERG Agreement**
16 (b against CAC)

17 82.87. All preceding paragraphs are incorporated herein.

18 83.88. The object of the FERG Agreement is the development and operation of the Gordon
19 Ramsay Pub and Grill.

20 84.89. The Gordon Ramsay Pub and Grill was developed and CAC has continued to operate
21 Gordon Ramsay Pub and Grill since it opened in 2015.

22 85.90. The Gordon Ramsay Pub and Grill continues to generate revenues and is profitable.

23 86.91. CAC continues to operate the Gordon Ramsay Pub and Grill in the same manner and
24 fashion as CAC operated the Gordon Ramsay Pub and Grill since its opening.

25 87.92. CAC intends to continue operating the Gordon Ramsay Pub and Grill.

26 88.93. CAC has not been fined or sanctioned in any manner by any gaming authorities in
27 connection with its continued operations of the Gordon Ramsay Pub and Grill.
28

1 89.94. CAC has not compensated FERG, FERG 16 or any of their respective affiliates as
2 required pursuant to the FERG Agreement despite Caesars' continued operation of the Gordon Ramsay
3 Pub and Grill.

4 **COUNT III – Accounting**
5 (b against Caesars)

6 90.95. All preceding paragraphs are incorporated herein.

7 94.96. The LLTQ Agreement permits LLTQ and LLTQ 16 to request and conduct an audit
8 concerning the monies owed under the LLTQ Agreement.

9 92.97. The laws of equity also allow for LLTQ and LLTQ 16 to request an accounting of
10 Caesars. Without an accounting, LLTQ and LLTQ 16 may not have adequate remedies at law because
11 the exact amount of monies owed to it could be unknown.

12 93.98. The accounts between the parties are of such a complicated nature than an accounting
13 is necessary and warranted.

14 94.99. LLTQ and LLTQ 16 has entrusted and relied upon Caesars to maintain accurate and
15 complete records to compute the amount of monies due under the LLTQ Agreement.

16 95.100. LLTQ and LLTQ 16 request an accounting of the monies owed to it under the
17 LLTQ Agreement, as well as all further relief found just, fair and equitable.

18 **COUNT IV – Accounting**
19 (b against CAC)

20 96.101. All preceding paragraphs are incorporated herein.

21 97.102. The FERG Agreement permits FERG and FERG 16 to request and conduct an
22 audit concerning the monies owed under the FERG Agreement.

23 98.103. The laws of equity also allow for FERG and FERG 16 to request an accounting
24 of CAC. Without an accounting, FERG and FERG 16 may not have adequate remedies at law because
25 the exact amount of monies owed to it could be unknown.

26 99.104. The accounts between the parties are of such a complicated nature than an
27 accounting is necessary and warranted.

28 100.105. FERG and FERG 16 has entrusted and relied upon CAC to maintain accurate
and complete records to compute the amount of monies due under the FERG Agreement.

1 ~~404.106.~~ FERG and FERG 16 request an accounting of the monies owed to it under the
2 FERG Agreement, as well as all further relief found just, fair and equitable

3 **PRAYER FOR RELIEF**

4 WHEREFORE, LLTQ ENTERPRISES, LLC, LLTQ Enterprises 16, LLC, FERG, LLC and
5 FERG 16, LLC respectfully request the entry of judgment in their favor and against Caesars and CAC
6 as follows:

7 A. Monetary damages in excess of \$15,000, including:

- 8 i) all payments due under the LLTQ Agreement accruing since the Plan Effective
9 Date of October 6, 2017, through the present and continuing so long as the
10 Gordon Ramsay Pub is open;
- 11 ii) all damages and payments due arising out of the pursuit and operation by Caesars
12 or its affiliates of any and all Restricted Ramsay Ventures since the Plan
13 Effective Date of October 6, 2017; and
- 14 iii) all payments due under the FERG Agreement accruing since the Plan Effective
15 Date of October 6, 2017, through the present and continuing so long as the
16 Gordon Ramsay Pub and Grill is open;

17 B. Equitable relief;

18 C. Reasonable attorney's fees, costs, and interest associated with the prosecution of this
19 lawsuit; and

20 D. Any additional relief this Court may deem just and proper.

21 **RESERVATION OF RIGHTS**

22 Pursuant to Rule 13 of the Nevada Rules of Civil Procedure, LLTQ ENTERPRISES, LLC,
23 LLTQ Enterprises 16, LLC, FERG, LLC and FERG 16, LLC are not intending to bring and are not
24 bringing at this time any claims that existed at the time this matter was commenced and which were
25 already (and remain) the subject of the pending matters between the parties before the United States
26 Bankruptcy Court for the Northern District of Illinois. LLTQ ENTERPRISES, LLC, LLTQ Enterprises
27 16, LLC, FERG, LLC and FERG 16, LLC reserve the right to pursue any such claims before this court
28 in the event the Bankruptcy Court either stays or abstains from hearing any such claims.

1 In addition, the complaint is subject to a Petition for Writ of Mandamus or Prohibition in
2 connection with certain defendants' motion to dismiss or stay, and an appeal of the remand of certain
3 counts of the complaint ordered by the United States Bankruptcy Court, District of Nevada
4 (collectively, the "Pending Appeals"). Based on the Pending Appeals, the LLTQ/FERG Defendants
5 do not concede that this Court should be proceeding with this matter at this time. Accordingly, the
6 LLTQ/FERG Defendants reserve their right to further amend, modify, or withdraw this Answer,
7 Affirmative Defenses and Counterclaims, and to bring additional counterclaims in connection with the
8 complaint pending a final determination of the Pending Appeals.

9 DATED- ~~October 1, 2019~~~~September 23, 2019~~~~September 23, 2019~~~~September 3,~~
10 ~~2019~~~~August 29, 2019.~~

11
12 RICE REUTHER SULLIVAN & CARROLL, LLP

13
14 By: _____

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27 LLC; FERG, LLC; FERG 16, LLC; MOTI
28 Partners, LLC; MOTI Partners 16, LLC;
TPOV Enterprises, LLC; TPOV Enterprises
16, LLC; and DNT Acquisition, LLC,
appearing derivatively by one of its two
members, R Squared Global Solutions.

Attorneys for 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; and DNT Acquisition, LLC;
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/s/ Dan McNutt

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EXHIBIT "4"

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13 *LLTQ Enterprises 16, LLC; FERG, LLC;*

14 *and FERG 16, LLC*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 v.

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

24 Defendants,

25 AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: 11

Consolidated with:

Case No.: A-17-760537-B

**FIRST AMENDED LLTQ/FERG
DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT AND
AMENDED COUNTERCLAIMS**

This document applies to:

A-17-760537-B

27 Defendants LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, and FERG 16,
28 LLC (collectively, the "LLTQ/FERG Defendants") hereby answer the claims asserted by Plaintiffs in

1 the above-captioned matter as follows:

2 **PRELIMINARY STATEMENT**

3 1. The LLTQ/FERG Defendants deny the allegations contained in paragraph 1, except
4 admit that Caesars entered into multiple agreements with entities previously owned by, managed by or
5 affiliated with Rowen Seibel, and that Caesars requested and received "Business Information Forms"
6 from Mr. Seibel in connection with the MOTI and DNT business relationships. The contents of the
7 agreements and "Business Information Forms" speak for themselves, and LLTQ/FERG Defendants
8 respectfully refer to those documents for the full and complete contents thereof.

9 2. The LLTQ/FERG Defendants deny the allegations contained in paragraph 2.

10 3. The LLTQ/FERG Defendants deny the allegations contained in paragraph 3, except
11 admit that on April 18, 2016, Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct
12 and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a
13 class E felony and served one month in prison.

14 4. The LLTQ/FERG Defendants deny the allegations contained in paragraph 4.

15 5. The LLTQ/FERG Defendants deny the allegations contained in paragraph 5, except
16 admit that Caesars wrongfully purported to terminate the agreements and state that the contents of the
17 certain agreements referenced in paragraph 5 speak for themselves, and respectfully refer to the
18 aforementioned agreements for the full and complete contents thereof.

19 6. The LLTQ/FERG Defendants deny the allegations contained in paragraph 6, except
20 admit that Caesars wrongfully attempted to terminate their agreements, that Caesars cannot continue to
21 operate the restaurants subject to such agreements absent providing compensation to the LLTQ/FERG
22 Defendants, that the LLTQ/FERG Defendants and certain of the Plaintiffs are parties to litigation
23 commenced in the jointly-administered chapter 11 bankruptcy cases of Caesars Palace and CAC in the
24 United States Bankruptcy Court, Northern District of Illinois, Eastern Division, Case No. 15-01145
25 ("Bankruptcy Actions"), and that Caesars commenced the present action by a complaint that speaks for
26 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
27 thereof.

28 7. The LLTQ/FERG Defendants deny the allegations contained in paragraph 7, except

1 admit that certain defendants are seeking monetary relief from Caesars in different courts across the
2 country related to the agreements, and that Caesars commenced the present action by a complaint that
3 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
4 complete contents thereof.

5 8. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 8, except admit that Caesars commenced
7 the present action by a complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer
8 to the complaint for the full and complete contents thereof.

9 **PARTIES, JURISDICTION, AND VENUE**

10 9. The LLTQ/FERG Defendants admit the allegations contained in paragraph 9.

11 10. The LLTQ/FERG Defendants admit the allegations contained in paragraph 10.

12 11. The LLTQ/FERG Defendants admit the allegations contained in paragraph 11.

13 12. The LLTQ/FERG Defendants admit the allegations contained in paragraph 12.

14 13. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 13.

16 14. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 14.

18 15. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 15.

20 16. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 16.

22 17. The LLTQ/FERG Defendants deny the allegations contained in paragraph 17 except the
23 LLTQ/FERG Defendants admit that TPOV Enterprises, LLC is a New York limited liability company,
24 and that the TPOV Agreement was entered into in or about November 2011, the contents of which speak
25 for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

26 18. The LLTQ/FERG Defendants deny the allegations contained in paragraph 18 except
27 admit that TPOV Enterprises 16, LLC is a Delaware limited liability company, and that a letter was sent
28 informing Caesars of the assignment.

19. The LLTQ/FERG Defendants deny the allegations contained in paragraph 19 except admit the location and corporate status of LLTQ Enterprises, LLC, that the LLTQ Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

20. The LLTQ/FERG Defendants deny the allegations contained in paragraph 20 except admit that LLTQ Enterprises 16, LLC is a Delaware limited liability company, and that a letter was sent informing Caesars of the assignment.

21. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph 21.

22. The LLTQ/FERG Defendants deny the allegations contained in paragraph 22 except admit the location and corporate status of FERG, LLC, that the FERG Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully refer to the FERG Agreement for the full and complete contents thereof.

23. The LLTQ/FERG Defendants deny the allegations contained in paragraph 23 except admit that FERG 16, LLC is a Delaware limited liability company, and that a letter was sent informing CAC of the assignment.

24. The LLTQ/FERG Defendants admit that Seibel assigned his duties and obligations under the LLTQ Agreement and FERG Agreement to Mr. Frederick, to the extent any duties existed. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the truth of the balance of the allegations contained in paragraph 24.

25. The LLTQ/FERG Defendants deny the allegations contained in paragraph 25.

STATEMENT OF FACTS

26. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph 26.

27. The LLTQ/FERG Defendants deny 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.” The LLTQ/FERG Defendants deny the balance of the allegations contained in paragraph 27 except admit that to the extent that a “Business Information

1 Form" is referenced in paragraph 27, the contents of said "Business Information Form" speak for
2 themselves, and respectfully refer to the "Business Information Form" for the full and complete contents
3 thereof.

4 28. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 28.

6 29. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 29.

8 30. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 30.

10 31. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 31 except admit that to the extent a
12 "Business Information Form" is referenced in paragraph 31, the contents of said "Business Information
13 Form" speak for themselves, and respectfully refer to the "Business Information Form" for the full and
14 complete contents thereof.

15 32. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 32.

17 33. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 33.

19 34. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 34.

21 35. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 35.

23 36. The LLTQ/FERG Defendants deny the allegations contained in paragraph 36, except
24 admit that Caesars entered into multiple agreements with entities previously owned by, managed by or
25 affiliated with Rowen Seibel, the contents of which speak for themselves, and respectfully refer to the
26 aforementioned agreements for the full and complete contents thereof.

27 37. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 37.

1 38. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 38 except admit that the contents of said
3 “Business Information Form” speak for themselves, and respectfully refer to the “Business Information
4 Form” for the full and complete contents thereof.

5 39. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 39.

7 40. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 40.

9 41. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 41.

11 42. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 42.

13 43. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 43.

15 44. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 44.

17 45. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 45.

19 46. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 46.

21 47. The LLTQ/FERG Defendants deny the allegations contained in paragraph 47 except
22 admit that the TPOV Agreement was entered into in or about November 2011 in connection with a
23 restaurant in the Paris casino known as “Gordon Ramsay Steak”, the contents of which speak for
24 themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

25 48. The LLTQ/FERG Defendants deny the allegations contained in paragraph 48 except
26 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
27 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
28 thereof.

1 49. The LLTQ/FERG Defendants deny the allegations contained in paragraph 49 except
2 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
3 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
4 thereof.

5 50. The LLTQ/FERG Defendants deny the allegations contained in paragraph 50 except
6 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
7 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
8 thereof.

9 51. The LLTQ/FERG Defendants deny the allegations contained in paragraph 51 except
10 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
11 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
12 thereof.

13 52. The LLTQ/FERG Defendants deny the allegations contained in paragraph 52 except
14 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
15 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
16 thereof.

17 53. The LLTQ/FERG Defendants deny the allegations contained in paragraph 53 except
18 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
19 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
20 thereof.

21 54. The LLTQ/FERG Defendants deny the allegations contained in paragraph 54 except
22 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
23 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
24 thereof.

25 55. The LLTQ/FERG Defendants deny the allegations contained in paragraph 55.

26 56. The LLTQ/FERG Defendants deny the allegations contained in paragraph 56.

27 57. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 57 except admit that the LLTQ Agreement

1 was entered into on or about April 4, 2012 in connection with a restaurant in the Caesars Palace casino
2 known as the Gordon Ramsay Pub, the contents of which speak for themselves, and respectfully refer
3 to the LLTQ Agreement for the full and complete contents thereof.

4 58. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 58 except admit that the LLTQ Agreement
6 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
7 refer to the LLTQ Agreement for the full and complete contents thereof.

8 59. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 59 except admit that the LLTQ Agreement
10 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
11 refer to the LLTQ Agreement for the full and complete contents thereof.

12 60. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 60 except admit that the LLTQ Agreement
14 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
15 refer to the LLTQ Agreement for the full and complete contents thereof.

16 61. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 61 except admit that the LLTQ Agreement
18 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
19 refer to the LLTQ Agreement for the full and complete contents thereof.

20 62. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 62 except admit that the LLTQ Agreement
22 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
23 refer to the LLTQ Agreement for the full and complete contents thereof.

24 63. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 63 except admit that the LLTQ Agreement
26 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
27 refer to the LLTQ Agreement for the full and complete contents thereof.

28 64. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 64 except admit that the LLTQ Agreement
2 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
3 refer to the LLTQ Agreement for the full and complete contents thereof.

4 65. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 65 except admit that the LLTQ Agreement
6 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
7 refer to the LLTQ Agreement for the full and complete contents thereof.

8 66. The LLTQ/FERG Defendants deny the allegations contained in paragraph 66.

9 67. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 67 except admit that the LLTQ Agreement
11 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
12 refer to the LLTQ Agreement for the full and complete contents thereof.

13 68. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 68, except admit that the LLTQ Agreement
15 was entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
16 refer to the LLTQ Agreement for the full and complete contents thereof, and admit the allegations
17 contained in the first sentence of paragraph 68 and that the LLTQ/FERG Defendants assert that Section
18 13.22 is enforceable.

19 69. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 69.

21 70. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 70.

23 71. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 71.

25 72. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 72.

27 73. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 73.

1 74. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 74.

3 75. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 75.

5 76. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 76.

7 77. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 77.

9 78. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 78.

11 79. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 79 except admit that the FERG Agreement
13 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
14 refer to the FERG Agreement for the full and complete contents thereof.

15 80. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 80 except admit that the FERG Agreement
17 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
18 refer to the FERG Agreement for the full and complete contents thereof.

19 81. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 81 except admit that the FERG Agreement
21 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
22 refer to the FERG Agreement for the full and complete contents thereof.

23 82. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 82 except admit that the FERG Agreement
25 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
26 refer to the FERG Agreement for the full and complete contents thereof.

27 83. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 83 except admit that the FERG Agreement

1 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
2 refer to the FERG Agreement for the full and complete contents thereof.

3 84. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 84 except admit that the FERG Agreement
5 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
6 refer to the FERG Agreement for the full and complete contents thereof.

7 85. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG Agreement
9 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
10 refer to the FERG Agreement for the full and complete contents thereof.

11 86. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG Agreement
13 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
14 refer to the FERG Agreement for the full and complete contents thereof.

15 87. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 87 except admit that the FERG Agreement
17 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
18 refer to the FERG Agreement for the full and complete contents thereof.

19 88. The LLTQ/FERG Defendants deny the allegations contained in paragraph 88.

20 89. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 89 except admit that the FERG Agreement
22 was entered into on or about May 16, 2014, the contents of which speak for themselves, and respectfully
23 refer to the FERG Agreement for the full and complete contents thereof.

24 90. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 90, except admit that the FERG Agreement
26 was entered into on or about May 16, 2015, the contents of which speak for themselves, and respectfully
27 refer to the FERG Agreement for the full and complete contents thereof, and admit the allegations
28 contained in the first sentence of paragraph 90 and that the LLTQ/FERG Defendants assert that Section

1 4.1 is enforceable.

2 91. The LLTQ/FERG Defendants deny the allegations contained in paragraph 91.

3 92. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 92.

5 93. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 93.

7 94. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 94.

9 95. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 95.

11 96. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
12 belief as to the truth of the allegations contained in paragraph 96.

13 97. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 97.

15 98. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
16 belief as to the truth of the allegations contained in paragraph 98.

17 99. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 99.

19 100. The LLTQ/FERG Defendants aver that paragraph 100 contains conclusions of law to
20 which no responsive pleading is required. To the extent a response is required, the LLTQ/FERG
21 Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations
22 contained in paragraph 100.

23 101. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 101.

25 102. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 102.

27 103. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
28 belief as to the truth of the allegations contained in paragraph 103.

1 104. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 104.

3 105. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
4 belief as to the truth of the allegations contained in paragraph 105.

5 106. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 106 except admit that on April 18, 2016,
7 Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due
8 administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony.

9 107. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 107 except admit that on August 19, 2016,
11 the Southern District of New York sentenced Rowen Seibel to serve one month in prison, six months in
12 home detention, and 300 hours of community service.

13 108. The LLTQ/FERG Defendants deny the allegations contained in paragraph 108 except
14 admit that the letter referenced in paragraph 108 was sent on or about April 8, 2016, the contents of
15 which speak for themselves, and respectfully refers to the aforementioned letter for the full and complete
16 contents thereof.

17 109. The LLTQ/FERG Defendants deny the allegations contained in paragraph 109, except
18 admit that Caesars wrongfully purported to terminate all of its agreements with entities that were
19 associated or had been associated with Rowen Seibel.

20 110. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 110.

22 111. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 111.

24 112. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 112.

26 113. The LLTQ/FERG Defendants deny the allegations contained in paragraph 113 except
27 admit that the aforementioned letter from Caesars Palace to TPOV was dated September 2, 2016, the
28 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full

1 and complete contents thereof.

2 114. The LLTQ/FERG Defendants deny the allegations contained in paragraph 114 except
3 admit that the aforementioned letter from Caesars Palace to LLTQ was dated September 2, 2016, the
4 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
5 and complete contents thereof.

6 115. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 115.

8 116. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 116.

10 117. The LLTQ/FERG Defendants deny the allegations contained in paragraph 117 except
11 admit that the aforementioned letter from Caesars Palace to FERG was dated September 2, 2016, the
12 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
13 and complete contents thereof.

14 118. The LLTQ/FERG Defendants deny the allegations contained in paragraph 118 except
15 admit certain referenced letters were sent to Caesars, which speak for themselves, and respectfully refer
16 to the aforementioned letters for the full and complete contents thereof.

17 119. The LLTQ/FERG Defendants deny the allegations contained in paragraph 119 except
18 admit that the aforementioned letter from Caesars Palace was dated September 12, 2016, the contents of
19 which speak for themselves, and respectfully refer to the aforementioned letter for the full and complete
20 contents thereof.

21 120. The LLTQ/FERG Defendants admit the allegations contained in paragraph 120.

22 121. The LLTQ/FERG Defendants deny the allegations contained in paragraph 121 except
23 admit that Caesars Palace filed the motion to reject and that LLTQ and FERG objected to the motion.

24 122. The LLTQ/FERG Defendants deny the allegations contained in paragraph 122 except
25 admit that LLTQ and FERG filed the administrative expense request and that Caesars Palace and CAC
26 objected to the request.

27 123. The LLTQ/FERG Defendants deny the allegations contained in paragraph 123 except
28 admit that MOTI filed the administrative expense request and that Caesars Palace objected to the request.

124. The LLTQ/FERG Defendants admit the allegations contained in paragraph 124 except deny the defenses and contentions made by Caesars Palace and CAC.

125. The LLTQ/FERG Defendants deny the allegations contained in paragraph 125.

126. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 126.

127. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 127.

128. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 128.

129. The LLTQ/FERG Defendants deny the allegations contained in paragraph 129 except admit that the referenced documents filed in the TPOV Federal Action and the court docket for that Action speak for themselves and respectfully refer to the aforementioned docket for the full and complete contents thereof.

130. The LLTQ/FERG Defendants deny the allegations contained in paragraph 130 except admit that the referenced documents filed in the TPOV Federal Action and the court docket for that Action speak for themselves and respectfully refer to the aforementioned docket for the full and complete contents thereof.

COUNT I

131. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the LLTQ/FERG Defendants' responses in paragraphs 1-130 above as if fully set forth herein.

132. The LLTO/FERG Defendants state that the referenced statute speaks for itself.

133. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the parties.

134. The LLTQ/FERG Defendants deny the allegations contained in paragraph 134, except admit that Caesars seeks declaratory relief in the present action.

135. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 135, except admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for

1 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
2 thereof.

3 **COUNT II**

4 136. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
5 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

6 137. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

7 138. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
8 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
9 parties.

10 139. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 139.

11 140. The LLTQ/FERG Defendants deny the allegations contained in paragraph 140, except
12 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those
13 documents for the full and complete contents thereof.

14 141. The LLTQ/FERG Defendants deny the allegations contained in paragraph 141, except
15 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to those
16 documents for the full and complete contents thereof.

17 142. The LLTQ/FERG Defendants deny the allegations contained in paragraph 142.

18 143. The LLTQ/FERG Defendants deny the allegations contained in paragraph 143.

19 144. The LLTQ/FERG Defendants deny the allegations contained in paragraph 144.

20 145. The LLTQ/FERG Defendants deny the allegations contained in paragraph 145, except
21 admit that Caesars seeks declaratory relief in the present action.

22 146. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 146, except
23 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for
24 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
25 thereof.

26
27 **COUNT III**

1 147. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
2 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

3 148. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

4 149. The LLTQ/FERG Defendants admit that the parties dispute whether the referenced
5 sections of the agreements are enforceable, but deny there is a justiciable controversy ripe for
6 adjudication among the parties.

7 150. The LLTQ/FERG Defendants deny the allegations contained in paragraph 150.

8 151. The LLTQ/FERG Defendants deny the allegations contained in paragraph 151.

9 152. The LLTQ/FERG Defendants deny the allegations contained in paragraph 152.

10 153. The LLTQ/FERG Defendants deny the allegations contained in paragraph 153.

11 154. The LLTQ/FERG Defendants deny the allegations contained in paragraph 154.

12 155. The LLTQ/FERG Defendants deny the allegations contained in paragraph 155, except
13 admit that Caesars seeks declaratory relief in the present action.

14 156. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 156, except
15 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks for
16 itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete contents
17 thereof.

18 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

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

20 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

21 158. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses their
22 allegations and claims in the contested matters between the LLTQ/FERG Defendants, Caesars Palace
23 and CAC filed in the Bankruptcy Actions and all related matters and proceedings.

24 **AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

25 159. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses their
26 arguments in their motion to dismiss this action.

27
28 **AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

1 160. Plaintiff's claims warrant dismissal under the first-to-file rule and due to forum shopping.

2 **AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

3 161. Plaintiffs consented to and ratified the assignments from FERG to FERG 16, from LLTQ
4 Enterprises to LLTQ Enterprises 16, and from Seibel to Frederick.

5 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

6 162. Plaintiffs are precluded from obtaining the relief they seek because, based on information
7 and belief, they do or have done business with persons who have criminal records or are actually or
8 potentially unsuitable.

9 **AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

10 163. Plaintiffs are precluded from obtaining the relief they seek because they owe money to
11 LLTQ/FERG Defendants.

12 **AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

13 164. Plaintiffs are precluded under the applicable contracts from continuing to operate the
14 subject restaurants, use the licensed materials, and do business with Ramsay related to the subject
15 restaurants and similar ventures.

16 **AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

17 165. Plaintiffs breached the applicable contracts with LLTQ/FERG Defendants and therefore
18 are precluded from pursuing their claims.

19 **AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

20 166. Plaintiffs' claims are barred by the statute of limitations or statute of repose.

21 **AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

22 167. Plaintiffs' claims are barred, in whole or in part, by the doctrines of acquiescence,
23 estoppel, laches, ratification, unclean hands, unjust enrichment, or waiver, as well as all other applicable
24 equitable doctrines.

25 **AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

26 168. Plaintiffs' claims are barred, in whole or in part, by their own conduct, including but not
27 limited to their failure to mitigate their damages.

28 **AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

1 169. The alleged unsuitability of Seibel is immaterial and irrelevant because, inter alia, he
2 assigned his interests, if any, in LLTQ/FERG Defendants or the contracts.

3 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

4 170. This Court lacks jurisdiction over the allegations, claims, and theories alleged by
5 Plaintiffs that already are pending in the Bankruptcy Actions and all related matters and proceedings.

6 **AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

7 171. All possible affirmative defenses may not have been alleged herein insofar as sufficient
8 facts were not available after reasonable inquiry upon the filing of LLTQ/FERG Defendants' answer.
9 Therefore, Defendants reserve the right to amend their answer to allege additional affirmative defenses
10 if subsequent investigation so warrants. Defendants reserve the right to (a) rely upon such other
11 affirmative defenses as may be supported by the facts to be determined through full and complete
12 discovery, and (b) voluntarily withdraw any affirmative defense.

13 **AMENDED COUNTERCLAIMS**

14 NOW COMES LLTQ ENTERPRISES, LLC ("LLTQ"), LLTQ ENTERPRISES 16, LLC
15 ("LLTQ 16"), FERG, LLC ("FERG") and FERG 16, LLC ("FERG 16"), by and through their
16 undersigned counsel, and for their Counterclaims against Desert Palace, Inc. ("Caesars") and
17 Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC"), allege as follows:

18 **PARTIES**

- 19 1. LLTQ is a Delaware limited liability company.
20 2. FERG is a Delaware limited liability company and an affiliate of LLTQ.
21 3. LLTQ 16 is a Delaware limited liability company and successor in interest to LLTQ.
22 4. FERG 16 is a Delaware limited liability company and successor in interest to FERG.
23 5. Caesars is a Nevada corporation and has a principal place of business of 3570 Las Vegas
24 Boulevard South, Las Vegas, Nevada, which is a resort hotel casino known as "Caesars Palace."
25 6. CAC is a Delaware limited liability company, an affiliate of Caesars, and has a principal
26 place of business of 2100 Pacific Avenue, Atlantic City, New Jersey.

27 **GENERAL ALLEGATIONS**

28 **The LLTQ Agreement and Restrictions**

1 7. LLTQ and Caesars entered into that certain Development and Operation Agreement
2 with an effective date of April 12, 2012 (the "**LLTQ Agreement**").

3 8. In connection with entering into the LLTQ Agreement, Caesars did not require LLTQ
4 nor its Associated Persons (as that term is defined in the LLTQ Agreement to provide information
5 concerning LLTQ's "suitability" or complete a business information form.

6 9. Contemporaneously with entering into the LLTQ Agreement, Caesars entered into that
7 certain Development, Operation and License Agreement (the "**Ramsay LV Agreement**") with Gordon
8 Ramsay and his affiliate business, Gordon Ramsay Holdings Limited (collectively, "**Ramsay**").

9 10. The LLTQ Agreement and the Ramsay LV Agreement were negotiated
10 contemporaneously with among the parties. Mr. Rowen Seibel on behalf of LLTQ assisted in the
11 negotiations of the Ramsay LV Agreement.

12 11. Representatives of Caesars, LLTQ and Ramsay engaged in multiple meetings to
13 negotiate the terms of the design, development, construction, and operation of and the sharing of profits
14 from that certain "**Gordon Ramsay Pub**" (defined as the "Restaurant" in the LLTQ Agreement)
15 located at the "Restaurant Premises" (as defined in the LLTQ Agreement) in a property owned and
16 operated by Caesars in Las Vegas, Nevada.

17 12. Both Caesars and LLTQ contributed an amount not less than \$1,000,000 of the costs
18 required to develop the Gordon Ramsay Pub.

19 13. The LLTQ Agreement and the Ramsay LV Agreement are integrated and, together,
20 establish a single transaction and agreement among LLTQ, Caesars and Ramsay to design, develop,
21 construct, and operate the Gordon Ramsay Pub and share the profits therefrom.

22 14. Both the LLTQ Agreement and the Ramsay LV Agreement were (a) executed and
23 effective as of the same day, (b) concern the same subject matter, and (c) refer to each other. Caesars
24 is a party to both contracts, which contain the same choice of law, dispute resolution, and other
25 provisions.

26 15. For the consideration received under the LLTQ Agreement, including a \$1,000,000
27 development contribution provided by LLTQ, Caesars agreed that it and its affiliates would not pursue
28

1 a venture similar to, among other ventures, the Gordon Ramsay Pub without entering into an agreement
2 with LLTQ (or its affiliates) similar to the LLTQ Agreement.

3 16. Specifically, Section 13.22 of the LLTQ Agreement provides:

4 If Caesars elects under this Agreement to pursue any venture similar to (i) the Restaurant
5 (i.e., any venture generally in the nature of a pub, bar, café or tavern) or (ii) the
6 "Restaurant" as defined in the development and operation agreement entered into
7 December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one
8 hand, and Paris Las Vegas Operating Company, LLC, on the other hand (i.e., any
9 venture generally in the nature of a steak restaurant, fine dining steakhouse or chop
10 house) [each a "**Restricted Restaurant Venture**," and, collectively, the "**Restricted
11 Restaurant Ventures**"], Caesars and LLTQ shall, or shall cause an Affiliate to, execute
12 a development and operation agreement on the same terms and conditions as this
13 Agreement, subject only to revisions proposed by Caesars or its Affiliate as are
14 necessary to reflect the difference in location between the Restaurant and such other
15 venture (including, for the avoidance of doubt, the Baseline Amount, permitted
16 Operating Expenses and necessary Project Costs).

17 17. Section 13.22 of the LLTQ Agreement survives both expiration and termination of the
18 LLTQ Agreement.

19 18. Section 10.2 of the LLTQ Agreements provides Caesars the right to terminate for
20 unsuitability. Section 4.2.5 indicates Caesars can terminate the contract based on suitability per section
21 10.2. Section 4.3.2. states that after termination Caesars maintains its rights in the Restaurant Premises,
22 the furniture and equipment and its marks, and that Caesars can only operate "a restaurant in the
23 Restaurant Premises."

24 19. Section 4.3.1 of the LLTQ Agreement expressly provides:

25 The provisions of this Section 4.3 and Section 2.3(b), the last sentence of Section 11.2.2
26 and Articles 12 and 13 (other than Section 13.16) shall survive any termination or
27 expiration of this Agreement.

28 20. Since its opening, the Gordon Ramsay Pub has been one of the most profitable
restaurants for Caesars at its Las Vegas location.

The First Restricted Restaurant Venture

21 21. Due in part to the restrictions contained in Section 13.22 of the LLTQ Agreement and a
22 developing falling out between Rowen Seibel, the former principal of LLTQ, and Ramsay, in December
23 2013, Caesars made clear to representatives of both LLTQ and Ramsay that both LLTQ and Ramsay

1 were required for Caesars (or its affiliate) to proceed with a restaurant similar to the Gordon Ramsay
2 Pub to be located at a property owned and operated by CAC, in Atlantic City, New Jersey.

3 22. In an email to representatives for both LLTQ and Ramsay, Jeffrey Frederick (Caesars'
4 then Regional Vice President Food & Beverage and one of its representatives heavily involved in the
5 negotiations of the LLTQ Agreement and the Ramsay LV Agreement), stated that "we [Caesars] are
6 not able to proceed" with a Ramsay Pub without both Mr. Seibel and Gordon Ramsay "agreeing to do
7 so."

8 23. Mr. Frederick's email goes on to state: "I want to be clear. I've confirmed with Tom
9 [Jenkin – Global President of Caesars Entertainment Operating Company, Inc.] and our [Caesars'] legal
10 counsel we are not able to proceed with GR Steak or GR P&G [Gordon Ramsay Pub and Grill] without
11 both you and Rowen agreeing to do so, nor a concept similar in the Steakhouse, Chophouse, Bar &
12 Grill, Pub or Tavern Categories."

13 24. Representatives of Caesars, FERG, and Ramsay engaged in multiple meetings to
14 negotiate the terms of the design, development, construction, and operation of and the sharing of profits
15 of a restaurant similar to the Gordon Ramsay Pub to be located at a property owned and operated by
16 CAC, in Atlantic City, New Jersey.

17 25. FERG and CAC entered into that certain Consulting Agreement concerning the Atlantic
18 City venture with an effective date of May 16, 2014 (the "**FERG Agreement**").

19 26. Contemporaneously with entering into the FERG Agreement, CAC entered into that
20 certain Development, Operation and License Agreement concerning the Atlantic City venture (the
21 "**Ramsay AC Agreement**") with Ramsay.

22 27. The FERG Agreement and the Ramsay AC Agreement were negotiated
23 contemporaneously with one another between the parties.

24 28. The FERG Agreement and the Ramsay AC Agreement are integrated and, together,
25 establish a single transaction and agreement among FERG, CAC and Gordon Ramsay to design,
26 develop, construct, and operate the "**Gordon Ramsay Pub and Grill**" (defined as the "Restaurant" in
27 the FERG Agreement) located at the "Restaurant Premises" (as defined in the FERG Agreement) in
28 CAC's location in Atlantic City.

1 29. Both the FERG Agreement and the Ramsay AC Agreement were (a) executed and
2 effective as of the same day, (b) concern the same subject matter, and (c) the FERG Agreement
3 references the Ramsay AC Agreement in numerous provisions. CAC is a party to both contracts, which
4 contain the same choice of law, dispute resolution, and other provisions.

5 30. Section 4.1 of the FERG Agreement states: "In the event a new agreement is executed
6 between CAC and/or its Affiliate and Gordon Ramsay and/or his Affiliate relative to the [Gordon
7 Ramsay Pub and Grill] or the [Gordon Ramsay Pub and Grill] Premises, this Agreement shall be in
8 effect an binding on the parties during the term thereof."

9 31. Section 4.2(a) and (b) of the FERG Agreement provide certain termination rights of the
10 FERG Agreement only "if CAC simultaneously terminates the [Ramsay AC Agreement] and no
11 different or amended agreement is entered into with Gordon Ramsay and/or his Affiliate(s) relative to
12 the" Gordon Ramsay Pub and Grill or its premises.

13 32. Section 4.2(c) of the FERG Agreement provides that the FERG Agreement may be
14 terminated upon no less than ninety (90) days written notice "if the [Ramsay AC Agreement] is
15 terminated and no different or amended agreement is entered into with Gordon Ramsay and/or his
16 Affiliate(s) relative to the" Gordon Ramsay Pub and Grill or its premises.

17 33. Section 11.2 of the FERG Agreements provides CAC the right to terminate for
18 unsuitability. Section 4.2(e) indicates CAC can terminate the contract based on suitability per section
19 11.2. Section 4.3(b) states that after termination CAC maintains its rights in the Restaurant Premises,
20 the furniture and equipment and its marks, and that CAC can only operate "a restaurant in the Restaurant
21 Premises."

22 34. Since its opening, the Gordon Ramsay Pub and Grill has been one of the most profitable
23 restaurants for CAC at its Atlantic City location.

24 **The Bankruptcy Matters**

25 35. On January 15, 2015 (the "**Petition Date**"), Caesars, CAC and several of their affiliated
26 entities (collectively, the "**Debtors**") each filed voluntary petitions under Chapter 11 of the Bankruptcy
27 Code, thereby commencing the Chapter 11 Cases.

1 36. On June 8, 2015, the Debtors filed that certain *Fourth Omnibus Motion for the Entry of*
2 *an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11,*
3 *2015* [Docket No. 1755] (the “**Rejection Motion**”). In the Rejection Motion the Debtors seek to reject
4 the LLTQ Agreement and the FERG Agreement pursuant to section 365 of the Bankruptcy Code.

5 37. LLTQ and FERG objected to the relief sought in the Rejection Motion asserting, among
6 other things, that Section 13.22 of the LLTQ Agreement is an enforceable restrictive covenant.

7 38. The Rejection Motion is contested and remains pending.

8 39. On November 4, 2015, LLTQ and FERG filed that certain *Request for Payment of*
9 *Administrative Expense* [Docket No. 2531] (the “**Admin Request**”) seeking payments to which LLTQ
10 and FERG claim they are owed under the LLTQ Agreement and FERG Agreement (collectively, the
11 “**Pub Agreements**”) as a result of the Debtors’ continued operations of the Gordon Ramsay Pub in Las
12 Vegas and the Gordon Ramsay Pub and Grill in Atlantic City (collectively, the “**Ramsay Pubs**”).

13 40. The Debtors objected to the relief sought in the Admin Request asserting, among other
14 things, that the Pub Agreements may not be valid, enforceable agreements and, instead, may be void,
15 voidable or void *ab initio*.

16 41. The Admin Request is contested and remains pending.

17 42. On January 14, 2016, the Debtors filed that certain *Motion for the Entry of an Order*
18 *Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New*
19 *Restaurant Agreements* [Docket No. 3000] (the “**Ramsay Rejection Motion**”). In the Ramsay
20 Rejection Motion the Debtors seek to reject the Ramsay LV Agreement and the Ramsay AC Agreement
21 (the “**Original Ramsay Agreements**”) and simultaneously enter into new agreements with Ramsay to
22 continue operating the Ramsay Pubs (the “**New Ramsay Agreements**”). The Debtors only seek
23 rejection of Original Ramsay Agreements if the Illinois Bankruptcy Court approves the Debtors’ entry
24 into the New Ramsay Agreements.

25 43. LLTQ and FERG objected to the relief sought in the Ramsay Rejection Motion
26 asserting, among other things, that Section 13.22 of the LLTQ Agreement and Sections 4.1 and 4.2 of
27 the FERG Agreement are enforceable restrictive covenants.

28 44. The Ramsay Rejection Motion is contested and remains pending.

1 45. On October 5, 2016, the Debtors filed their Sixteenth Amended Plan of Reorganization.
2 46. On January 17, 2017, the Bankruptcy Court entered an order confirming the Plan.
3 47. On October 6, 2017 (the “**Plan Effective Date**”), the Effective Date of the Plan
4 occurred, and the Plan was consummated.

5 **Purported Termination of the LLTQ Agrcement and FERG Agreement**

6 48. On February 29, 2016, the United States government filed a Notice of Intent to File an
7 Information against Rowen Seibel. A Notice of Intent to File an Information is not a charging
8 instrument.

9 49. On April 8, 2016, the Debtors were notified via letters (the “**Assignment Letters**”) that,
10 among other things, effective as of April 13, 2016: (i) the membership interests in LLTQ and FERG,
11 previously owned, directly or indirectly, by Mr. Seibel were being transferred to The Seibel Family
12 2016 Trust (the “**Trust**”); and (ii) the LLTQ Agreement and the FERG Agreement were being assigned
13 to new entities (LLTQ 16 and FERG 16) in which Mr. Seibel was not a manager and did not hold any
14 membership interests, directly or indirectly.

15 50. Effective as of April 13, 2016, Mr. Seibel divested himself of any direct or indirect
16 membership interests in LLTQ and in FERG.

17 51. Effective as of April 13, 2016, LLTQ assigned the LLTQ Agreement to LLTQ 16, an
18 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

19 52. Effective as of April 13, 2016, FERG assigned the FERG Agreement to FERG 16, an
20 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

21 53. Five days after Mr. Seibel divested himself of any interests relating to the Ramsay Pubs,
22 on April 18, 2016, the United States Attorney’s Office filed an information as to Mr. Seibel in case no.
23 16-CR-00279, in the U.S. District Court South District of New York (the “**Seibel Case**”).

24 54. Also on April 18, 2016, Mr. Seibel entered a guilty plea for violation of Title 26, United
25 States Code, Section 7212(a) (the “**Seibel Plea**”).

26 55. On May 16, 2016, an order was entered in the Seibel Case accepting the Seibel Plea.

27 56. On August 19, 2016, Mr. Seibel was sentenced and a judgment was entered against him
28 in the Seibel Case.

1 57. On September 2, 2016, Caesars and CAC issued notices of termination of the LLTQ
2 Agreement and the FERG Agreement “effective immediately” (the “**Termination**”). The asserted basis
3 for the Termination provided was allegations that Mr. Seibel fraudulently induced the Debtors into
4 entering into and breached the Pub Agreements by failing to disclose certain material facts alleged in
5 the Information or otherwise relating to the Seibel Case.

6 58. The Debtors were informed that Mr. Seibel had no relationship with the Trust, but if the
7 assignees could be found to jeopardize the Debtors’ gaming licenses, LLTQ, FERG (or their successors
8 and assigns) would work with the Debtors to agree upon different assignees that would not jeopardize
9 any gaming licenses.

10 59. The Debtors were informed that the Trust expressly provides protections to avoid any
11 possible issues concerning “unsuitable” persons.

12 60. Notwithstanding the purported Termination, both Ramsay Pubs remain open and, upon
13 information and belief, profitable.

14 **New Restricted Restaurant Ventures**

15 61. In October 2014, Flamingo Las Vegas Operating Company, LLC (“**Flamingo**”) entered
16 into an agreement (the “**Fish & Chips Agreement**”) with Gordon Ramsay Holdings Limited and
17 Gordon Ramsay for the development and operation of a restaurant (“**Fish & Chips**”) to be located in
18 Las Vegas at certain premises located at the retail center known as The Linq (the “**Linq**”). Flamingo is
19 an affiliate of Caesars.

20 62. At no time prior to entering into the Fish & Chips Agreement did Caesars or any of its
21 affiliates inform LLTQ or any of its affiliates of the Debtors’ pursuit of Fish & Chips.

22 63. On or about October 7, 2016, Fish & Chips opened at the Linq. At no time, whether
23 prior to opening Fish & Chips or anytime thereafter, did Caesars or any of its affiliates seek to enter
24 into an agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with Fish &
25 Chips.

26 64. Caesars has not caused Flamingo to enter into any agreement with LLTQ, LLTQ 16 or
27 an affiliate of LLTQ or LLTQ 16 in connection with Fish & Chips.

28 65. Fish & Chips is a Restricted Restaurant Venture.

1 66. Horseshoe Baltimore Casino is an affiliate of Caesars.

2 67. Horseshoe Baltimore Casino, Gordon Ramsay Holdings Limited and Gordon Ramsay
3 entered into a license agreement for a Gordon Ramsay Steak restaurant to be located in Baltimore,
4 Maryland ("**GR Steak Baltimore**").

5 68. GR Steak Baltimore is a venture similar to the Gordon Ramsay Steak restaurant at the
6 Paris hotel in Las Vegas and which is the subject of the development and operation agreement entered
7 into December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
8 Paris Las Vegas Operating Company, LLC, on the other hand.

9 69. Caesars has not caused Horseshoe Baltimore Casino to enter into any agreement with
10 LLTQ, LLTQ 16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak Baltimore.

11 70. GR Steak Baltimore is a Restricted Restaurant Venture.

12 71. On September 26, 2017, LLTQ, among others, sent a letter to Caesars requesting
13 Caesars comply with Section 13.22 of the LLTQ Agreement and provide a proposed development and
14 operation agreement in connection with GR Steak Baltimore along with any proposed changes from
15 the LLTQ Agreement.

16 72. In November 2017, GR Steak Baltimore opened. At no time, whether prior to opening
17 GR Steak Baltimore or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
18 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak
19 Baltimore.

20 73. On information and belief, on or about June 16, 2017, Harrah's Atlantic City Operating
21 Co., LLC ("**Harrah's AC**"), an affiliate of Caesars, entered into a license agreement with Gordon
22 Ramsay Holdings Limited and Gordon Ramsay for a Gordon Ramsay Steak restaurant to be located in
23 Atlantic City, New Jersey ("**GR Steak AC**").

24 74. GR Steak AC is a venture similar to the Gordon Ramsay Steak restaurant at the Paris
25 hotel in Las Vegas and which is the subject of the development and operation agreement entered into
26 December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and Paris
27 Las Vegas Operating Company, LLC, on the other hand.

28

1 75. Caesars has not caused Harrah's AC to enter into any agreement with LLTQ, LLTQ 16
2 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak AC.

3 76. GR Steak AC is a Restricted Restaurant Venture.

4 77. Upon information and belief, Ramsay intends to open additional restaurants in the
5 United States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one
6 of its affiliates; and (b) qualifies as a Restricted Restaurant Venture.

7 78. In or about May 2018, GR Steak AC opened. At no time, whether prior to opening GR
8 Steak AC or anytime thereafter, did Caesars or any of its affiliates seek to enter into an agreement with
9 LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak AC.

10 **COUNT I – Breach of the LLTQ Agreement**

(against Caesars)

11 79. All preceding paragraphs are incorporated herein.

12 80. The object of the LLTQ Agreement is the development, construction, and operation of
13 the Gordon Ramsay Pub.

14 81. The Gordon Ramsay Pub was developed and constructed, and Caesars has continued to
15 operate the Gordon Ramsay Pub since it opened in December 2012.

16 82. The Gordon Ramsay Pub continues to generate revenues and is profitable.

17 83. Caesars continues to operate the Gordon Ramsay Pub in the same manner and fashion
18 as Caesars operated the Gordon Ramsay Pub since its opening.

19 84. Caesars intends to continue operating the Gordon Ramsay Pub.

20 85. Caesars has not been fined or sanctioned in any manner by any gaming authorities in
21 connection with its continued operations of the Gordon Ramsay Pub.

22 86. Caesars must compensate LLTQ, LLTQ 16 or their respective affiliates as required
23 pursuant to the LLTQ Agreement due to Caesars' continued operation of the Gordon Ramsay Pub, Fish
24 & Chips, GR Steak Baltimore, GR Steak AC, and any future Restricted Restaurant Ventures which
25 Caesars may choose to open without the participation of LLTQ, LLTQ16 or their affiliates.

26 **COUNT II – Breach of the FERG Agreement**

(against CAC)

27 87. All preceding paragraphs are incorporated herein.
28

88. The object of the FERG Agreement is the development and operation of the Gordon Ramsay Pub and Grill.

89. The Gordon Ramsay Pub and Grill was developed and CAC has continued to operate Gordon Ramsay Pub and Grill since it opened in 2015.

90. The Gordon Ramsay Pub and Grill continues to generate revenues and is profitable.

91. CAC continues to operate the Gordon Ramsay Pub and Grill in the same manner and fashion as CAC operated the Gordon Ramsay Pub and Grill since its opening.

92. CAC intends to continue operating the Gordon Ramsay Pub and Grill.

93. CAC has not been fined or sanctioned in any manner by any gaming authorities in connection with its continued operations of the Gordon Ramsay Pub and Grill.

94. CAC has not compensated FERG, FERG 16 or any of their respective affiliates as required pursuant to the FERG Agreement despite Caesars' continued operation of the Gordon Ramsay Pub and Grill.

COUNT III – Accounting
(against Caesars)

95. All preceding paragraphs are incorporated herein.

96. The LLTQ Agreement permits LLTQ and LLTQ 16 to request and conduct an audit concerning the monies owed under the LLTQ Agreement.

97. The laws of equity also allow for LLTQ and LLTQ 16 to request an accounting of Caesars. Without an accounting, LLTQ and LLTQ 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

98. The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

99. LLTQ and LLTQ 16 has entrusted and relied upon Caesars to maintain accurate and complete records to compute the amount of monies due under the LLTQ Agreement.

100. LLTQ and LLTQ 16 request an accounting of the monies owed to it under the LLTQ Agreement, as well as all further relief found just, fair and equitable.

COUNT IV – Accounting
(against CAC)

101. All preceding paragraphs are incorporated herein.

102. The FERG Agreement permits FERG and FERG 16 to request and conduct an audit concerning the monies owed under the FERG Agreement.

103. The laws of equity also allow for FERG and FERG 16 to request an accounting of CAC. Without an accounting, FERG and FERG 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

104. The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

105. FERG and FERG 16 has entrusted and relied upon CAC to maintain accurate and complete records to compute the amount of monies due under the FERG Agreement.

106. FERG and FERG 16 request an accounting of the monies owed to it under the FERG Agreement, as well as all further relief found just, fair and equitable

PRAYER FOR RELIEF

WHEREFORE, LLTQ ENTERPRISES, LLC, LLTQ Enterprises 16, LLC, FERG, LLC and FERG 16, LLC respectfully request the entry of judgment in their favor and against Caesars and CAC as follows:

A. Monetary damages in excess of \$15,000, including:

i) all payments due under the LLTQ Agreement accruing since the Plan Effective Date of October 6, 2017, through the present and continuing so long as the Gordon Ramsay Pub is open;

ii) all damages and payments due arising out of the pursuit and operation by Caesars or its affiliates of any and all Restricted Ramsay Ventures since the Plan Effective Date of October 6, 2017; and

iii) all payments due under the FERG Agreement accruing since the Plan Effective Date of October 6, 2017, through the present and continuing so long as the Gordon Ramsay Pub and Grill is open;

B. Equitable relief;

1 C. Reasonable attorney's fees, costs, and interest associated with the prosecution of this
2 lawsuit; and

3 D. Any additional relief this Court may deem just and proper.

4 **RESERVATION OF RIGHTS**

5 Pursuant to Rule 13 of the Nevada Rules of Civil Procedure, LLTQ ENTERPRISES, LLC,
6 LLTQ Enterprises 16, LLC, FERG, LLC and FERG 16, LLC are not intending to bring and are not
7 bringing at this time any claims that existed at the time this matter was commenced and which were
8 already (and remain) the subject of the pending matters between the parties before the United States
9 Bankruptcy Court for the Northern District of Illinois. LLTQ ENTERPRISES, LLC, LLTQ Enterprises
10 16, LLC, FERG, LLC and FERG 16, LLC reserve the right to pursue any such claims before this court
11 in the event the Bankruptcy Court either stays or abstains from hearing any such claims.

12 In addition, the complaint is subject to a Petition for Writ of Mandamus or Prohibition in
13 connection with certain defendants' motion to dismiss or stay, and an appeal of the remand of certain
14 counts of the complaint ordered by the United States Bankruptcy Court, District of Nevada
15 (collectively, the "Pending Appeals"). Based on the Pending Appeals, the LLTQ/FERG Defendants
16 do not concede that this Court should be proceeding with this matter at this time. Accordingly, the
17 LLTQ/FERG Defendants reserve their right to further amend, modify, or withdraw this Answer,
18 Affirmative Defenses and Counterclaims, and to bring additional counterclaims in connection with the
19 complaint pending a final determination of the Pending Appeals.

20 DATED October 1, 2019.

21
22 RICE REUTHER SULLIVAN & CARROLL, LLP

23
24 By:

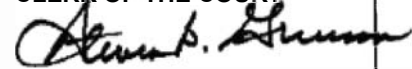
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7 *Partners, LLC; MOTI Partners 16, LLC;*
8 *TPOV Enterprises, LLC; TPOV Enterprises*
9 *16, LLC; and DNT Acquisition, LLC,*
10 *appearing derivatively by one of its two*
11 *members, R Squared Global Solutions.*
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TAB 42



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EIGHTH JUDICIAL 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.: XVI

Consolidated with A-17-760537-B

**OPPOSITION TO MOTION TO AMEND
LLTQ/FERG DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

1 **I. INTRODUCTION**

2 From the outset, it has been clear that Rowen Seibel and all of his entities believe that the
3 rules apply to everyone but them. The Motion to Amend LLTQ/FERG Defendants' Answer,
4 Affirmative Defenses and Counterclaims ("Motion") is simply another example of this belief.
5 More than two years after the complaint was filed and after an already extensive delay in filing
6 their original answer (and only under threat of default), Defendants LLTQ Enterprises, LLC
7 ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), and FERG 16,
8 LLC's ("FERG 16") (collectively the LLTQ/FERG Defendants") belatedly seek to amend their
9 pleadings long after the deadline to do so has elapsed and offer no explanation for the delay.

10 The failure to offer an explanation is all the more egregious because LLTQ and FERG
11 have to meet a heightened standard – good cause – in order to amend at this late stage. They
12 cannot and their Motion must be denied.

13 **II. RELEVANT FACTS**

14 **A. *The Seibel Parties' Efforts to Delay this Litigation.***

15 Caesars¹ filed the Complaint in this Action on August 25, 2017. (Compl., Aug. 25, 2017,
16 on file.) Then, as this Court will recall, the Seibel Parties engaged in a nearly year-long campaign
17 to avoid litigating this dispute in this Court. First, Defendants LLTQ, FERG, and MOTI removed
18 some, but not all claims against them, to the Nevada Bankruptcy Court and thereafter filed
19 motions transfer certain claims to the Illinois Bankruptcy Court. *Desert Palace, Inc. v. MOTI*
20 *Partners, LLC*, Case No. 17 01237 (Bankr. D. Nev.); *Desert Palace, Inc. v. LLTQ Enters., LLC*,
21 Case No. 17 01238 (Bankr. D. Nev.) Due to the partial removal, the Court closed the matter
22 pending the proceedings before the Nevada Bankruptcy Court. (Minute Order, Sept. 28, 2017, on
23 file.) Both the Nevada Bankruptcy Court and the Ninth Circuit Bankruptcy Appellate Panel,
24 however, rejected the Seibel Parties' efforts to evade litigation in Nevada.

25 Undeterred to avoid appearing before this Court, in January 2018, the Seibel Parties filed
26 their motions to dismiss or alternatively stay claims asserted against certain Defendants, which
27

28 ¹ Plaintiffs 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") are collectively referred to herein as "Caesars."

1 were re-filed on February 22, 2018. The Court denied the motions to dismiss in their entirety and
2 entered extensive findings. (Order, June 1, 2018, on file.) Even after the Court denied their
3 motions to dismiss, the Seibel Parties failed and/or refused to file responsive pleadings until
4 Caesars was forced to file notices of intent to take default. (*See, e.g.*, Notice of Intent to Take
5 Default, June 25, 2018, on file.) Over ten months after Caesars filed the complaint, the Seibel
6 Parties *finally* filed their answers in July 2018. (*See, e.g.*, LLTQ/FERG Defs.' Answer &
7 Affirmative Defenses to Pl.'s Compl. & Counterclaims, July 6, 2018, on file.) At the time the
8 LLTQ and FERG Defendants filed their Answer and Counterclaims, Gordon Ramsay Steak in
9 Atlantic City ("GR Steak-AC") was already open.

10 ***B. The Deadline to Amend Pleadings Elapsed.***

11 Following the Seibel Parties' delay tactics, the Court held a Rule 16 conference on
12 October 23, 2018, and issued a scheduling order setting the deadline to amend pleadings or add
13 parties on February 4, 2019. (Business Court Scheduling Order Setting Civil Jury Trial & Pre-
14 Trial Conference Calendar Call, Oct. 31, 2018, on file, at 2:3.) Thereafter, as discovery
15 proceeded, the parties entered into additional stipulations to extend discovery and the Seibel
16 Parties even moved individually to extend discovery. (*See, e.g.*, Stip. & Proposed Order to
17 Extend Disc. Deadlines (5th Request), Oct. 14, 2019, on file.) However, at no time, even in their
18 own motion seeking to extend discovery deadlines, did the Seibel Parties ever ask this Court to
19 extend or otherwise modify the deadline to amend their pleadings past February 4, 2019. (*See,*
20 *e.g.*, Mot. for an Extension of Disc. Deadlines on Order Shortening Time, Feb. 26, 2019, on file,
21 at 9:6-15.)

22 ***C. The LLTQ & FERG Defendants Fail to Provide Any Reason for Their Delay.***

23 In their Motion, the LLTQ and FERG Defendants provide information related to their
24 requests for production of GR Steak-AC financial information, presumptively, as an explanation
25 for their need to amend. (Mot. 4:6-5:2.) But this does not explain why they never sought to
26 extend the deadline to amend or why they waited over seven months after the deadline expired to
27 file their motion to amend. Their silence on this issue is all the more confusing when they have
28 been on notice since at least March 5, 2019, that Caesars objected to their efforts to see seek

1 discovery on restaurants for which no specific allegation had been made in the pleadings. (*See*,
2 *e.g.*, Ex. 1, Pls.' Resps. to Def.'s First Req. for Prod. of Documents 11:26-12:20.) Further, Caesars
3 again reiterated its position that the Seibel Parties were not entitled to information regarding GR
4 Steak-AC on April 30, 2019, over five months ago. (Ex. 2, Email from M. Magali Mercera, Esq.
5 to Nicole Milone, Esq., Apr. 30, 2019.) Yet, the LLTQ and FERG Defendants made no efforts to
6 amend their pleadings.

7 On or around June 4, 2019, the LLTQ and FERG Defendants' new counsel requested
8 certain financial documents related to various restaurants. (Ex. 3, Email from Steven Bennett,
9 Esq., June 4, 2019.) During a meet and confer that day, Caesars' counsel explained that
10 documents related to GR Steak-AC would not be produced because there were no claims asserted
11 for this restaurant in the pleadings. (*See id.*; *see also* Ex. 4, Email from M. Magali Mercera, Esq.
12 to Steven Bennett, Esq., Aug. 15, 2019.) Following additional exchanges where Caesars' counsel
13 again explained why discovery related to GR Steak would be inappropriate, the LLTQ and FERG
14 Defendants still did not provide a proposed amendment until September 3, 2019. (Ex. 5, Email
15 from Steven. Bennett to M. Magali Mercera, Esq., Sept. 3, 2019.) After review of the proposed
16 amended pleading, it was unclear why the LLTQ and FERG Defendants waited so long to amend
17 their counterclaim. Because of the delay and the lack of explanation for the delay, Caesars could
18 not stipulate to the proposed amendment and informed counsel that they understood they would
19 seek leave from the Court. (Ex. 6, Email from M. Magali Mercera, Esq. to Steven Bennett, Sept.
20 13, 2019.) This Motion ensued.

21 **III. ANALYSIS**

22 "Although the rule states that leave to amend shall be given when justice so requires,
23 '[t]his does not . . . mean that a trial judge may not, in a proper case, deny a motion to amend. If
24 that were the intent, leave of court would not be required.'" *Kantor v. Kantor*, 116 Nev. 886, 891,
25 8 P.3d 825, 828 (2000) (quoting *Stephens v. So. Nev. Music Co.*, 89 Nev. 104, 105, 507 P.2d 138,
26 139 (1973)). "A motion for leave to amend pursuant to NRCP 15(a) is addressed to the sound
27 discretion of the trial court, and its action in denying such a motion will not be held to be error in
28

1 the absence of a showing of abuse of discretion." *Id.* (quoting *Connell v. Carl's Air Conditioning*,
2 97 Nev. 436, 439, 634 P.2d 673, 675 (1981)).

3 "Sufficient reasons to deny a motion to amend a pleading include undue delay, bad faith or
4 dilatory motives on the part of the movant." *Id.* (citation omitted). Moreover, when a party seeks
5 leave to amend a pleading pursuant *after* the deadline to amend has expired, "such motions
6 implicate NRCP 16(b) in addition to NRCP 15(a) because they effectively seek a waiver or
7 extension of that deadline so that the merits of the motion may be considered." *Nutton v. Sunset*
8 *Station, Inc.*, 131 Nev. 279, 285, 357 P.3d 966, 970 (Nev. App. 2015) (emphasis added). "In
9 contrast to the fluidity reflected in NRCP 15(a), the purpose of NRCP 16(b) is to offer a measure
10 of certainty in pretrial proceedings." *Id.*, 357 P.3d at 971 (quotation omitted). "Thus, *'[w]here a*
11 *scheduling order has been entered, the lenient standard under Rule 15(a), which provides leave*
12 *to amend 'shall be freely given,' must be balanced against the requirement under Rule 16(b)*
13 *that the Court's scheduling order 'shall not be modified except upon a showing of good cause.'*"
14 *Id.* (emphasis added) (quoting *Grochowski v. Phoenix Constr.*, 318 F.3d 80, 86 (2d Cir.2003)).
15 "Disregard of the [scheduling] order would undermine the court's ability to control its docket,
16 disrupt the agreed-upon course of the litigation, and reward the indolent and the cavalier." *Id.*
17 at 285-86, 357 P.3d at 971 (emphasis added) (quoting *Johnson v. Mammoth Recreations, Inc.*,
18 975 F.2d 604, 610 (9th Cir.1992)).

19 More than a year after filing their original answer and counterclaims, the LLTQ and
20 FERG Defendants now seek to amend with no explanation for their delay. *O'Neal v. Juvenile*
21 *Master Lu*, No. 67128, 2015 WL 7523925, at *4 (Nev. App. Nov. 19, 2015) (concluding "that,
22 under the circumstances presented here, the district court did not abuse its discretion in denying
23 appellant's motion to amend because granting such a motion would cause undue delay . . .").
24 The LLTQ and FERG Defendants' non-explanation is telling: they have no good cause for delay.

25 Instead, the LLTQ and FERG Defendants discuss circumstances related to Caesars'
26 objections to requests for production. (See Mot. 4:6-5:2.) Although this may be an attempt to
27 offer an explanation for requesting amendment, albeit insufficient, it does not explain delay, an
28 explanation that is necessary to show good cause after the deadline to amend has passed. See

1 *Nutton*, 131 Nev. at 285, 357 P.3d at 970 (providing that "when a party seeks leave to amend a
2 pleading pursuant to NRCP 15(a) *after* a deadline set under NRCP 16(b) for filing such a motion
3 has already elapsed, such motions . . . effectively seek a waiver or extension of that deadline");
4 *see also* NRCP 16(b)(4) (providing that good cause for modification of deadlines is required).
5 Moreover, GR Steak-AC has been in operation since before the LLTQ and FERG Defendants
6 filed their Answer and Counterclaims on July 6, 2018. If LLTQ and FERG believed GR Steak-
7 AC to be restricted, they should have included those allegations in their original Answer and
8 Counterclaims. They provide no justification for why they did not include those allegations and
9 offer no explanation why they sat on their hands for *months* after the deadline to amend elapsed.
10 Moreover, Caesars objected months ago to their discovery efforts and explicitly stated why. The
11 LLTQ and FERG Defendants should not be rewarded for their unexplained delay.

12 Rather than attempting to meet their burden to prove good cause and to justify delay
13 beyond the deadline to amend pleadings, the LLTQ and FERG Defendants attempt to burden
14 shift, arguing that Caesars did not mention that the deadline had passed when Caesars extended
15 the courtesy to opposing counsel to consider its amendment. (*See* Mot. 15-17.) But it is not
16 Caesars' responsibility to notify the LLTQ and FERG Defendants of their discovery obligations
17 and it does not bear on the LLTQ and FERG Defendants' burden to show good cause or excuse
18 their delay. *Ennes v. Mori*, 80 Nev. 237, 242, 391 P.2d 737, 740 (1964) (denying amendment
19 and explaining that "[o]therwise we should be approving a rule under which, despite an entire
20 lack of diligence on the part of the defendant, in spite of long-lasting neglect without excuse, in
21 spite of a defendant's approval of the pleaded issues in a pre-trial conference, he is entitled to an
22 amendment and may throw the entire burden of showing resulting prejudice upon the opposing
23 party"). After delaying this action for over a year already, never seeking to extend the deadline to
24 amend pleadings, and being aware of Caesars' objections to the discovery they seek for months,
25 the LLTQ and FERG Defendants should not be rewarded for sitting on their hands.

26 ///

1 **IV. CONCLUSION**

2 Based on the foregoing, Caesars request that this Court deny the LLTQ and FERG
3 Defendants' motion to amend.

4 DATED this 14th day of October 2019.

5 PISANELLI BICE PLLC

6
7 By: 

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22 *Paris Las Vegas Operating Company, LLC;*
23 *PHWLTV, LLC; and Boardwalk Regency*
24 *Corporation d/b/a Caesars Atlantic City*
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 14th day of October 2019, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **OPPOSITION TO MOTION TO AMEND LLTQ/FERG DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** to the following:

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PHWL, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL 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.

PHWL, 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

Dept. No.: XVI

Consolidated with A-17-760537-B

**PLAINTIFFS' RESPONSES TO
DEFENDANTS' FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS**

AND ALL RELATED MATTERS

TO: ROWEN SEIBEL, 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 DNT
ACQUISITION, LLC, Defendants, and

TO: DANIEL R. MCNUTT, ESQ., Defendants' counsel of record.

1 Plaintiffs Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLV, LLC,
2 and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("Plaintiffs"), by and through its
3 undersigned counsel of record, the law firm of PISANELLI BICE PLLC, and pursuant to
4 NRCP 34, hereby respond to Defendants' First Request for Production of Documents as follows:

5 **DEFINITIONS AND GENERAL OBJECTIONS**

6 A. "Nondiscoverable/Irrelevant" - The request in question concerns a matter that is
7 not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
8 discovery of admissible evidence.

9 B. "Unduly burdensome" - The request in question seeks discovery that is unduly
10 burdensome or expensive, taking into account the needs of the case, limitation on the party's
11 resources, and the importance of the issues at stake in the litigation.

12 C. "Vague" - The request in question contains a word or phrase that is not adequately
13 defined, or the overall request is confusing or ambiguous, and Plaintiffs are unable to reasonably
14 ascertain what documents Defendants seek in the request.

15 D. "Overly broad" - The request in question seeks documents beyond the scope of, or
16 beyond the time period relevant to, the subject matter of this litigation and, accordingly, seeks
17 documents that are nondiscoverable/irrelevant and is unduly burdensome.

18 E. Plaintiffs object to Defendants' requests to the extent they seek any information
19 protected by any absolute or qualified privilege or exemption, including, but not limited to, the
20 attorney-client privilege, a marital privilege, a common interest privilege, the attorney work-
21 product exemption, and/or the consulting expert exemption.

22 F. Plaintiffs object to Defendants' requests on the grounds that they are unduly
23 burdensome and that many of the documents requested may be obtained by Defendants from
24 other sources more conveniently, less expensively, and with less burden.

25 G. Documents will be provided on the basis of documents available to and located by
26 Plaintiffs at this time. There may be other and further documents of which Plaintiffs, despite its
27 reasonable investigation and inquiry, is presently unaware. Plaintiffs, therefore, reserve the right
28

1 to modify or enlarge any response with such pertinent additional documents as it may
2 subsequently discover.

3 H. No incidental or implied admissions will be made by the responses. The fact that
4 Plaintiffs may respond or object to any request, or part thereof, shall not be deemed an admission
5 that Plaintiffs accept or admit the existence of any fact set forth or assumed by such request, or
6 that such response constitutes admissible evidence. The fact that Plaintiffs respond to a part of
7 any request is not to be deemed a waiver of their objections, including privilege, to other parts of
8 the request in question.

9 I. Plaintiffs object to any request to the extent that it would impose upon Plaintiffs
10 greater duties than are set forth under the Nevada Rules of Civil Procedure. When necessary,
11 Plaintiffs will supplement their responses to requests as required by the Nevada Rules of Civil
12 Procedure.

13 J. Each response will be subject to all objections as to competence, relevance,
14 materiality, propriety, and admissibility, and to any and all other objections on any ground that
15 would require the exclusion from evidence of any statement herein if any such statements were
16 made by a witness present and testifying at any evidentiary hearing and/or trial, all of which
17 objections and grounds are expressly reserved and may be interposed during the hearing or trial.

18 **RESPONSES TO REQUESTS FOR PRODUCTION**

19 **REQUEST NO. 1:**

20 All documents and communications concerning the negotiations, including but not
21 limited to draft agreements, between Caesars and Ramsay concerning (a) the Steak Restaurant
22 LV; (2) [sic] Pub Restaurant LV; (c) Pub Restaurant AC; (d) BURGR Restaurant; and (e)
23 Gordon Ramsay Burger.

24 **RESPONSE TO REQUEST NO. 1:**

25 Plaintiffs object to this Request because the term "concern[ing]," as defined, asks counsel
26 to identify documents that "support," "prove," and/or "evidence," and thus calls for a legal
27 conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*, work
28 product), which are protected from disclosure. In addition, Plaintiffs object to the extent this

confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs also object to this Request because the term "relat[ing] to," as defined, asks counsel to identify documents that "support," "prove," and/or "evidence," and thus calls for a legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*, work product), which are protected from disclosure. Plaintiffs object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the gaming privilege, the accountant-client privilege, and the consulting expert exemption. Additionally, Plaintiffs object to this Request to the extent it seeks to place a higher burden on Plaintiffs than the Nevada Rules of Civil Procedure by requiring Plaintiffs to obtain documents from other parties.

In light of the foregoing, Plaintiffs will not respond to the portion of this Request seeking documents relating to Ramsay, GRH, OHS, Marc Sherry, Greg Sherry, GRB, or their affiliates or assigns unless and until Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of admissible evidence in relation to any allegation or defense and/or a court order compels the production after a finding of discoverability. Subject to and without waiving said objections, Plaintiffs will produce any discoverable documents responsive to the remainder of this Request that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST NO. 9:

The Financial Records for the following from date of opening to the present: (a) Steak Restaurant -LV; (b) Steak Restaurant -AC; (c) Steak Restaurant -Baltimore; (d) Pub Restaurant -LV; (e) Pub Restaurant -AC; (f) Fish and Chips; (g) Old Homestead Restaurant; (h) BURGR Restaurant; and (i) Gordon Ramsay Burger.

RESPONSE TO REQUEST NO. 9:

Plaintiffs object to this Request because it is overly broad and thus this Request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to

1 this Request because "Financial Records," as defined, is overly broad to the extent that it
2 requests records that are not relevant to any party's claim or defense. Relatedly, Plaintiffs object
3 to this Request as overly broad and unduly burdensome to the extent it seeks communications
4 (including confidential, sensitive, financial, and/or proprietary information) from Plaintiffs
5 and/or other entities unrelated to any claim or defense. Plaintiffs further object to this Request as
6 unduly burdensome inasmuch as it seeks documents already in the possession, custody, and
7 control of Defendants. Plaintiffs object to the extent this Request seeks information protected by
8 any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client
9 privilege, a common interest privilege, the attorney work-product doctrine, accountant-client
10 privilege, and the consulting expert exemption. Moreover, Plaintiffs object to this Request as it
11 is an invasive fishing expedition designed to annoy and harass.

12 In light of the foregoing, Plaintiffs will not respond to the portion of this Request seeking
13 documents relating to Steak Restaurant-AC unless and until Defendants demonstrate how the
14 Request is reasonably calculated to lead to the discovery of admissible evidence in relation to
15 any allegation or defense and/or a court order compels the production after a finding of
16 discoverability. Subject to and without waiving said objections, Plaintiffs will produce any
17 discoverable documents responsive to the remainder of this Request that are not otherwise
18 privileged or protected, to the extent such documents exist and can be located through a
19 reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to
20 supplement this response as discovery continues.

21 **REQUEST NO. 10:**

22 For the time period January 1, 2008 to present, all documents relating to any information
23 requested by Caesars of TPOV, TPOV 16, Seibel, Seibel Family Trust, Ramsay, their Affiliates
24 or assigns relating to or under: (a) sections 4.2 or 10.2 of the TPOV Steak Agreement; or (b) the
25 Ramsay Steak Agreement.

26 **RESPONSE TO REQUEST NO. 10:**

27 Plaintiffs object to this Request because it seeks information as to Ramsay and his
28 Affiliates and assigns that is not relevant and not reasonably calculated to lead to the discovery

RESPONSE TO REQUEST NO. 66:

Plaintiffs object to this Request because by asking counsel to identify documents that "support[]" it calls for a legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*, work product), which are protected from disclosure. Additionally, Plaintiffs object to this Request to the extent it seeks documents/communications protected by the attorney-client privilege and/or work product doctrine, including, but not limited to, documents exchanged by and between Plaintiffs, its counsel of record, and/or its agents. Plaintiffs further object to this Request as unduly burdensome inasmuch as it seeks documents already in the possession, custody, and control of Defendants. In addition, Plaintiffs object to the extent this Request seeks any information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, and the consulting expert exemption.

Subject to and without waiving said objections, Plaintiffs will produce any discoverable documents responsive to this Request (as Plaintiffs understand the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

DATED this 5th day of March 2019.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., #4027
Debra L. Spinelli, Esq., #9695
M. Magali Mercera, Esq., #11742
Brittnie T. Watkins, Esq., #13612
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWL, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 5th day of March 2019, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **PLAINTIFFS' RESPONSES TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** to the following:

Daniel R. McNutt, Esq.
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CERTILMAN BALIN
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Moti Partners, LLC, Moti Partner 16s, LLC,
LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC*

*Attorneys for LLTQ Enterprises, LLC;
LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
and MOTI Partners 16, LLC*

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VIA U.S. MAIL
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Wilmington, DE 19801

Attorneys for J. Jeffrey Frederick

Trustee for GR Burgr, LLC

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 2

Magali Mercera

From: Magali Mercera
Sent: Tuesday, April 30, 2019 6:56 PM
To: 'Nicole L. Milone'; 'PAUL B. SWEENEY'; 'Joshua Feldman'; 'Dan McNutt (drm@mcnuttlawfirm.com)'; 'Matt Wolf'; 'Lisa Heller'; 'Joshua Feldman'
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Diana Barton; Cinda C. Towne
Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Nicole –

My email below incorrectly stated that “there are no specific allegations regarding this restaurant in the pleadings or the initial disclosures.” The Seibel Parties do mention this restaurant in their damages section in their disclosures, but there is no specific allegation regarding this restaurant in LLTQ’s counterclaim. Specifically, the counterclaim asserts claims related to GR Steak Baltimore (*see, e.g., ¶¶ 67-73*), but there is no specific allegation regarding the Steak Restaurant – AC. Without any allegations related to the specific restaurant at issue, we do not think the discovery you seek is relevant. Merely asserting the an entitlement to damages, without a corresponding claim is insufficient. As stated earlier, if there are other sections of your pleadings you believe cover this restaurant, we are happy to review and advise whether it changes our position.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
Telephone: (702) 214-2100
mmm@pisanellibice.com | www.pisanellibice.com



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From: Magali Mercera
Sent: Tuesday, April 30, 2019 12:06 PM
To: 'Nicole L. Milone' <NMilone@certilmanbalin.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt (drm@mcnuttlawfirm.com) <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>; Joshua Feldman <JFeldman@certilmanbalin.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Nicole –

Thank you for clarification. After reviewing your email below as well as the portions of the pleadings/documents indicated by Josh (paragraph 71 of LLTQ’s counterclaim and the Seibel Parties’ initial disclosures), we are maintaining our objections with respect to these requests to the extent they seek information regarding Steak Restaurant -

AC. Specifically, there are no specific allegations regarding this restaurant in the pleadings or the initial disclosures. If there are other sections of your pleadings you believe cover this restaurant, we are happy to review and advise whether it changes our position. However, with the information provided to date, we believe these requests are seeking information regarding a restaurant that is not relevant to any party's claims or defenses and, thus, are not proportional to the needs of the case.

Further, to confirm our call yesterday, we are maintaining our objections with respect to RPD 59. During our previous meet and confers, we asked what the Seibel party's position was regarding why they are entitled to discovery regarding amounts paid to a third party as it's not clear how that relates to their own damages. You explained yesterday that one of the Seibel Parties' theories is that Caesars terminated the various contracts in order to save money and thus you believed you were entitled to see what Caesars has paid to Mr. Ramsay. While we disagree with your theory, we also continue to dispute that you are entitled to the information sought by this request as it would not show whether Caesars is "saving money." The amounts paid are governed by different contract, terms, and separate restaurant. As such, it is not relevant what Caesars has paid to a third party separate and apart from Mr. Seibel.

Thanks,

M. Magali Mercera

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From: Nicole L. Milone <NMilone@certilmanbalin.com>

Sent: Monday, April 29, 2019 5:05 PM

To: Magali Mercera <mmm@pisanellibice.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com> <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>; Joshua Feldman <JFeldman@certilmanbalin.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Magali –

As a follow up to our meet and confer this afternoon on your email below, I advised I'd get back to you on your request for clarification with respect to what financial documents we were looking for in response to RPDs 9, 50, 55, 58 & 60.

First, we would like to be clear that your objections on these RPDs were the basis of our initial 4/10 meet and confer largely because of the overall objection to providing any documents with respect to the Steak Restaurant-AC. This clarification is provided to the extent you are asking what specific financial documents we are seeking for *Steak AC* in an effort to determine whether or not you will be standing on your objection or withdrawing the objection and producing documents. The clarification is not intended to encompass the entire RPD with respect to any other restaurants for which you did not object to producing responsive documents.

With that understanding and after a review of the RPDs, we have determined that for RPDs 9, 50 & 58, quarterly profit and loss statements, including but not limited to any subparts thereto such as settlement statements and/or "split for

contract” sections/tabs should suffice (to the extent the information requested in these specific RPDs is included in the P&L), but we stress that this statement is made without waiver to our rights to request any additional financial records that may also be responsive to these requests.

With respect to RPDs 55 and 60, these seek documents relating to agreements or negotiations concerning the Steak AC restaurant and others – not financial records.

As we discussed earlier today, if you believe that we can come to an agreement on these RPDs based on our clarification above, please let us know immediately or we will seek court intervention as we have been unable to resolve this dispute after multiple meet and confers on the topic (held on: April 10th, April 17th and April 29th).

Thanks,



Nicole L. Milone, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

☎ Direct 516.296.7127 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: <mailto:nmilone@certilmanbalin.com> | [my profile](#) | www.certilmanbalin.com

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From: Magali Mercera <mmm@pisanellibice.com>

Sent: Friday, April 26, 2019 7:21 PM

To: Nicole L. Milone <NMilone@certilmanbalin.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com> <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Nicole –

As I stated in my earlier email, I am still waiting for some additional information – including some from your team that has not been provided since our meet and confer – and thus, I cannot respond regarding all of the requests by your arbitrary deadline.

We will agree to supplement our response to RPD No. 5, subject to and without waiting any of our other objections, as narrowed by the Seibel Parties. We will supplement our objection and response to this request accordingly.

We cannot agree to supplement our response to RPDs 6 – 8, 19, 22 and 32, we will not produce documents related to Ramsay, GRH, OHS, Marc Sherry, Greg Sherry, GRB, or their affiliates or assigns. These requests are seeking information that is not relevant to any party’s claims or defenses in this action and thus, are not proportional to the needs of the case.

We cannot agree to supplement our response to RPDs 10-13, 15, 38 – 40 and 41 and we are maintaining our objections to these requests. These requests are seeking information that is not relevant to any party's claims or defenses and are not proportional to the needs of the case.

We have some additional follow-up questions with respect to RPDs 9, 50, 55, 58, and 60 and are still waiting for your position with respect to RPD 59. Let's discuss on our meet and confer on Monday.

Thanks,

M. Magali Mercera

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From: Nicole L. Milone <NMilone@certilmanbalin.com>

Sent: Friday, April 26, 2019 3:24 PM

To: Magali Mercera <mmm@pisanellibice.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com> <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Magali –

With respect to RPD No. 5: Confirmed. We agree to limiting this request to communications about Rowen Seibel or any of the restaurants at issue in this case between Caesars and (a) Ramsay; (b) OHS; (c) Marc Sherry; (d) Greg Sherry; (e) GRB; and (f) Affiliates or assigns of the foregoing persons and/or entities.

We will get back to you Monday with respect to RPD No. 59.

With respect to the below RPDs that we're still awaiting your response on (all but 59), please advise your position by end of the day today.

- RPD 5 (given the limitation agreed to above)
- RPDs 6 – 8, 19, 22 and 32
- RPDs 9, 50, 55, 58, and 60
- RPDs 10-13 & 15
- RPD 38
- RPD 39
- RPD 40
- RPD 41

Thanks,



Nicole L. Milone, Esq.
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90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

☎ Direct 516.296.7127 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: <mailto:nmilone@certilmanbalin.com> | [my profile](#) | www.certilmanbalin.com

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From: Magali Mercera <mmm@pisanellibice.com>

Sent: Friday, April 26, 2019 1:47 PM

To: Nicole L. Milone <NMilone@certilmanbalin.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt (drm@mcnuttlawfirm.com) <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Nicole –

Thank you for email. I am waiting for some additional information to be able to respond to your requests. In the interim, I wanted to clarify your position with respect to two RPDs below. With respect to RPD 5, Josh proposed narrowing this request to communications about Rowen Seibel or any of the restaurants at issue. Please confirm.

Additionally, with respect to RPD 59, I asked Josh what the Seibel party's position was regarding why they are entitled to discovery regarding amounts paid to a third party as it's not clear how that relates to their own damages. He said he would get back to us with this explanation so that we could assess whether it changed our position with this request. We have not heard from him on this point. Please advise.

Thanks,

M. Magali Mercera

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From: Nicole L. Milone <NMilone@certilmanbalin.com>

Sent: Friday, April 26, 2019 10:41 AM

To: Magali Mercera <mmm@pisanellibice.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt (drm@mcnuttlawfirm.com) <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>

Subject: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Magali-

As a follow-up to one of the issues from our prior email chain of "Outstanding Issues," we are still awaiting your position on the below RPDs discussed on your April 10th meet and confer with Josh, and briefly discussed again on our April 17th meet and confer. Please advise by the end of the business day today as we will have to obtain court intervention if we cannot come to an agreement.

Copied from our prior email chain for ease of reference (my text in black from my 4/19 email, your response in red from your 4/22 email, my response in blue from my 4/23 email):

We confirmed on our April 17th call, and confirm again in writing, that your April 17th e-mail correctly outlined the outstanding issues to be resolved with respect to Caesars' Responses to Defendants' First Requests for Production of Documents (copied below for ease of reference) that were discussed originally on the April 10th meet and confer. Please advise your position with respect to these disputed requests so that we may take appropriate next steps.

- RPD 5
- RPDs 6 – 8, 19, 22 and 32
- RPDs 9, 50, 55, 58, and 60
- RPDs 10-13 & 15
- RPD 38
- RPD 39
- RPD 40
- RPD 41
- RPD 59

Thank you for clarifying. I will get back to you shortly with our position with respect to these requests.

We have been waiting on a response to this issue since the April 10th meet and confer. Please do get back to us as soon as possible.



Nicole L. Milone, Esq.

Certilman Balin Adler & Hyman, LLP

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EXHIBIT 3

Magali Mercera

From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Tuesday, June 4, 2019 1:55 PM
To: Magali Mercera; 'David A. Carroll'; Daniel Brooks
Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Thank you for participating in the meet and confer regarding discovery issues in this (State) case. As discussed, the following is a brief summary, as I understand it, of the LLTQ/Seibel parties. This summary is incomplete, as we have not had an opportunity to review the most recent production from Caesars, provided on May 22, 2019, the day before the Certilman firm moved to withdraw. We offer this summary, without prejudice, in hopes of determining whether we can resolve at least these issues without need for the intervention of the Court.

1. Compliance information:
With regard to the Caesars decision to terminate contracts Rowen Seibel and related entities (or their assignees) seek:
 - A. Agenda for the Caesars Compliance Committee meeting(s) for any discussion on that topic
 - B. Minutes of any meeting of the Compliance Committee on that topic
 - C. Report(s) or other communication with the Nevada Gaming Commission or Nevada Gaming Control Board on that topic
 - D. Any amendments / revisions to the Caesars Ethics and Compliance Program document (we have only the version dated 8/5/2013)
2. P & L statements for all restaurants covered by the contracts with Rowen Seibel and related entities (or their assignees), including statements post-termination (August 2016).
3. P & L statements for Atlantic City Steak. Our understanding is that Caesars takes the position that such statements are not relevant because Atlantic City Steak is not specifically mentioned in the Complaint. Will Caesars agree to amendment of the Complaint to include reference to that entity, and thereafter produce the requested documents?

Our understanding is that you will provide a similar summary of as-yet unresolved requests from Caesars (and whatever correspondence there may have been regarding those requests), with the aim of discussing the requests at a further meet and confer session after the conference with the Court on June 6.

Separately, as discussed, please provide us with the last form of deposition schedule, so that we may begin to discuss potential new dates for depositions. Further, as discussed, it will be helpful to consider the extent to which some or all of the depositions can be taken once, for use in both the State and Federal cases.

Regards,

Steven C. Bennett

From: Steven C. Bennett
Sent: Tuesday, June 4, 2019 2:05 PM
To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins

<BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

We are on the line. Please dial in.

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:55 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

That works. We'll talk then.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:35 PM

To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Thank you. Let's try for 11 AM (Pacific), which is 2 PM (Eastern). We can use:

888-619-1583

917720 # (code)

Regards,

Steve Bennett

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:30 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are available tomorrow before 12pm (PST) for a call. Please let us know your availability.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:14 PM

To: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Cc: David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Subject: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

We have been engaged by the Defendants in No. A-17-760537-B / Plaintiffs in No. A-17-751759-B (Dist. Ct. Clark County). Rice Reuther Sullivan & Carroll has been engaged as local counsel. We are in the process of obtaining pro hac vice admission to the Court. We request your confirmation that you have no objection to our pro hac vice admission.

Further, we understand that there is a status conference in the case, scheduled for June 6, 2019. We are prepared to “meet and confer” with you, in advance of that conference, at your convenience. Please advise what time(s) are most convenient for you.

Regards,

Steven C. Bennett

Steven C. Bennett
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019
(646) 412-3234 (direct)
(212) 757-0007 (main)
scb@szslaw.com

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authority. If you are not the intended recipient, or are not authorized to receive it for the intended recipient, you are not authorized to, and must not, disclose, copy, distribute, or retain this message or any part of it. Thank you. RICE REUTHER SULLIVAN & CARROLL, LLP – Attorneys At Law. For more information about our firm, please visit our web page at <http://www.rrsc-law.com>

EXHIBIT 4

Magali Mercera

From: Magali Mercera
Sent: Thursday, August 15, 2019 3:47 PM
To: 'Steven C. Bennett'; 'David A. Carroll'; Daniel Brooks
Cc: James Pisanelli; Debra Spinelli; Brittanie T. Watkins; Robert A. Ryan
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are in the process of gathering the financial documents you requested below. However, we will not agree to produce the financial documents for GR Steak – Atlantic City. There are no claims regarding this restaurant in the pleadings. You previously indicated that you would be amending your pleadings and asked whether Caesars would consent. Without seeing the proposed amended pleading, we cannot determine whether we will consent to any such amendment. If you will provide the proposed amended pleading, we are happy to review and let you know if it changes our position. We are available for a telephonic EDCR 2.40 next week to discuss. Please let us know when you're available.

With respect to the compliance documents, we are reviewing our production to determine what additional documents, if any, may need to be produced. We will produce those as well by the end of the month. If there are any outstanding issues that we have not addressed, please let me know.

Separately, we also have not heard from you on these issues from my June 5, 2019 emails:

- **Supplemental Responses to Discovery (in the federal matter).** We have not received the supplemental responses based upon the agreed-upon categories in the federal matter. Without these supplemental responses, it is impossible for us to determine whether documents were produced in response to the discovery requests served or whether TPOV, TPOV 16, and Mr. Seibel withheld documents responsive to specific requests or whether no responsive documents exist.
- **Declarations regarding Yvette Seibel and Netty Wachtell (in both the state and federal matters).** Based upon representations regarding the health of Ms. Seibel and Ms. Wachtell, we agreed not to proceed with their depositions pending confirmation from a doctor/caretaker that they are unable to be deposed and a stipulation that they will not be called as witnesses at trial in this matter or the state court matter. It is our understanding that previous counsel was looking into obtaining a declaration or other confirmation for a doctor/caretaker for Ms. Seibel and Ms. Wachtell. Please advise as to the status of the declaration/confirmation.
- **Deposition of Bryn Dorfman (in both the state and federal matters).** Previous counsel would not agree to present Ms. Dorfman for deposition, but agreed to accept service of a subpoena on her behalf. Given their withdrawal, please advise whether you will make Ms. Dorfman available for deposition. If not, please advise whether you are authorized to accept service of a subpoena on her behalf or if we should proceed with personal service.
- **Objections to RPDs Nos. 33, 34, 35, 36, 37, and 38 (in the federal matter).** These requests seek "Documents, Communications, and other materials that relate to, concern, and/or pertain in any way to the purported assignment of membership interests in TPOV to" the various individuals, including, but not limited to, Brian Ziegler and Craig Green. In response to these requests TPOV 16 asserted that these requests were based on an incorrect factual premise. As previously explained to counsel, the factual premise of our requests is based on TPOV 16's own complaint and related documents. Either TPOV 16's complaint is based on an incorrect factual

premise or the objections to these requests are improper and should be withdrawn. Please advise whether you will withdraw the improper objections and that all documents responsive these requests have been produced.

- **Brian Ziegler, Craig Green, and the Seibel Family 2016 Trust Responses to Subpoenas Duces Tecum (in the federal matter).** Messrs. Ziegler and Green failed to produce any documents in response to subpoenas served by Paris. In response to some requests, they stated that they would produce certain documents “to the extent such documents have not already been produced in this action” or that documents had already been produced or were in the process of being produced by TPOV, TPOV 16, and Seibel. Mr. Ziegler and Mr. Green have their own files and records separate from TPOV, TPOV 16, and Mr. Seibel and are required to search for and produce documents in response to the subpoenas served by Paris. If they believe documents have already been produced by the Parties to the action, they must identify what documents from the productions were produced from their records. The Seibel Family 2016 Trust took a similar approach and did not produce documents or simply referred back to TPOV, TPOV 16 and Mr. Seibel’s production. On the eve of the Trust’s deposition, the Trust produced a handful of bank records and during the deposition, we learned that other documents were not produced, including, but not limited to tax returns. Please advise whether Messrs. Ziegler and Green and the Trust will be producing documents responsive to the subpoenas

Additionally, we have not heard from you on our request for a meet and confer on the following (in the state court matter):

- **Mr. Seibel’s Response to Desert Palace, Inc.’s First Set of Interrogatories:**
 - **Response to Interrogatory No. 2:** In part, Mr. Seibel objected to this request claiming it called for privileged information protected by the attorney client and work-product privileges. The interrogatory, however, does not seek privileged information as it requests information regarding contracts that were terminated. Please confirm that no information was withheld from this response. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claim of privilege is appropriate.
 - **Response to Interrogatory Nos. 3, 4, 5, 6, and 7:** Mr. Seibel objected, in part, to these interrogatories on the basis that the request was “too vague or ambiguous.” Please advise what clarification Mr. Seibel is seeking to respond to these interrogatories.
 - **Response to Interrogatory Nos. 8, 9, 10, 11, and 12:** In part, Mr. Seibel objected to these requests claiming they called for privileged information protected by the attorney client and work-product privileges. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claims of privilege are appropriate.
 - **Response to Interrogatory Nos. 18, 19, 20, and 21:** The answers provided to these interrogatories are incomplete and do not include information regarding the business and personal connections between the parties and should be supplemented.
- **Mr. Seibel’s Response to Caesars’ First Requests for Production:**
 - **Response to RPD Nos. 3, 30, 31, 45, 60, 61, 77, 78, 94, and 95:** These requests ask not only for documents sufficient to show the formation, ownership, and control of the various entities, but seek any documents relating thereto which would include communications regarding the same. Please confirm that the documents requested will be produced.
 - **Response to RPD Nos. 8:** Mr. Seibel concealed the information related to his Voluntary Disclosure application from Caesars. This information is relevant to show Mr. Seibel’s actions which gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes. This request should be supplemented and the attempted narrowing withdrawn. Further, if documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log.
 - **Response to RPD Nos. 7, 22, 34, 39, 48, 54, 57, 64, 71, 74, 81, 88, 91, 98, 105, 108, 122, and 125:** To the extent documents responsive to these requests are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.
 - **Response to RPD No. 23:** This information is relevant to show Mr. Seibel’s actions that gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes.

- **Response to RPD No. 26:** Mr. Seibel objected to this request, in part, based on the marital privilege. However, this request seeks information from before the time that Mr. Seibel and Ms. Dorfman were married and thus, the privilege does not apply. Further, to the extent documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.

Please let us know your availability next week for a telephonic EDCR 2.34 meet and confer to discuss these issues.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Wednesday, August 14, 2019 1:57 PM

To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

It has been more than two months since we asked for the documents outlined in my message of June 4 (and re-stated in my message of August 2). Please advise, not later than the close of business on Friday, August 16, whether you will produce the documents, and provide a schedule for their production. If we receive no message confirming a schedule for production, we will seek the intervention of the Court.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Friday, August 2, 2019 5:13 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Following up on the message below, please advise whether you will provide the requested information. In particular, regarding financial information, we require:

1. GR Pub & Grill Caesars Palace – Las Vegas Profit and Loss Statements - June 2015 to present
2. GR Steak Las Vegas – Profit and Loss Statements – September 2016 to present
3. GR Fish & Chips Las Vegas Profit and Loss Statements – October 2016 (opening) to present
4. Old Homestead Profit and Loss Statements - September 2016 to present
5. GR Pub & Grill Caesars Atlantic City Profit and Loss Statements - June 2015 to present
6. GR Steak Atlantic City Profit and loss statements – Opening to present
7. GR Steak Baltimore Profit and Loss Statements – November 2017 (opening) to present
8. Serendipity 3 – Profit and Loss Statements – September 2016 through December 31, 2016

Let us know promptly when this information (including the Compliance materials and the Financial information) will be provided.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Tuesday, June 4, 2019 4:55 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Thank you for participating in the meet and confer regarding discovery issues in this (State) case. As discussed, the following is a brief summary, as I understand it, of the LLTQ/Seibel parties. This summary is incomplete, as we have not had an opportunity to review the most recent production from Caesars, provided on May 22, 2019, the day before the Certilman firm moved to withdraw. We offer this summary, without prejudice, in hopes of determining whether we can resolve at least these issues without need for the intervention of the Court.

1. Compliance information:
With regard to the Caesars decision to terminate contracts Rowen Seibel and related entities (or their assignees) seek:
 - A. Agenda for the Caesars Compliance Committee meeting(s) for any discussion on that topic
 - B. Minutes of any meeting of the Compliance Committee on that topic
 - C. Report(s) or other communication with the Nevada Gaming Commission or Nevada Gaming Control Board on that topic
 - D. Any amendments / revisions to the Caesars Ethics and Compliance Program document (we have only the version dated 8/5/2013)
2. P & L statements for all restaurants covered by the contracts with Rowen Seibel and related entities (or their assignees), including statements post-termination (August 2016).
3. P & L statements for Atlantic City Steak. Our understanding is that Caesars takes the position that such statements are not relevant because Atlantic City Steak is not specifically mentioned in the Complaint. Will Caesars agree to amendment of the Complaint to include reference to that entity, and thereafter produce the requested documents?

Our understanding is that you will provide a similar summary of as-yet unresolved requests from Caesars (and whatever correspondence there may have been regarding those requests), with the aim of discussing the requests at a further meet and confer session after the conference with the Court on June 6.

Separately, as discussed, please provide us with the last form of deposition schedule, so that we may begin to discuss potential new dates for depositions. Further, as discussed, it will be helpful to consider the extent to which some or all of the depositions can be taken once, for use in both the State and Federal cases.

Regards,

Steven C. Bennett

From: Steven C. Bennett
Sent: Tuesday, June 4, 2019 2:05 PM
To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

We are on the line. Please dial in.

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Monday, June 3, 2019 5:55 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

That works. We'll talk then.

Thanks,

M. Magali Mercera
PISANELLI BICE, PLLC
Telephone: (702) 214-2100
mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Monday, June 3, 2019 2:35 PM
To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Thank you. Let's try for 11 AM (Pacific), which is 2 PM (Eastern). We can use:

888-619-1583
917720 # (code)

Regards,

Steve Bennett

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:30 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are available tomorrow before 12pm (PST) for a call. Please let us know your availability.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:14 PM

To: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Cc: David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Subject: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

We have been engaged by the Defendants in No. A-17-760537-B / Plaintiffs in No. A-17-751759-B (Dist. Ct. Clark County). Rice Reuther Sullivan & Carroll has been engaged as local counsel. We are in the process of obtaining pro hac vice admission to the Court. We request your confirmation that you have no objection to our pro hac vice admission.

Further, we understand that there is a status conference in the case, scheduled for June 6, 2019. We are prepared to “meet and confer” with you, in advance of that conference, at your convenience. Please advise what time(s) are most convenient for you.

Regards,

Steven C. Bennett

Steven C. Bennett
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019
(646) 412-3234 (direct)
(212) 757-0007 (main)
scb@szslaw.com

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EXHIBIT 5

Magali Mercera

From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Tuesday, September 3, 2019 8:20 AM
To: Magali Mercera; James Pisanelli; Debra Spinelli
Cc: Daniel Brooks
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]
Attachments: LLTQ and FERG Amended Counterclaim.docx

CAUTION: External Email

Magali:

Following up on our recent meet and confer session, attached is a draft of the Amended Answer and Counterclaims, which includes the proposed reference to GR Steak / Atlantic City, at paragraphs 74-79 of the Counterclaims. Please advise whether you will stipulate to this amendment of the Counterclaims, and produce financial records for GR Steak / Atlantic City.

Regards,

Steven C. Bennett

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, August 22, 2019 2:37 PM
To: WILT, ALLEN <AWILT@FCLAW.com>; Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Daniel Brooks <dbrooks@szslaw.com>; Robert Atkinson <Robert@nv-lawfirm.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Let's plan for tomorrow, August 23 at 11am (PST) / 2pm (EST). We can use the following dial-in: 888-808-6929; access Code: 6901009

Separately, the 30(b)(6) designee for the Compliance Committee, Sue Carletta, is available on October 10, 2019 and Dick Casto is available on October 14, 2019. Please let me know if those dates work on your end so that we can confirm their schedules.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

From: WILT, ALLEN <AWILT@FCLAW.com>
Sent: Wednesday, August 21, 2019 1:48 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Magali Mercera <mmm@pisanellibice.com>; Daniel Brooks <dbrooks@szslaw.com>; Robert Atkinson <Robert@nv-lawfirm.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

CAUTION: External Email

All, I can accommodate Mr. Bennett's available times as stated below.

Allen Wilt

Allen J. Wilt, Director

T: 775.788.2214 | F: 775.788.2215 | M: 775.722.2933
awilt@fclaw.com

From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Wednesday, August 21, 2019 5:42 AM
To: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Magali Mercera <mmm@pisanellibice.com>; Daniel Brooks <dbrooks@szslaw.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

I am available any time on Thursday. On Friday, I am leaving the office at 3 PM (Eastern), which is Noon (Pacific).

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Tuesday, August 20, 2019 8:06 PM
To: Magali Mercera <mmm@pisanellibice.com>; Daniel Brooks <dbrooks@szslaw.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Magali, I am available all day (and evening) Thursday for the meet and confer, and on Friday, but only between 11 a.m. and 3 p.m. (PST).

Alan

From: Magali Mercera [<mailto:mmm@pisanellibice.com>]

Sent: Tuesday, August 20, 2019 8:01 PM

To: Alan Lebensfeld; Daniel Brooks; WILT, ALLEN; Robert Atkinson; Steven C. Bennett; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; 'David A. Carroll'; Andrew Rotstein; Lawrence Sharon

Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

All –

To ensure we are on the same page with respect to the depositions, I suggest we have a meet and confer to discuss. Specifically, we want to ensure that the parties agree to the use of the depositions in the various actions, any limitations, questioning by the various parties, etc. Further, we want to discuss the Seibel Parties' position with respect to the entity depositions. Please let me know your availability on Thursday or Friday this week.

In the interim, we will be serving the deposition notices for Messrs. Frederick (8/28), Green (9/4), and Seibel (9/24 & 9/25) for the dates confirmed. Our notices for the entities will follow later this week for the dates confirmed on 9/5 and 9/6, subject to our meet and confer.

Finally, we are in the process of obtaining alternate dates in October for the 30(b)(6) designee for the Compliance Committee and Mr. Casto.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>

Sent: Tuesday, August 20, 2019 10:00 AM

To: Daniel Brooks <dbrooks@szslaw.com>; Magali Mercera <mmm@pisanellibice.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarrroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

CAUTION: External Email

Dan, on behalf of OHR, we intend to participate (i.e., attending and potentially questioning the witnesses) in the following “confirmed” depositions and in the following manner:

Aug. 28-29: Jeffrey Frederick (via telephone)

September 4-6: Craig Green (live)

Sept. 20: Mark Clayton (via telephone)

Sept. 24-25: Rowen Seibel (live) (With regard to Seibel’s deposition, it does not seem likely that it can be completed in just two (2) days, considering the likely extent of the questioning. And, because I will be traveling from NJ for the deposition, we should agree to have a third day available – September 26 – but only if necessary. Kindly advise)

As for the Sherrys and because of counsels’ understandable inability to confirm those depositions earlier, their next available dates – Marc Sherry, both individually and as OHR’s 30(b)6 representative, and Greg Sherry – are **October 28, 29 and 30, 2019**. If all counsel are agreeable to those dates, I strongly suggest we confirm those dates as soon as possible.

Finally and as I understand it, Brian Ziegler, Esq.’s deposition is to be taken as well. I presume that deposition, in which I will participate live, will be held in New York. Kindly let me know as soon as possible as to the date(s) for that examination so that I and all counsel can plan their schedules, accordingly.

Thank you,

Alan

From: Daniel Brooks [<mailto:dbrooks@szslaw.com>]

Sent: Tuesday, August 20, 2019 12:34 PM

To: Magali Mercera; Alan Lebensfeld; WILT, ALLEN; Robert Atkinson; Steven C. Bennett; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; 'David A. Carroll'; Andrew Rotstein; Lawrence Sharon

Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Magali,

As an accommodation to your request that Mr. Seibel’s deposition not take place last, we are confirming his deposition on Sept. 24-25. The depositions of the Compliance Committee representative and Mr. Casto will be moved to October, after the current discovery cutoff date. We also agree that the parties should confirm deposition dates on the calendar for all witnesses and then prepare a stipulation to extend the discovery period.

For the sake of clarity, the Seibel entities wish to take the following depositions, which have been confirmed and calendared:

Aug. 28 (confirmed): Jeffrey Frederick

Aug. 29 (confirmed): Jeffery Frederick

Sept. 12 (confirmed): Tom Jenkin

Sept. 20 (confirmed): Mark Clayton

Sept. 30 (confirmed): Gordon Ramsay

Oct. 1 (confirmed): 30(b)(6) representative for GRH

Oct. 2 (confirmed): 30(b)(6) representative for GRH.

In addition, the Seibel entities wish to take the following depositions, which they have requested but which have not yet been calendared:

Marc Sherry
Greg Sherry
Mark Dunn
30(b)(6) representative for the Compliance Committee
30(b)(6) representative for the Capital Committee
Richard Casto
Juan Carlos Babas (we will attempt to subpoena)
Stuart Gillies (no response yet from GRH as to his availability)
Justin Mandel (no response yet from GRH as to his availability)
Mark Frissora (no response yet from Caesars as to his availability)
Trevor James (subject to letters rogatory issues).

In light of the substantial number of additional (unconfirmed) depositions, and your view that Mr. Seibel's deposition may lead to other potential deponents (a reason you advanced for his deposition not going last), we suggest an extension of the deposition schedule of one month. We ask that the parties representing the deponents (including Mr. Lebensfeld for the Sherrys) provide available dates for the proposed depositions as soon as feasible.

Regarding Mr. Green, we confirm that he will be the designee for all of the entities you have listed, although we note that DNT was a jointly-held venture, so that Mr. green may not necessarily be able to testify completely on its behalf. He does, however, have knowledge of the entity's operations. We don't believe the Green deposition should take more than the three days (Sept. 4-6) we have allotted, but if necessary we will find an additional date for the completion of his deposition should you (in good faith) be unable to conclude the deposition in the days already allotted.

Finally, as to Bryn Dorfman, who is not a party, as previously advised, that deposition will take place in New York, some time in October. We suggest that it be scheduled around the time of the Sherry depositions, for the convenience of all counsel, who will have to travel to New Jersey for the Sherry depositions.

Regards,

Dan

Daniel J. Brooks
Partner
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019

Telephone: (212) 757-0007 x 3247
Direct Line: (646) 412-3247
Facsimile: (212) 757-0469
E-mail: dbrooks@szslaw.com

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Monday, August 19, 2019 7:17 PM
To: Daniel Brooks <dbrooks@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Dan –

To clarify, are you agreeing to Mr. Seibel's deposition on Sept. 24-25 and moving the depositions of the 30(b)(6) designee for the Compliance Committee and Mr. Casto to October that were on for that week? Based on your agreement not to double-track depositions, we would assume so, but please confirm. If that is the case, subject to other counsels' agreement as well, we are agreeable to the proposal and will look for available dates in October for those witnesses. To avoid having to move deadlines once again, I would propose that we get deposition dates on calendar first and then prepare a stipulation.

With respect to Mr. Green, we can proceed with his deposition on September 4-6. However, we again reiterate that while we will endeavor to complete the depositions of all of the entities and Mr. Green as efficiently as possible, we cannot confirm at this time whether we will be able to complete those depositions in just three days. To be clear, we are not waiving our right to depose each entity defendant as allowed by the rules. Accordingly, please provide additional dates for the depositions of the entities. If we are able to complete the depositions in three days, we will then vacate the additional days of depositions. To avoid any confusion, we need dates for:

- TPOV Enterprises, LLC
- TPOV Enterprises 16, LLC
- LLTQ Enterprises, LLC
- LLTQ Enterprises 16, LLC
- MOTI Partners, LLC
- MOTI Partners 16, LLC
- FERG, LLC
- FERG 16, LLC
- DNT Acquisition, LLC

Please confirm whether Mr. Green will be the designee for all of these entities, which entities are being made available on September 4-6, and which entities will subsequently be made available for deposition.

Finally, to ensure that all parties are on the same page with respect to the depositions, it is our understanding that the following depositions are confirmed:

- August 28: Jeffrey Frederick in Las Vegas
- August 29: Jeffrey Frederick in Las Vegas
- September 12: 30(b)(6) Capital Committee Designee in Las Vegas
- September 16: Tom Jenkin in Las Vegas
- September 20: Mark Clayton in Las Vegas
- September 30: Gordon Ramsay in Los Angeles
- October 1: 30(b)(6) designee for GRH in Los Angeles
- October 2: 30(b)(6) designee for GRH in Los Angeles (if needed)

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Daniel Brooks <dbrooks@szslaw.com>

Sent: Friday, August 16, 2019 9:16 AM

To: Magali Mercera <mmm@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Magali,

We can agree to Rowen Seibel's deposition on Sept. 24-25. We had scheduled the Sherrys' depositions for Oct. 1-2 in Red Bank, NJ. Since, however, you don't want to "double track" the depositions and the GRH deposition has been scheduled for those dates in LA, we will have to take those depositions in October, during the extended discovery period. As for Bryn Dorfman's deposition, that too will have to be scheduled in October, during the extended discovery period. Please let me know if this is agreeable to you and, also, to you, Alan, as the Sherrys' counsel. Thank you.

Dan

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Thursday, August 15, 2019 3:29 PM

To: Daniel Brooks <dbrooks@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>;

Lawrence Sharon <Lawrence.Sharon@lsandspc.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Dan –

Your assertions with respect to the TPOV and TPOV 16 30(b)(6) designee are simply incorrect and the federal court's sanction order against TPOV and TPOV 16 speaks for itself. The issue remains fully briefed before the Court and we see no point in continuing that debate here.

The dates you originally provided (September 26-27 and Oct. 2-3) did not work because they would require either double-tracking with other depositions (on September 26 and October 2) or we were not available on the other dates (September 27). We cannot agree to double-tracking depositions, particularly where the depositions require travel. We are always willing to work cooperatively to schedule depositions and endeavor to extend professional courtesies as necessary to accommodate both witnesses and counsel's schedule. However, as I mentioned in my earlier email, Mr. Seibel is one of the main witnesses in this action and multiple parties will be deposing him. Leaving Mr. Seibel's deposition until the end will undoubtedly lead to requests to re-open discovery. Simply, his deposition as a main witness in this case should be taken earlier rather than later.

The schedule as currently set is aggressive and does not take into consideration additional witnesses. Aside from the depositions already scheduled, we will also be seeking the depositions of Bryn Dorfman and the Seibel Family 2016 Trust. Additionally, although Brian Ziegler was deposed in the federal action, the other parties in the state court action have not had an opportunity to depose him and may wish to seek his deposition as well. Further, at this time, you have indicated that Mr. Green will be the designee for all of the Seibel entities and have only provided three dates for those depositions. While we will endeavor to complete the depositions of all of the entities and Mr. Green, in his individual capacity, as efficiently as possible, we are entitled to depose each entity for a full day and cannot confirm at this time whether we will be able to complete those depositions within the dates provided for Mr. Green.

In an effort to compromise and to accommodate the multiple competing schedules, if we can depose Mr. Seibel on September 24 and 25, we can agree to a brief extension of the discovery deadlines and we will make the 30(b)(6) designee for the Compliance Committee and Mr. Casto available in October. We can then also schedule the additional depositions that have not yet been put on calendar without having to schedule 4 depositions a week. Please let us know your thoughts. I'd be happy to hop on a call as well to discuss.

Finally, since the Seibel Parties anticipate taking the full day deposition of Mr. Frederick on August 29, the Caesars parties will depose him on the afternoon of August 28 at 1:30 pursuant to the availability he provided and in light of Mr. Lebensfeld's unavailability on August 30.

Regards,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Daniel Brooks <dbrooks@szslaw.com>
Sent: Tuesday, August 13, 2019 5:04 PM
To: Magali Mercera <mmm@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Magali,

We proposed Sept. 26-27 and Oct. 2-3. What was wrong with those dates? Would Sept. 28-30 work? Please let me know and I will check with Mr. Seibel as to his availability on those dates. I don't agree with your statement that the federal court has frowned upon any supposed attempt to have our witnesses go last. What the magistrate judge frowned upon was the cancellation of the 30(b)(6) deposition because the designated witness had a job interview that was arranged by the potential employer and, despite offers to reschedule that deposition within the then-existing discovery cutoff, you insisted on going forward on that date. Don't you think that we are probably going to have to extend the discovery schedule slightly in order to accommodate all of these depositions in different locations? We want to take the Sherry depositions, for instance, and I don't see how that can be done with the current packed schedule. If you have any suggestions about how the GRH, Seibel and Sherry depositions can all go forward and be completed by Oct. 7, I'm more than willing to listen to constructive ideas. And if, as you say, Mr. Seibel's deposition may lead to other ancillary depositions, those can be taken with a brief extension of the discovery deadline. I can assure you that no one is trying gain some imagined advantage by being deposed last; I honestly don't even see how that would inure to our advantage. I hope we can come to some good faith accommodation on all of these competing considerations in this multi-party, multi-location litigation. I look forward to hearing back from you.

Regards,

Dan

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, August 13, 2019 6:44 PM
To: Daniel Brooks <dbrooks@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Dan –

As you may recall, the federal court has already frowned upon the Seibel Parties' attempts delay the depositions of its witnesses until after Caesars' witnesses have been deposed. Nevertheless, Mr. Seibel is again attempting to schedule the depositions in such a manner so as to ensure that he is deposed last – even as late as the final day of discovery. As you also know, he is one of the main witnesses in this action and multiple parties will be deposing him. Leaving his deposition until the end will hamper the parties' ability to conduct any additional discovery that may be needed

following his deposition. Accordingly, we will not agree to postpone Mr. Seibel's deposition until the end of discovery. With nearly two months in which to schedule depositions, there is no reason why Mr. Seibel's deposition needs to be delayed until October. Please provide dates for Mr. Seibel in September as previously requested. Given the amount of time still left in discovery, Caesars is not amenable to extending the discovery schedule at this time.

Thanks,

M. Magali Mercera

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From: Daniel Brooks <dbrooks@szslaw.com>

Sent: Tuesday, August 13, 2019 1:54 PM

To: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Perhaps some consideration should be given to extending the discovery cutoff?

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>

Sent: Tuesday, August 13, 2019 4:52 PM

To: Daniel Brooks <dbrooks@szslaw.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>; Lawrence Sharon <Lawrence.Sharon@lsandspc.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Counsel, October 8 is Yom Kippur, which starts in the early evening on October 7. My clients observe Yom Kippur and perhaps Mr. Seibel does as well. Just a heads-up.

From: Daniel Brooks [<mailto:dbrooks@szslaw.com>]

Sent: Tuesday, August 13, 2019 1:31 PM

To: WILT, ALLEN; Magali Mercera; Robert Atkinson; Steven C. Bennett; Alan Lebensfeld; 'ropdyke@rrsc-law.com';

TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; 'David A. Carroll'; Andrew Rotstein
Cc: James Pisanelli; Debra Spinelli; Brittanie T. Watkins; Robert A. Ryan; BYRD, MARGARET
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

I believe Mr. Lebensfeld, the Sherrys' lawyer, said they were only available the week of Sept. 30. I was unaware that the GRH depositions had been set for 10/1 and 10/2. Can we get some other dates for the Sherrys, Mr. Lebensfeld?

From: WILT, ALLEN <AWILT@FCLAW.com>
Sent: Tuesday, August 13, 2019 1:21 PM
To: Daniel Brooks <dbrooks@szslaw.com>; Magali Mercera <mmm@pisanellibice.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Counsel,

We can accommodate the following depositions, described below with the dates we understand to be on the table at this time.

Frederick 8/29-30 in L.V.
Green 9/4-6 in L.V.
Caesars Capital Committee 9/12 in L. V.
Jenkin 9/16 in L.V.
Clayton 9/20 in L.V.
9/24 Caesars Compliance Committee in L.V.
9/26 Casto in L.V.
9/30 Ramsay in L.A.
10/1-2 GRH in L.A.
10/4-5 or 7-8 Seibel in L.V.

The dates you designated for Marc and Greg Sherry are the same dates we have set for the GRH representative in L.A. Is that intentional?

J.C. Babas is not employed or affiliated with any Ramsay entity, and we are not able to produce him for deposition.

Once these dates are all firmed up, can we expect to receive deposition notices, so there is no confusion on the final dates among counsel?

Regards,

Allen Wilt

Allen J. Wilt, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
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awilt@fclaw.com | [View Bio](#)



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From: Daniel Brooks <dbrooks@szslaw.com>
Sent: Tuesday, August 13, 2019 8:44 AM
To: Magali Mercera <mmm@pisanellibice.com>; Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Dear All,

With respect to Mr. Seibel's deposition, we had proposed either September 26-27 or October 2-3. Since those dates don't work for Caesars, we now propose October 4 and October 5 (a Saturday). If those dates don't work, the only other dates that would be possible for us would be October 7 and October 8 (which would require the discovery cutoff to be extended by one day). Please let us know which dates are preferable for everyone.

With respect to the depositions of Marc and Greg Sherry, we will take those depositions in Red Bank, NJ on October 1-2.

Craig Green will be available in Las Vegas for his depositions on September 4-5 and a third day, on Sept. 6, if needed.

Sincerely,

Dan Brooks

Daniel J. Brooks
Partner
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019

Telephone: (212) 757-0007 x 3247
Direct Line: (646) 412-3247
Facsimile: (212) 757-0469
E-mail: dbrooks@szslaw.com

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Friday, August 9, 2019 7:23 PM
To: Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Steve –

We have been able to confirm availability for the following witnesses:

- The 30(b)(6) designee for the Capital Committee, based on the notice served in the federal matter, is available on September 12.
- Tom Jenkin is available on September 16
- Mark Clayton is available on September 20
- The 30(b)(6) designee for the Compliance Committee, based on the notice served in the federal matter, is available on September 24
- Richard Casto is available on September 26

At your earliest date, please confirm the dates for these depositions.

With respect to Mr. Seibel, the dates available do not work for his deposition. Please provide alternate dates in September for his deposition in Las Vegas. We are looking at the dates offered for Mr. Green and will respond shortly with the date we intend to notice his deposition.

Thanks,

M. Magali Mercera

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From: Robert Atkinson <Robert@nv-lawfirm.com>
Sent: Friday, August 9, 2019 8:26 AM
To: Steven C. Bennett <steve.bennett@szslaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Correct, the Frederick deposition will be held in Las Vegas.

-Robert

Robert Atkinson, Esq.

Attorney

📞 Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
📠 Fax: (702) 614-0647

376 E Warm Springs Rd Suite 130
Las Vegas, NV 89119

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then it is a PRIVILEGED and CONFIDENTIAL communication.

From: Steven C. Bennett [<mailto:steve.bennett@szslaw.com>]
Sent: Friday, August 09, 2019 8:19 AM
To: Alan Lebensfeld; Robert Atkinson; WILT, ALLEN; Magali Mercera; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; Daniel Brooks; 'David A. Carroll'; Andrew Rotstein
Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Great. I believe Rice Reuther has sufficient space to host this deposition (assuming that it will take place in Las Vegas).

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Friday, August 9, 2019 10:35 AM
To: Steven C. Bennett <steve.bennett@szslaw.com>; Robert Atkinson <Robert@nv-lawfirm.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Sounds like a plan, although I will be willing to go as long as we have to on 8/29.

Thanks.

From: Steven C. Bennett [<mailto:steve.bennett@szslaw.com>]
Sent: Friday, August 09, 2019 9:35 AM
To: Alan Lebensfeld; Robert Atkinson; WILT, ALLEN; Magali Mercera; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; Daniel Brooks; 'David A. Carroll'; Andrew Rotstein
Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Mr. Lebensfeld:

I suggest we start on August 29 with the Frederick deposition. If I finish early, others can pick up that day. If we do not finish the entire deposition on August 29, we can plan for another day.

Regards,

Steven C. Bennett

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>

Sent: Friday, August 9, 2019 9:28 AM

To: Robert Atkinson <Robert@nv-lawfirm.com>; Steven C. Bennett <steve.bennett@szslaw.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Steve/Robert:

I would like to participate in Frederick's deposition via telephone hook-up. August 29 is fine for the first day; August 30 is not as it is Labor Day weekend and will be off that day. Kindly advise.

With respect to the Sherrys' depositions, they will be held in my NJ offices in Red Bank, NJ. I will check with the Sherrys as to their availability and advise promptly.

Thanks,

Alan

From: Robert Atkinson [mailto:Robert@nv-lawfirm.com]

Sent: Thursday, August 08, 2019 9:59 PM

To: Steven C. Bennett; WILT, ALLEN; Magali Mercera; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; Alan Lebensfeld; Daniel Brooks; 'David A. Carroll'; Andrew Rotstein

Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET

Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Okay.

Is Friday August 30 a good day for Caesars and everyone else for the second/continuation day?

-Robert

Robert Atkinson, Esq.

Attorney

📞 Office: (702) 614-0600

✉ Email: robert@nv-lawfirm.com

📠 Fax: (702) 614-0647

376 E Warm Springs Rd Suite 130
Las Vegas, NV 89119

From: Steven C. Bennett [<mailto:steve.bennett@szslaw.com>]
Sent: Thursday, August 08, 2019 6:46 PM
To: Robert Atkinson; WILT, ALLEN; Magali Mercera; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; 'alan.lebensfeld@lsandspc.com'; Daniel Brooks; 'David A. Carroll'; Andrew Rotstein
Cc: James Pisanelli; Debra Spinelli; Brittanie T. Watkins; Robert A. Ryan; BYRD, MARGARET
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Mr. Atkinson:

On behalf of the Seibel-related parties, I expect to take one day of deposition of Mr. Frederick.

Regards,

Steve Bennett

From: Robert Atkinson <Robert@nv-lawfirm.com>
Sent: Thursday, August 8, 2019 9:43 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; WILT, ALLEN <AWILT@FCLAW.com>; Magali Mercera <mmm@pisanellibice.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'alan.lebensfeld@lsandspc.com' <alan.lebensfeld@lsandspc.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; BYRD, MARGARET <MBYRD@FCLAW.com>
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Good evening all,

Per Steven Bennett's email below, he had confirmed Thursday August 29 as the date for the Frederick deposition. That is fine with me. Is that fine with everyone else as well?

You also mentioned August 30 as a continuation date for Caesars "if Caesars wishes to take another day of depositions". For everyone's planning purposes, including Mr. Frederick's, that comment brings up the following questions:

- How many parties will be deposing Mr. Frederick?
 - Seibel Parties
 - Caesars
 - Anyone else?
- How much time is everyone expecting to require, estimated?

Hoping to get a readout/response from everyone so that I can inform my client as to whether he is needed for one day, 1.5 days, or both days.

Thank you,

-Robert

Robert Atkinson, Esq.

Attorney

📞 Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
☎ Fax: (702) 614-0647

376 E Warm Springs Rd Suite 130
Las Vegas, NV 89119

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From: Steven C. Bennett [<mailto:steve.bennett@szslaw.com>]
Sent: Monday, August 05, 2019 4:53 PM
To: WILT, ALLEN; Magali Mercera; 'ropdyke@rrsc-law.com'; TENNERT, JOHN; Robert Atkinson; 'mconnot@foxrothschild.com'; 'ksutehall@foxrothschild.com'; 'alan.lebensfeld@lsandspc.com'; Daniel Brooks; 'David A. Carroll'; Andrew Rotstein
Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan; BYRD, MARGARET
Subject: RE: Seibel / Desert Palace [FC-Email.FID7746767]

Counsel:

We have reviewed the draft stipulation as to schedule. It is acceptable. We will get you an executed form shortly.

Regarding deposition scheduling:

1. In general, we wish to commence depositions at the earliest available date. Thus, as Mr. Atkinson has indicated that Jeffrey Frederick is available on August 29, we confirm that date for the Frederick deposition. If Caesars wishes to take another day of Mr. Frederick's deposition, it may wish to continue the deposition on August 30, or thereafter.
2. Regarding the Ramsay and Wenlock (GRH designee depositions): we understand that Mr. Ramsay has a limited schedule, and is available only on September 30. We are prepared to share time for that deposition. The Wenlock deposition (as we understand it) is not so constrained. Thus, we suggest that the Wenlock deposition take place on October 1-2 (if Caesars requires additional time for a deposition).
3. Regarding the Seibel deposition: Mr. Seibel can be available immediately after the Ramsay / Wenlock depositions (either in Los Angeles, or in Las Vegas) (October 2-3). He should be available for a two-day deposition, if required. Alternatively, he should be available on September 26-27, in Las Vegas.
4. Regarding the Green deposition: Mr. Green will serve as 30(b)(6) deponent for the various entities. Thus, we understand that multiple days may be required for his deposition. We suggest that those dates be contiguous, and offer, as an initial suggestion, September 4-5, with the option for September 6 if necessary. Mr. Green will be made available for his deposition in Las Vegas.
5. Thank you for your assistance with the Clayton and Dunn depositions. Once you have confirmed dates of availability, we will provide you with appropriate subpoenas for testimony.
6. We await your suggestions as to dates for the remaining deponents. We note that, in addition to those previously listed, our clients wish to conduct the depositions of:
 - A. Juan Carlos Babas (assistant to Gordon Ramsay)
 - B. Stuart Gillies (director for Ramsay group)

C. Justin Mandel (assistant to Gordon Ramsay)

D. Mark Frissora (Caesars executive)

Regards,

Steven C. Bennett

Steven C. Bennett
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1700 Broadway
41st Floor
New York, NY 10019
(646) 412-3234 (direct)
(212) 757-0007 (main)
scb@szslaw.com

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Friday, August 2, 2019 6:25 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; WILT, ALLEN <AWILT@FCLAW.com>; TENNERT, JOHN <jtennert@fclaw.com>; 'Robert@nv-lawfirm.com' <Robert@nv-lawfirm.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'alan.lebensfeld@lsandspc.com' <alan.lebensfeld@lsandspc.com>; Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>

Subject: RE: Seibel / Desert Palace

Counsel –

Attached please find the proposed stipulation regarding the extension of discovery deadlines. Please note that we had not discussed the deadlines for motions in limine or the pre-trial order. Accordingly, we included proposed deadlines for those based on the timelines set for in EDCR. Please advise if you have any changes or comments. Otherwise, if acceptable, please sign and return via email.

With respect to the depositions requested below, we have reached out to our clients to obtain dates for Messrs. Jenkin and Casto and the 30(b)(6) designees for the Capital and Compliance Committees. I will provide available dates shortly. Although Mr. Dunn is no longer employed by Caesars, as previously agreed, we are authorized to accept service on his behalf and have reached out to him to obtain dates for his deposition. He is travelling frequently in August and thus may not be available until September. I will provide his available dates once I receive them. Similarly, Mr. Clayton is not a Caesars employee, but we have reached out to him to obtain his availability for deposition. Please be advised that Mark Ferrario will be representing Mr. Clayton for his deposition and we will need to coordinate availability with him as well. I will provide his available dates once I receive them.

As to Mr. Frederick, Mr. Ramsay, and the GRH designee, Caesars will also be noticing their depositions. Accordingly, please advise whether you are amenable to the parties sharing equal time for these depositions. If you have an alternate proposal regarding the deposition time for the parties, please advise.

We previously requested dates for Rowen Seibel, Craig Green, the 30(b)(6) designees for TPOV and TPOV 16. Please provide dates for their depositions. We also intend to depose 30(b)(6) designees for LLTQ, LLTQ 16, MOTI, MOTI 16, FERG, FERG 16, DNT Acquisition, and OHR. To facilitate scheduling these depositions, we will serve deposition notices

with the pertinent topic areas so that you can designate the witness(es) and provide their availability. This list is not comprehensive and Caesars reserves the right to request/notice additional depositions as discovery proceeds.

Finally, given Mr. Seibel's involvement and the number of parties wishing to take his deposition, we do not believe that one day will be sufficient to complete his deposition. Thus, please advise as to your position to make Mr. Seibel available for multiple days of deposition in Las Vegas. If we cannot come to an agreement, we will need to move the Court promptly. We are available next week for a meet and confer to discuss this issue

Thanks,

M. Magali Mercera

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mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Tuesday, July 30, 2019 12:33 PM

To: Magali Mercera <mmm@pisanellibice.com>; 'ropdyke@rrsc-law.com' <ropdyke@rrsc-law.com>; 'awilt@fclaw.com' <awilt@fclaw.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; 'Robert@nv-lawfirm.com' <Robert@nv-lawfirm.com>; 'mconnot@foxrothschild.com' <mconnot@foxrothschild.com>; 'ksutehall@foxrothschild.com' <ksutehall@foxrothschild.com>; 'alan.lebensfeld@lsandspc.com' <alan.lebensfeld@lsandspc.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>

Cc: Daniel Brooks <dbrooks@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Andrew Rotstein <ar@szslaw.com>

Subject: Seibel / Desert Palace

Counsel:

As I understand it, the Pisanelli firm is drafting a new scheduling order for submission to the Court in the State cases. Assuming that it follows the form of the schedule in the Federal case, we have approximately two months to conduct depositions (for use in both the State and Federal cases).

We have previously requested depositions of:

1. Jeffrey Frederick
2. Gordon Ramsay (scheduled for September 30 in Los Angeles)
3. Gordon Ramsay Holdings (scheduled for October 1 in Los Angeles)
4. Mark Dunn
5. Mark Clayton
6. Tom Jenkin
7. 30(b)(6) Designee for Compliance Committee
8. 30(b)(6) for Capital Committee
9. Richard Casto
10. Trevor James (if located and subject to letters rogatory issues)

We will, at a minimum, pursue these depositions (with the hope that they can be conducted within the two month period). Please advise as to dates of availability of these witnesses.

Regards,

Steven C. Bennett

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(212) 757-0007 (main)
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AACC

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NATHAN Q. RUGG*
BARACK FERRAZZANO KIRSCHBAUM & NAGELBERG LLP
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and FERG 16, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

5 Plaintiff,

6 v.

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

11 Defendants,

12 AND ALL RELATED MATTERS

Case No.: A-17-751759-B
Dept. No.: 11

Consolidated with:
Case No.: A-17-760537-B

FIRST AMENDED LLTQ/FERG
DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT AND
AMENDED COUNTERCLAIMS

This document applies to:
A-17-760537-B

13 Defendants LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, and FERG 16,
14 LLC (collectively, the "LLTQ/FERG Defendants") hereby answer the claims asserted by Plaintiffs in
15 the above-captioned matter as follows:

PRELIMINARY STATEMENT

16 1. The LLTQ/FERG Defendants deny the allegations contained in paragraph 1, except
17 admit that Caesars entered into multiple agreements with entities previously owned by, managed by
18 or affiliated with Rowen Seibel, and that Caesars requested and received "Business Information
19 Forms" from Mr. Seibel in connection with the MOTI and DNT business relationships. The contents
20 of the agreements and "Business Information Forms" speak for themselves, and LLTQ/FERG
21 Defendants respectfully refer to those documents for the full and complete contents thereof.

22 2. The LLTQ/FERG Defendants deny the allegations contained in paragraph 2.

23 3. The LLTQ/FERG Defendants deny the allegations contained in paragraph 3, except
24 admit that on April 18, 2016, Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct
25 and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a
26 class E felony and served one month in prison.

27 4. The LLTQ/FERG Defendants deny the allegations contained in paragraph 4.

28 5. The LLTQ/FERG Defendants deny the allegations contained in paragraph 5, except
admit that Caesars wrongfully purported to terminate the agreements and state that the contents of the

1 certain agreements referenced in paragraph 5 speak for themselves, and respectfully refer to the
2 aforementioned agreements for the full and complete contents thereof.

3 6. The LLTQ/FERG Defendants deny the allegations contained in paragraph 6, except
4 admit that Caesars wrongfully attempted to terminate their agreements, that Caesars cannot continue
5 to operate the restaurants subject to such agreements absent providing compensation to the
6 LLTQ/FERG Defendants, that the LLTQ/FERG Defendants and certain of the Plaintiffs are parties to
7 litigation commenced in the jointly-administered chapter 11 bankruptcy cases of Caesars Palace and
8 CAC in the United States Bankruptcy Court, Northern District of Illinois, Eastern Division, Case No.
9 15-01145 ("Bankruptcy Actions"), and that Caesars commenced the present action by a complaint that
10 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
11 complete contents thereof.

12 7. The LLTQ/FERG Defendants deny the allegations contained in paragraph 7, except
13 admit that certain defendants are seeking monetary relief from Caesars in different courts across the
14 country related to the agreements, and that Caesars commenced the present action by a complaint that
15 speaks for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and
16 complete contents thereof.

17 8. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 8, except admit that Caesars commenced
19 the present action by a complaint that speaks for itself, and LLTQ/FERG Defendants respectfully refer
20 to the complaint for the full and complete contents thereof.

21 **PARTIES, JURISDICTION, AND VENUE**

22 9. The LLTQ/FERG Defendants admit the allegations contained in paragraph 9.

23 10. The LLTQ/FERG Defendants admit the allegations contained in paragraph 10.

24 11. The LLTQ/FERG Defendants admit the allegations contained in paragraph 11.

25 12. The LLTQ/FERG Defendants admit the allegations contained in paragraph 12.

26 13. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 13.

28 14. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 14.

2 15. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 15.

4 16. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 16.

6 17. The LLTQ/FERG Defendants deny the allegations contained in paragraph 17 except
7 the LLTQ/FERG Defendants admit that TPOV Enterprises, LLC is a New York limited liability
8 company, and that the TPOV Agreement was entered into in or about November 2011, the contents
9 of which speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete
10 contents thereof.

11 18. The LLTQ/FERG Defendants deny the allegations contained in paragraph 18 except
12 admit that TPOV Enterprises 16, LLC is a Delaware limited liability company, and that a letter was
13 sent informing Caesars of the assignment.

14 19. The LLTQ/FERG Defendants deny the allegations contained in paragraph 19 except
15 admit the location and corporate status of LLTQ Enterprises, LLC, that the LLTQ Agreement was
16 entered into on or about April 4, 2012, the contents of which speak for themselves, and respectfully
17 refer to the LLTQ Agreement for the full and complete contents thereof.

18 20. The LLTQ/FERG Defendants deny the allegations contained in paragraph 20 except
19 admit that LLTQ Enterprises 16, LLC is a Delaware limited liability company, and that a letter was
20 sent informing Caesars of the assignment.

21 21. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the allegations contained in paragraph 21.

23 22. The LLTQ/FERG Defendants deny the allegations contained in paragraph 22 except
24 admit the location and corporate status of FERG, LLC, that the FERG Agreement was entered into on
25 or about May 16, 2014, the contents of which speak for themselves, and respectfully refer to the FERG
26 Agreement for the full and complete contents thereof.

27 23. The LLTQ/FERG Defendants deny the allegations contained in paragraph 23 except
28 admit that FERG 16, LLC is a Delaware limited liability company, and that a letter was sent informing

1 CAC of the assignment.

2 24. The LLTQ/FERG Defendants admit that Seibel assigned his duties and obligations
3 under the LLTQ Agreement and FERG Agreement to Mr. Frederick, to the extent any duties existed.
4 The LLTQ/FERG Defendants deny knowledge and information sufficient to form a belief as to the
5 truth of the balance of the allegations contained in paragraph 24.

6 25. The LLTQ/FERG Defendants deny the allegations contained in paragraph 25.

7 **STATEMENT OF FACTS**

8 26. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the allegations contained in paragraph 26.

10 27. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of whether, “In reliance on those representations (among other things), Caesars
12 Palace and MOTI entered into the MOTI Agreement.” The LLTQ/FERG Defendants deny the balance
13 of the allegations contained in paragraph 27 except admit that to the extent that a “Business
14 Information Form” is referenced in paragraph 27, the contents of said “Business Information Form”
15 speak for themselves, and respectfully refer to the “Business Information Form” for the full and
16 complete contents thereof.

17 28. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 28.

19 29. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 29.

21 30. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 30.

23 31. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
24 belief as to the truth of the allegations contained in paragraph 31 except admit that to the extent a
25 “Business Information Form” is referenced in paragraph 31, the contents of said “Business
26 Information Form” speak for themselves, and respectfully refer to the “Business Information Form”
27 for the full and complete contents thereof.

28 32. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 32.

2 33. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 33.

4 34. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 34.

6 35. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 35.

8 36. The LLTQ/FERG Defendants deny the allegations contained in paragraph 36, except
9 admit that Caesars entered into multiple agreements with entities previously owned by, managed by
10 or affiliated with Rowen Seibel, the contents of which speak for themselves, and respectfully refer to
11 the aforementioned agreements for the full and complete contents thereof.

12 37. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 37.

14 38. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 38 except admit that the contents of said
16 “Business Information Form” speak for themselves, and respectfully refer to the “Business
17 Information Form” for the full and complete contents thereof.

18 39. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 39.

20 40. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 40.

22 41. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 41.

24 42. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 42.

26 43. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 43.

28 44. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 44.

2 45. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 45.

4 46. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 46.

6 47. The LLTQ/FERG Defendants deny the allegations contained in paragraph 47 except
7 admit that the TPOV Agreement was entered into in or about November 2011 in connection with a
8 restaurant in the Paris casino known as “Gordon Ramsay Steak”, the contents of which speak for
9 themselves, and respectfully refer to the TPOV Agreement for the full and complete contents thereof.

10 48. The LLTQ/FERG Defendants deny the allegations contained in paragraph 48 except
11 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
12 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
13 thereof.

14 49. The LLTQ/FERG Defendants deny the allegations contained in paragraph 49 except
15 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
16 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
17 thereof.

18 50. The LLTQ/FERG Defendants deny the allegations contained in paragraph 50 except
19 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
20 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
21 thereof.

22 51. The LLTQ/FERG Defendants deny the allegations contained in paragraph 51 except
23 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
24 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
25 thereof.

26 52. The LLTQ/FERG Defendants deny the allegations contained in paragraph 52 except
27 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
28 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents

1 thereof.

2 53. The LLTQ/FERG Defendants deny the allegations contained in paragraph 53 except
3 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
4 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
5 thereof.

6 54. The LLTQ/FERG Defendants deny the allegations contained in paragraph 54 except
7 admit that the TPOV Agreement was entered into in or about November 2011, the contents of which
8 speak for themselves, and respectfully refer to the TPOV Agreement for the full and complete contents
9 thereof.

10 55. The LLTQ/FERG Defendants deny the allegations contained in paragraph 55.

11 56. The LLTQ/FERG Defendants deny the allegations contained in paragraph 56.

12 57. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 57 except admit that the LLTQ
14 Agreement was entered into on or about April 4, 2012 in connection with a restaurant in the Caesars
15 Palace casino known as the Gordon Ramsay Pub, the contents of which speak for themselves, and
16 respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

17 58. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 58 except admit that the LLTQ
19 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
20 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

21 59. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 59 except admit that the LLTQ
23 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
24 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

25 60. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
26 belief as to the truth of the allegations contained in paragraph 60 except admit that the LLTQ
27 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
28 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

1 61. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
2 belief as to the truth of the allegations contained in paragraph 61 except admit that the LLTQ
3 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
4 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

5 62. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 62 except admit that the LLTQ
7 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
8 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

9 63. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 63 except admit that the LLTQ
11 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
12 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

13 64. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
14 belief as to the truth of the allegations contained in paragraph 64 except admit that the LLTQ
15 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
16 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

17 65. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
18 belief as to the truth of the allegations contained in paragraph 65 except admit that the LLTQ
19 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
20 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

21 66. The LLTQ/FERG Defendants deny the allegations contained in paragraph 66.

22 67. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 67 except admit that the LLTQ
24 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
25 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof.

26 68. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 68, except admit that the LLTQ
28 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,

1 and respectfully refer to the LLTQ Agreement for the full and complete contents thereof, and admit
2 the allegations contained in the first sentence of paragraph 68 and that the LLTQ/FERG Defendants
3 assert that Section 13.22 is enforceable.

4 69. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 69.

6 70. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
7 belief as to the truth of the allegations contained in paragraph 70.

8 71. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 71.

10 72. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 72.

12 73. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 73.

14 74. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 74.

16 75. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 75.

18 76. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 76.

20 77. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 77.

22 78. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 78.

24 79. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 79 except admit that the FERG
26 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
27 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

28 80. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 80 except admit that the FERG
2 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
3 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

4 81. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 81 except admit that the FERG
6 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
7 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

8 82. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 82 except admit that the FERG
10 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
11 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

12 83. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 83 except admit that the FERG
14 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
15 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

16 84. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 84 except admit that the FERG
18 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
19 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

20 85. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG
22 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
23 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

24 86. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 86 except admit that the FERG
26 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
27 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

28 87. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 87 except admit that the FERG
2 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
3 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

4 88. The LLTQ/FERG Defendants deny the allegations contained in paragraph 88.

5 89. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 89 except admit that the FERG
7 Agreement was entered into on or about May 16, 2014, the contents of which speak for themselves,
8 and respectfully refer to the FERG Agreement for the full and complete contents thereof.

9 90. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 90, except admit that the FERG
11 Agreement was entered into on or about May 16, 2015, the contents of which speak for themselves,
12 and respectfully refer to the FERG Agreement for the full and complete contents thereof, and admit
13 the allegations contained in the first sentence of paragraph 90 and that the LLTQ/FERG Defendants
14 assert that Section 4.1 is enforceable.

15 91. The LLTQ/FERG Defendants deny the allegations contained in paragraph 91.

16 92. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 92.

18 93. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 93.

20 94. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 94.

22 95. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 95.

24 96. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
25 belief as to the truth of the allegations contained in paragraph 96.

26 97. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
27 belief as to the truth of the allegations contained in paragraph 97.

28 98. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a

1 belief as to the truth of the allegations contained in paragraph 98.

2 99. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
3 belief as to the truth of the allegations contained in paragraph 99.

4 100. The LLTQ/FERG Defendants aver that paragraph 100 contains conclusions of law to
5 which no responsive pleading is required. To the extent a response is required, the LLTQ/FERG
6 Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations
7 contained in paragraph 100.

8 101. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
9 belief as to the truth of the allegations contained in paragraph 101.

10 102. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
11 belief as to the truth of the allegations contained in paragraph 102.

12 103. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
13 belief as to the truth of the allegations contained in paragraph 103.

14 104. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
15 belief as to the truth of the allegations contained in paragraph 104.

16 105. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
17 belief as to the truth of the allegations contained in paragraph 105.

18 106. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 106 except admit that on April 18, 2016,
20 Rowen Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due
21 administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony.

22 107. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 107 except admit that on August 19,
24 2016, the Southern District of New York sentenced Rowen Seibel to serve one month in prison, six
25 months in home detention, and 300 hours of community service.

26 108. The LLTQ/FERG Defendants deny the allegations contained in paragraph 108 except
27 admit that the letter referenced in paragraph 108 was sent on or about April 8, 2016, the contents of
28 which speak for themselves, and respectfully refers to the aforementioned letter for the full and

1 complete contents thereof.

2 109. The LLTQ/FERG Defendants deny the allegations contained in paragraph 109, except
3 admit that Caesars wrongfully purported to terminate all of its agreements with entities that were
4 associated or had been associated with Rowen Seibel.

5 110. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
6 belief as to the truth of the allegations contained in paragraph 110.

7 111. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
8 belief as to the truth of the allegations contained in paragraph 111.

9 112. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
10 belief as to the truth of the allegations contained in paragraph 112.

11 113. The LLTQ/FERG Defendants deny the allegations contained in paragraph 113 except
12 admit that the aforementioned letter from Caesars Palace to TPOV was dated September 2, 2016, the
13 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
14 and complete contents thereof.

15 114. The LLTQ/FERG Defendants deny the allegations contained in paragraph 114 except
16 admit that the aforementioned letter from Caesars Palace to LLTQ was dated September 2, 2016, the
17 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
18 and complete contents thereof.

19 115. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
20 belief as to the truth of the allegations contained in paragraph 115.

21 116. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
22 belief as to the truth of the allegations contained in paragraph 116.

23 117. The LLTQ/FERG Defendants deny the allegations contained in paragraph 117 except
24 admit that the aforementioned letter from Caesars Palace to FERG was dated September 2, 2016, the
25 contents of which speak for themselves, and respectfully refer to the aforementioned letter for the full
26 and complete contents thereof.

27 118. The LLTQ/FERG Defendants deny the allegations contained in paragraph 118 except
28 admit certain referenced letters were sent to Caesars, which speak for themselves, and respectfully

1 refer to the aforementioned letters for the full and complete contents thereof.

2 119. The LLTQ/FERG Defendants deny the allegations contained in paragraph 119 except
3 admit that the aforementioned letter from Caesars Palace was dated September 12, 2016, the contents
4 of which speak for themselves, and respectfully refer to the aforementioned letter for the full and
5 complete contents thereof.

6 120. The LLTQ/FERG Defendants admit the allegations contained in paragraph 120.

7 121. The LLTQ/FERG Defendants deny the allegations contained in paragraph 121 except
8 admit that Caesars Palace filed the motion to reject and that LLTQ and FERG objected to the motion.

9 122. The LLTQ/FERG Defendants deny the allegations contained in paragraph 122 except
10 admit that LLTQ and FERG filed the administrative expense request and that Caesars Palace and CAC
11 objected to the request.

12 123. The LLTQ/FERG Defendants deny the allegations contained in paragraph 123 except
13 admit that MOTI filed the administrative expense request and that Caesars Palace objected to the
14 request.

15 124. The LLTQ/FERG Defendants admit the allegations contained in paragraph 124 except
16 deny the defenses and contentions made by Caesars Palace and CAC.

17 125. The LLTQ/FERG Defendants deny the allegations contained in paragraph 125.

18 126. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
19 belief as to the truth of the allegations contained in paragraph 126.

20 127. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
21 belief as to the truth of the allegations contained in paragraph 127.

22 128. The LLTQ/FERG Defendants deny knowledge and information sufficient to form a
23 belief as to the truth of the allegations contained in paragraph 128.

24 129. The LLTQ/FERG Defendants deny the allegations contained in paragraph 129 except
25 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
26 Action speak for themselves and respectfully refer to the aforementioned docket for the full and
27 complete contents thereof.

28 130. The LLTQ/FERG Defendants deny the allegations contained in paragraph 130 except

1 admit that the referenced documents filed in the TPOV Federal Action and the court docket for that
2 Action speak for themselves and respectfully refer to the aforementioned docket for the full and
3 complete contents thereof.

4 **COUNT I**

5 131. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
6 LLTQ/FERG Defendants' responses in paragraphs 1-130 above as if fully set forth herein.

7 132. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

8 133. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
9 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
10 parties.

11 134. The LLTQ/FERG Defendants deny the allegations contained in paragraph 134, except
12 admit that Caesars seeks declaratory relief in the present action.

13 135. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 135, except
14 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks
15 for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete
16 contents thereof.

17 **COUNT II**

18 136. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
19 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

20 137. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

21 138. The LLTQ/FERG Defendants admit that the parties dispute whether Caesar properly
22 terminated the agreements, but deny there is a justiciable controversy ripe for adjudication among the
23 parties.

24 139. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 139.

25 140. The LLTQ/FERG Defendants deny the allegations contained in paragraph 140, except
26 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to
27 those documents for the full and complete contents thereof.

28 141. The LLTQ/FERG Defendants deny the allegations contained in paragraph 141, except

1 admit that the agreements speak for themselves, and LLTQ/FERG Defendants respectfully refer to
2 those documents for the full and complete contents thereof.

3 142. The LLTQ/FERG Defendants deny the allegations contained in paragraph 142.

4 143. The LLTQ/FERG Defendants deny the allegations contained in paragraph 143.

5 144. The LLTQ/FERG Defendants deny the allegations contained in paragraph 144.

6 145. The LLTQ/FERG Defendants deny the allegations contained in paragraph 145, except
7 admit that Caesars seeks declaratory relief in the present action.

8 146. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 146, except
9 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks
10 for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete
11 contents thereof.

12
13 **COUNT III**

14 147. The LLTQ/FERG Defendants hereby repeat and reallege each and every one of the
15 LLTQ/FERG Defendants' responses to the above paragraphs as if fully set forth herein.

16 148. The LLTQ/FERG Defendants state that the referenced statute speaks for itself.

17 149. The LLTQ/FERG Defendants admit that the parties dispute whether the referenced
18 sections of the agreements are enforceable, but deny there is a justiciable controversy ripe for
19 adjudication among the parties.

20 150. The LLTQ/FERG Defendants deny the allegations contained in paragraph 150.

21 151. The LLTQ/FERG Defendants deny the allegations contained in paragraph 151.

22 152. The LLTQ/FERG Defendants deny the allegations contained in paragraph 152.

23 153. The LLTQ/FERG Defendants deny the allegations contained in paragraph 153.

24 154. The LLTQ/FERG Defendants deny the allegations contained in paragraph 154.

25 155. The LLTQ/FERG Defendants deny the allegations contained in paragraph 155, except
26 admit that Caesars seeks declaratory relief in the present action.

27 156. The LLTQ/FERG Defendants deny the allegations set forth in paragraph 156, except
28 admit that the complaint filed in the present action seeks certain relief, that the complaint that speaks

1 for itself, and LLTQ/FERG Defendants respectfully refer to the complaint for the full and complete
2 contents thereof.

3 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

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

5 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

6 158. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses
7 their allegations and claims in the contested matters between the LLTQ/FERG Defendants, Caesars
8 Palace and CAC filed in the Bankruptcy Actions and all related matters and proceedings.

9 **AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

10 159. The LLTQ/FERG Defendants expressly incorporate herein as affirmative defenses
11 their arguments in their motion to dismiss this action.

12
13 **AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

14 160. Plaintiff's claims warrant dismissal under the first-to-file rule and due to forum
15 shopping.

16 **AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

17 161. Plaintiffs consented to and ratified the assignments from FERG to FERG 16, from
18 LLTQ Enterprises to LLTQ Enterprises 16, and from Seibel to Frederick.

19 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

20 162. Plaintiffs are precluded from obtaining the relief they seek because, based on
21 information and belief, they do or have done business with persons who have criminal records or are
22 actually or potentially unsuitable.

23 **AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

24 163. Plaintiffs are precluded from obtaining the relief they seek because they owe money to
25 LLTQ/FERG Defendants.

26 **AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

27 164. Plaintiffs are precluded under the applicable contracts from continuing to operate the
28 subject restaurants, use the licensed materials, and do business with Ramsay related to the subject

1 restaurants and similar ventures.

2 **AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

3 165. Plaintiffs breached the applicable contracts with LLTQ/FERG Defendants and
4 therefore are precluded from pursuing their claims.

5 **AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

6 166. Plaintiffs' claims are barred by the statute of limitations or statute of repose.

7 **AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

8 167. Plaintiffs' claims are barred, in whole or in part, by the doctrines of acquiescence,
9 estoppel, laches, ratification, unclean hands, unjust enrichment, or waiver, as well as all other
10 applicable equitable doctrines.

11 **AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

12 168. Plaintiffs' claims are barred, in whole or in part, by their own conduct, including but
13 not limited to their failure to mitigate their damages.

14 **AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

15 169. The alleged unsuitability of Seibel is immaterial and irrelevant because, inter alia, he
16 assigned his interests, if any, in LLTQ/FERG Defendants or the contracts.

17 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

18 170. This Court lacks jurisdiction over the allegations, claims, and theories alleged by
19 Plaintiffs that already are pending in the Bankruptcy Actions and all related matters and proceedings.

20 **AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

21 171. All possible affirmative defenses may not have been alleged herein insofar as sufficient
22 facts were not available after reasonable inquiry upon the filing of LLTQ/FERG Defendants' answer.
23 Therefore, Defendants reserve the right to amend their answer to allege additional affirmative defenses
24 if subsequent investigation so warrants. Defendants reserve the right to (a) rely upon such other
25 affirmative defenses as may be supported by the facts to be determined through full and complete
26 discovery, and (b) voluntarily withdraw any affirmative defense.

27 **AMENDED CCOUNTERCLAIMS**
28

1 NOW COMES LLTQ ENTERPRISES, LLC (“LLTQ”), LLTQ ENTERPRISES 16, LLC
2 (“LLTQ 16”), FERG, LLC (“FERG”) and FERG 16, LLC (“FERG 16”), by and through their
3 undersigned counsel, and for their Counterclaims against Desert Palace, Inc. (“Caesars”) and
4 Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”), allege as follows:

5 **PARTIES**

- 6 1. LLTQ is a Delaware limited liability company.
7 2. FERG is a Delaware limited liability company and an affiliate of LLTQ.
8 3. LLTQ 16 is a Delaware limited liability company and successor in interest to LLTQ.
9 4. FERG 16 is a Delaware limited liability company and successor in interest to FERG.
10 5. Caesars is a Nevada corporation and has a principal place of business of 3570 Las Vegas
11 Boulevard South, Las Vegas, Nevada, which is a resort hotel casino known as “Caesars Palace.”
12 6. CAC is a Delaware limited liability company, an affiliate of Caesars, and has a principal
13 place of business of 2100 Pacific Avenue, Atlantic City, New Jersey.

14 **GENERAL ALLEGATIONS**

15 **The LLTQ Agreement and Restrictions**

- 16 7. LLTQ and Caesars entered into that certain Development and Operation Agreement with
17 an effective date of April 12, 2012 (the “LLTQ Agreement”).
18 8. In connection with entering into the LLTQ Agreement, Caesars did not require LLTQ
19 nor its Associated Persons (as that term is defined in the LLTQ Agreement to provide information
20 concerning LLTQ’s “suitability” or complete a business information form.
21 9. Contemporaneously with entering into the LLTQ Agreement, Caesars entered into that
22 certain Development, Operation and License Agreement (the “Ramsay LV Agreement”) with Gordon
23 Ramsay and his affiliate business, Gordon Ramsay Holdings Limited (collectively, “Ramsay”).
24 10. The LLTQ Agreement and the Ramsay LV Agreement were negotiated
25 contemporaneously with among the parties. Mr. Rowen Seibel on behalf of LLTQ assisted in the
26 negotiations of the Ramsay LV Agreement.
27 11. Representatives of Caesars, LLTQ and Ramsay engaged in multiple meetings to
28 negotiate the terms of the design, development, construction, and operation of and the sharing of profits

1 from that certain “**Gordon Ramsay Pub**” (defined as the “Restaurant” in the LLTQ Agreement) located
2 at the “Restaurant Premises” (as defined in the LLTQ Agreement) in a property owned and operated by
3 Caesars in Las Vegas, Nevada.

4 12. Both Caesars and LLTQ contributed an amount not less than \$1,000,000 of the costs
5 required to develop the Gordon Ramsay Pub.

6 13. The LLTQ Agreement and the Ramsay LV Agreement are integrated and, together,
7 establish a single transaction and agreement among LLTQ, Caesars and Ramsay to design, develop,
8 construct, and operate the Gordon Ramsay Pub and share the profits therefrom.

9 14. Both the LLTQ Agreement and the Ramsay LV Agreement were (a) executed and
10 effective as of the same day, (b) concern the same subject matter, and (c) refer to each other. Caesars is
11 a party to both contracts, which contain the same choice of law, dispute resolution, and other provisions.

12 15. For the consideration received under the LLTQ Agreement, including a \$1,000,000
13 development contribution provided by LLTQ, Caesars agreed that it and its affiliates would not pursue
14 a venture similar to, among other ventures, the Gordon Ramsay Pub without entering into an agreement
15 with LLTQ (or its affiliates) similar to the LLTQ Agreement.

16 16. Specifically, Section 13.22 of the LLTQ Agreement provides:
17 If Caesars elects under this Agreement to pursue any venture similar to
18 (i) the Restaurant (i.e., any venture generally in the nature of a pub, bar,
19 café or tavern) or (ii) the “Restaurant” as defined in the development
20 and operation agreement entered into December 5, 2011 between
21 TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
22 Paris Las Vegas Operating Company, LLC, on the other hand (i.e., any
23 venture generally in the nature of a steak restaurant, fine dining
24 steakhouse or chop house) [each a “**Restricted Restaurant Venture**,”
25 and, collectively, the “**Restricted Restaurant Ventures**”], Caesars
26 and LLTQ shall, or shall cause an Affiliate to, execute a development
27 and operation agreement on the same terms and conditions as this
28 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).

17 17. Section 13.22 of the LLTQ Agreement survives both expiration and termination of the
28 LLTQ Agreement.

1 18. Section 10.2 of the LLTQ Agreements provides Caesars the right to terminate for
2 unsuitability. Section 4.2.5 indicates Caesars can terminate the contract based on suitability per section
3 10.2. Section 4.3.2. states that after termination Caesars maintains its rights in the Restaurant Premises,
4 the furniture and equipment and its marks, and that Caesars can only operate “a restaurant in the
5 Restaurant Premises.”

6 19. Section 4.3.1 of the LLTQ Agreement expressly provides:

7 The provisions of this Section 4.3 and Section 2.3(b), the last sentence of
8 Section 11.2.2 and Articles 12 and 13 (other than Section 13.16) shall survive
9 any termination or expiration of this Agreement.

10 20. Since its opening, the Gordon Ramsay Pub has been one of the most profitable restaurants
11 for Caesars at its Las Vegas location.

12 **The First Restricted Restaurant Venture**

13 21. Due in part to the restrictions contained in Section 13.22 of the LLTQ Agreement and a
14 developing falling out between Rowen Seibel, the former principal of LLTQ, and Ramsay, in December
15 2013, Caesars made clear to representatives of both LLTQ and Ramsay that both LLTQ and Ramsay
16 were required for Caesars (or its affiliate) to proceed with a restaurant similar to the Gordon Ramsay
17 Pub to be located at a property owned and operated by CAC, in Atlantic City, New Jersey.

18 22. In an email to representatives for both LLTQ and Ramsay, Jeffrey Frederick (Caesars’
19 then Regional Vice President Food & Beverage and one of its representatives heavily involved in the
20 negotiations of the LLTQ Agreement and the Ramsay LV Agreement), stated that “we [Caesars] are not
21 able to proceed” with a Ramsay Pub without both Mr. Seibel and Gordon Ramsay “agreeing to do so.”

22 23. Mr. Frederick’s email goes on to state: “I want to be clear. I’ve confirmed with Tom
23 [Jenkin – Global President of Caesars Entertainment Operating Company, Inc.] and our [Caesars’] legal
24 counsel we are not able to proceed with GR Steak or GR P&G [Gordon Ramsay Pub and Grill] without
25 both you and Rowen agreeing to do so, nor a concept similar in the Steakhouse, Chophouse, Bar & Grill,
26 Pub or Tavern Categories.”

27 24. Representatives of Caesars, FERG, and Ramsay engaged in multiple meetings to
28 negotiate the terms of the design, development, construction, and operation of and the sharing of profits

1 of a restaurant similar to the Gordon Ramsay Pub to be located at a property owned and operated by
2 CAC, in Atlantic City, New Jersey.

3 25. FERG and CAC entered into that certain Consulting Agreement concerning the Atlantic
4 City venture with an effective date of May 16, 2014 (the “**FERG Agreement**”).

5 26. Contemporaneously with entering into the FERG Agreement, CAC entered into that
6 certain Development, Operation and License Agreement concerning the Atlantic City venture (the
7 “**Ramsay AC Agreement**”) with Ramsay.

8 27. The FERG Agreement and the Ramsay AC Agreement were negotiated
9 contemporaneously with one another between the parties.

10 28. The FERG Agreement and the Ramsay AC Agreement are integrated and, together,
11 establish a single transaction and agreement among FERG, CAC and Gordon Ramsay to design,
12 develop, construct, and operate the “**Gordon Ramsay Pub and Grill**” (defined as the “Restaurant” in
13 the FERG Agreement) located at the “Restaurant Premises” (as defined in the FERG Agreement) in
14 CAC’s location in Atlantic City.

15 29. Both the FERG Agreement and the Ramsay AC Agreement were (a) executed and
16 effective as of the same day, (b) concern the same subject matter, and (c) the FERG Agreement
17 references the Ramsay AC Agreement in numerous provisions. CAC is a party to both contracts, which
18 contain the same choice of law, dispute resolution, and other provisions.

19 30. Section 4.1 of the FERG Agreement states: “In the event a new agreement is executed
20 between CAC and/or its Affiliate and Gordon Ramsay and/or his Affiliate relative to the [Gordon
21 Ramsay Pub and Grill] or the [Gordon Ramsay Pub and Grill] Premises, this Agreement shall be in
22 effect an binding on the parties during the term thereof.”

23 31. Section 4.2(a) and (b) of the FERG Agreement provide certain termination rights of the
24 FERG Agreement only “if CAC simultaneously terminates the [Ramsay AC Agreement] and no
25 different or amended agreement is entered into with Gordon Ramsay and/or his Affiliate(s) relative to
26 the” Gordon Ramsay Pub and Grill or its premises.

27 32. Section 4.2(c) of the FERG Agreement provides that the FERG Agreement may be
28 terminated upon no less than ninety (90) days written notice “if the [Ramsay AC Agreement] is

1 terminated and no different or amended agreement is entered into with Gordon Ramsay and/or his
2 Affiliate(s) relative to the” Gordon Ramsay Pub and Grill or its premises.

3 33. Section 11.2 of the FERG Agreements provides CAC the right to terminate for
4 unsuitability. Section 4.2(e) indicates CAC can terminate the contract based on suitability per section
5 11.2. Section 4.3(b) states that after termination CAC maintains its rights in the Restaurant Premises,
6 the furniture and equipment and its marks, and that CAC can only operate “a restaurant in the Restaurant
7 Premises.”

8 34. Since its opening, the Gordon Ramsay Pub and Grill has been one of the most profitable
9 restaurants for CAC at its Atlantic City location.

10 **The Bankruptcy Matters**

11 35. On January 15, 2015 (the “**Petition Date**”), Caesars, CAC and several of their affiliated
12 entities (collectively, the “**Debtors**”) each filed voluntary petitions under Chapter 11 of the Bankruptcy
13 Code, thereby commencing the Chapter 11 Cases.

14 36. On June 8, 2015, the Debtors filed that certain *Fourth Omnibus Motion for the Entry of*
15 *an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11,*
16 *2015* [Docket No. 1755] (the “**Rejection Motion**”). In the Rejection Motion the Debtors seek to reject
17 the LLTQ Agreement and the FERG Agreement pursuant to section 365 of the Bankruptcy Code.

18 37. LLTQ and FERG objected to the relief sought in the Rejection Motion asserting, among
19 other things, that Section 13.22 of the LLTQ Agreement is an enforceable restrictive covenant.

20 38. The Rejection Motion is contested and remains pending.

21 39. On November 4, 2015, LLTQ and FERG filed that certain *Request for Payment of*
22 *Administrative Expense* [Docket No. 2531] (the “**Admin Request**”) seeking payments to which LLTQ
23 and FERG claim they are owed under the LLTQ Agreement and FERG Agreement (collectively, the
24 “**Pub Agreements**”) as a result of the Debtors’ continued operations of the Gordon Ramsay Pub in Las
25 Vegas and the Gordon Ramsay Pub and Grill in Atlantic City (collectively, the “**Ramsay Pubs**”).

26 40. The Debtors objected to the relief sought in the Admin Request asserting, among other
27 things, that the Pub Agreements may not be valid, enforceable agreements and, instead, may be void,
28 voidable or void *ab initio*.

1 41. The Admin Request is contested and remains pending.

2 42. On January 14, 2016, the Debtors filed that certain *Motion for the Entry of an Order*
3 *Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New*
4 *Restaurant Agreements* [Docket No. 3000] (the “**Ramsay Rejection Motion**”). In the Ramsay Rejection
5 Motion the Debtors seek to reject the Ramsay LV Agreement and the Ramsay AC Agreement (the
6 “**Original Ramsay Agreements**”) and simultaneously enter into new agreements with Ramsay to
7 continue operating the Ramsay Pubs (the “**New Ramsay Agreements**”). The Debtors only seek
8 rejection of Original Ramsay Agreements if the Illinois Bankruptcy Court approves the Debtors’ entry
9 into the New Ramsay Agreements.

10 43. LLTQ and FERG objected to the relief sought in the Ramsay Rejection Motion asserting,
11 among other things, that Section 13.22 of the LLTQ Agreement and Sections 4.1 and 4.2 of the FERG
12 Agreement are enforceable restrictive covenants.

13 44. The Ramsay Rejection Motion is contested and remains pending.

14 45. On October 5, 2016, the Debtors filed their Sixteenth Amended Plan of Reorganization.

15 46. On January 17, 2017, the Bankruptcy Court entered an order confirming the Plan.

16 47. On October 6, 2017 (the “**Plan Effective Date**”), the Effective Date of the Plan occurred,
17 and the Plan was consummated.

18 **Purported Termination of the LLTQ Agreement and FERG Agreement**

19 48. On February 29, 2016, the United States government filed a Notice of Intent to File an
20 Information against Rowen Seibel. A Notice of Intent to File an Information is not a charging instrument.

21 49. On April 8, 2016, the Debtors were notified via letters (the “**Assignment Letters**”) that,
22 among other things, effective as of April 13, 2016: (i) the membership interests in LLTQ and FERG,
23 previously owned, directly or indirectly, by Mr. Seibel were being transferred to The Seibel Family 2016
24 Trust (the “**Trust**”); and (ii) the LLTQ Agreement and the FERG Agreement were being assigned to
25 new entities (LLTQ 16 and FERG 16) in which Mr. Seibel was not a manager and did not hold any
26 membership interests, directly or indirectly.

27 50. Effective as of April 13, 2016, Mr. Seibel divested himself of any direct or indirect
28 membership interests in LLTQ and in FERG.

1 51. Effective as of April 13, 2016, LLTQ assigned the LLTQ Agreement to LLTQ 16, an
2 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

3 52. Effective as of April 13, 2016, FERG assigned the FERG Agreement to FERG 16, an
4 entity in which Mr. Seibel never directly or indirectly held any ownership or management interest.

5 53. Five days after Mr. Seibel divested himself of any interests relating to the Ramsay Pubs,
6 on April 18, 2016, the United States Attorney's Office filed an information as to Mr. Seibel in case no.
7 16-CR-00279, in the U.S. District Court South District of New York (the "**Seibel Case**").

8 54. Also on April 18, 2016, Mr. Seibel entered a guilty plea for violation of Title 26, United
9 States Code, Section 7212(a) (the "**Seibel Plea**").

10 55. On May 16, 2016, an order was entered in the Seibel Case accepting the Seibel Plea.

11 56. On August 19, 2016, Mr. Seibel was sentenced and a judgment was entered against him
12 in the Seibel Case.

13 57. On September 2, 2016, Caesars and CAC issued notices of termination of the LLTQ
14 Agreement and the FERG Agreement "effective immediately" (the "**Termination**"). The asserted basis
15 for the Termination provided was allegations that Mr. Seibel fraudulently induced the Debtors into
16 entering into and breached the Pub Agreements by failing to disclose certain material facts alleged in
17 the Information or otherwise relating to the Seibel Case.

18 58. The Debtors were informed that Mr. Seibel had no relationship with the Trust, but if the
19 assignees could be found to jeopardize the Debtors' gaming licenses, LLTQ, FERG (or their successors
20 and assigns) would work with the Debtors to agree upon different assignees that would not jeopardize
21 any gaming licenses.

22 59. The Debtors were informed that the Trust expressly provides protections to avoid any
23 possible issues concerning "unsuitable" persons.

24 60. Notwithstanding the purported Termination, both Ramsay Pubs remain open and, upon
25 information and belief, profitable.

26 **New Restricted Restaurant Ventures**

27 61. In October 2014, Flamingo Las Vegas Operating Company, LLC ("**Flamingo**") entered
28 into an agreement (the "**Fish & Chips Agreement**") with Gordon Ramsay Holdings Limited and

1 Gordon Ramsay for the development and operation of a restaurant (“**Fish & Chips**”) to be located in
2 Las Vegas at certain premises located at the retail center known as The Linq (the “**Linq**”). Flamingo is
3 an affiliate of Caesars.

4 62. At no time prior to entering into the Fish & Chips Agreement did Caesars or any of its
5 affiliates inform LLTQ or any of its affiliates of the Debtors’ pursuit of Fish & Chips.

6 63. On or about October 7, 2016, Fish & Chips opened at the Linq. At no time, whether prior
7 to opening Fish & Chips or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
8 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with Fish & Chips.

9 64. Caesars has not caused Flamingo to enter into any agreement with LLTQ, LLTQ 16 or
10 an affiliate of LLTQ or LLTQ 16 in connection with Fish & Chips.

11 65. Fish & Chips is a Restricted Restaurant Venture.

12 66. Horseshoe Baltimore Casino is an affiliate of Caesars.

13 67. Horseshoe Baltimore Casino, Gordon Ramsay Holdings Limited and Gordon Ramsay
14 entered into a license agreement for a Gordon Ramsay Steak restaurant to be located in Baltimore,
15 Maryland (“**GR Steak Baltimore**”).

16 68. GR Steak Baltimore is a venture similar to the Gordon Ramsay Steak restaurant at the
17 Paris hotel in Las Vegas and which is the subject of the development and operation agreement entered
18 into December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and
19 Paris Las Vegas Operating Company, LLC, on the other hand.

20 69. Caesars has not caused Horseshoe Baltimore Casino to enter into any agreement with
21 LLTQ, LLTQ 16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak Baltimore.

22 70. GR Steak Baltimore is a Restricted Restaurant Venture.

23 71. Upon and information and belief, Ramsay intends to open additional restaurants in the
24 United States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one of
25 its affiliates; and (b) qualifies as a Restricted Restaurant Venture.

26 72. On September 26, 2017, LLTQ, among others, sent a letter to Caesars requesting Caesars
27 comply with Section 13.22 of the LLTQ Agreement and provide a proposed development and operation
28

1 agreement in connection with GR Steak Baltimore along with any proposed changes from the LLTQ
2 Agreement.

3 73. In November 2017, GR Steak Baltimore opened. At no time, whether prior to opening
4 GR Steak Baltimore or anytime thereafter, did Caesars or any of its affiliates seek to enter into an
5 agreement with LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak
6 Baltimore.

7 74. On information and belief, on or about June 16, 2017, Harrah's Atlantic City Operating
8 Co., LLC ("Harrah's AC"), an affiliate of Caesars, entered into a license agreement with Gordon
9 Ramsay Holdings Limited and Gordon Ramsay for a Gordon Ramsay Steak restaurant to be located in
10 Atlantic City, New Jersey ("GR Steak AC").

11 75. GR Steak AC is a venture similar to the Gordon Ramsay Steak restaurant at the Paris
12 hotel in Las Vegas and which is the subject of the development and operation agreement entered into
13 December 5, 2011 between TPOV Enterprises, LLC (an affiliate of LLTQ), on the one hand, and Paris
14 Las Vegas Operating Company, LLC, on the other hand.

15 76. Caesars has not caused Harrah's AC to enter into any agreement with LLTQ, LLTQ 16
16 or an affiliate of LLTQ or LLTQ 16 in connection with GR Steak AC.

17 77. GR Steak AC is a Restricted Restaurant Venture.

18 78. Upon information and belief, Ramsay intends to open additional restaurants in the United
19 States and one or more of such restaurant ventures is: (a) between Ramsay and Caesars or one of its
20 affiliates; and (b) qualifies as a Restricted Restaurant Venture.

21 73-79. In or about May 2018, GR Steak AC opened. At no time, whether prior to opening GR
22 Steak AC or anytime thereafter, did Caesars or any of its affiliates seek to enter into an agreement with
23 LLTQ, LLTQ 16 or any of their respective affiliates in connection with GR Steak AC.

24 **COUNT I – Breach of the LLTQ Agreement**
(against Caesars)

25 74-80. All preceding paragraphs are incorporated herein.

26 75-81. The object of the LLTQ Agreement is the development, construction, and operation of
27 the Gordon Ramsay Pub.
28

1 ~~76.82.~~ The Gordon Ramsay Pub was developed and constructed, and Caesars has continued to
2 operate the Gordon Ramsay Pub since it opened in December 2012.

3 ~~77.83.~~ The Gordon Ramsay Pub continues to generate revenues and is profitable.

4 ~~78.84.~~ Caesars continues to operate the Gordon Ramsay Pub in the same manner and fashion as
5 Caesars operated the Gordon Ramsay Pub since its opening.

6 ~~79.85.~~ Caesars intends to continue operating the Gordon Ramsay Pub.

7 ~~80.86.~~ Caesars has not been fined or sanctioned in any manner by any gaming authorities in
8 connection with its continued operations of the Gordon Ramsay Pub.

9 ~~87.~~ Caesars has not compensated LLTQ, LLTQ 16 or any of their respective affiliates as
10 required pursuant to the LLTQ Agreement despite Caesars' continued operation of the Gordon Ramsay
11 Pub, Fish & Chips, ~~and GR Steak Baltimore.~~ GR Steak Baltimore and GR Steak AC.

12 ~~81. — Caesars had~~

13 **COUNT II – Breach of the FERG Agreement**
14 (against CAC)

15 ~~82.88.~~ All preceding paragraphs are incorporated herein.

16 ~~83.89.~~ The object of the FERG Agreement is the development and operation of the Gordon
17 Ramsay Pub and Grill.

18 ~~84.90.~~ The Gordon Ramsay Pub and Grill was developed and CAC has continued to operate
19 Gordon Ramsay Pub and Grill since it opened in 2015.

20 ~~85.91.~~ The Gordon Ramsay Pub and Grill continues to generate revenues and is profitable.

21 ~~86.92.~~ CAC continues to operate the Gordon Ramsay Pub and Grill in the same manner and
22 fashion as CAC operated the Gordon Ramsay Pub and Grill since its opening.

23 ~~87.93.~~ CAC intends to continue operating the Gordon Ramsay Pub and Grill.

24 ~~88.94.~~ CAC has not been fined or sanctioned in any manner by any gaming authorities in
25 connection with its continued operations of the Gordon Ramsay Pub and Grill.

26 ~~89.95.~~ CAC has not compensated FERG, FERG 16 or any of their respective affiliates as
27 required pursuant to the FERG Agreement despite Caesars' continued operation of the Gordon Ramsay
28 Pub and Grill.

COUNT III – Accounting

(against Caesars)

~~90-96.~~ All preceding paragraphs are incorporated herein.

~~91-97.~~ The LLTQ Agreement permits LLTQ and LLTQ 16 to request and conduct an audit concerning the monies owed under the LLTQ Agreement.

~~92-98.~~ The laws of equity also allow for LLTQ and LLTQ 16 to request an accounting of Caesars. Without an accounting, LLTQ and LLTQ 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

~~93-99.~~ The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

~~94-100.~~ LLTQ and LLTQ 16 has entrusted and relied upon Caesars to maintain accurate and complete records to compute the amount of monies due under the LLTQ Agreement.

~~95-101.~~ LLTQ and LLTQ 16 request an accounting of the monies owed to it under the LLTQ Agreement, as well as all further relief found just, fair and equitable.

COUNT IV – Accounting
(against CAC)

~~96-102.~~ All preceding paragraphs are incorporated herein.

~~97-103.~~ The FERG Agreement permits FERG and FERG 16 to request and conduct an audit concerning the monies owed under the FERG Agreement.

~~98-104.~~ The laws of equity also allow for FERG and FERG 16 to request an accounting of CAC. Without an accounting, FERG and FERG 16 may not have adequate remedies at law because the exact amount of monies owed to it could be unknown.

~~99-105.~~ The accounts between the parties are of such a complicated nature than an accounting is necessary and warranted.

~~100-106.~~ FERG and FERG 16 has entrusted and relied upon CAC to maintain accurate and complete records to compute the amount of monies due under the FERG Agreement.

~~101-107.~~ FERG and FERG 16 request an accounting of the monies owed to it under the FERG Agreement, as well as all further relief found just, fair and equitable

PRAYER FOR RELIEF

1 WHEREFORE, LLTQ ENTERPRISES, LLC, LLTQ Enterprises 16, LLC, FERG, LLC and
2 FERG 16, LLC respectfully request the entry of judgment in their favor and against Caesars and CAC
3 as follows:

4 A. Monetary damages in excess of \$15,000, including:

- 5 i) all payments due under the LLTQ Agreement accruing since the Plan Effective
6 Date of October 6, 2017, through the present and continuing so long as the
7 Gordon Ramsay Pub is open;
8 ii) all damages and payments due arising out of the pursuit and operation by Caesars
9 or its affiliates of any and all Restricted Ramsay Ventures since the Plan
10 Effective Date of October 6, 2017; and
11 iii) all payments due under the FERG Agreement accruing since the Plan Effective
12 Date of October 6, 2017, through the present and continuing so long as the
13 Gordon Ramsay Pub and Grill is open;

14 B. Equitable relief;

15 C. Reasonable attorney's fees, costs, and interest associated with the prosecution of this
16 lawsuit; and

17 D. Any additional relief this Court may deem just and proper.

18 **RESERVATION OF RIGHTS**

19 Pursuant to Rule 13 of the Nevada Rules of Civil Procedure, LLTQ ENTERPRISES, LLC,
20 LLTQ Enterprises 16, LLC, FERG, LLC and FERG 16, LLC are not intending to bring and are not
21 bringing at this time any claims that existed at the time this matter was commenced and which were
22 already (and remain) the subject of the pending matters between the parties before the United States
23 Bankruptcy Court for the Northern District of Illinois. LLTQ ENTERPRISES, LLC, LLTQ Enterprises
24 16, LLC, FERG, LLC and FERG 16, LLC reserve the right to pursue any such claims before this court
25 in the event the Bankruptcy Court either stays or abstains from hearing any such claims.

26 In addition, the complaint is subject to a Petition for Writ of Mandamus or Prohibition in
27 connection with certain defendants' motion to dismiss or stay, and an appeal of the remand of certain
28 counts of the complaint ordered by the United States Bankruptcy Court, District of Nevada (collectively,

1 the “Pending Appeals”). Based on the Pending Appeals, the LLTQ/FERG Defendants do not concede
2 that this Court should be proceeding with this matter at this time. Accordingly, the LLTQ/FERG
3 Defendants reserve their right to further amend, modify, or withdraw this Answer, Affirmative Defenses
4 and Counterclaims, and to bring additional counterclaims in connection with the complaint pending a
5 final determination of the Pending Appeals.

6 DATED ~~October 14, 2019~~~~September 3, 2019~~~~August 29, 2019~~.

7 ~~MCNUTT LAW FIRM, P.C.~~

8 _____
9 ~~/s/ Dan McNutt~~

~~DANIEL R. MCNUTT (SBN~~

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10 ~~7815)~~

11 ~~MATTHEW C. WOLF (SBN 10801)~~

12 ~~625 South Eighth Street~~

13 ~~Las Vegas, Nevada 89101~~

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14 _____
15 ~~Attorneys for LLTQ Enterprises, LLC;~~
16 ~~LLTQ Enterprises 16, LLC; FERG, LLC;~~
17 ~~and FERG 16, LLC~~

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that pursuant to Nev. R. Civ. P. 5(b) and EDCR 8.05 on August 29, 2019 I caused service of the foregoing ~~LLTQ/FERG DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIMS~~ to be made by depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed to the following and/or via electronic mail through the Eighth Judicial District Court's E-Filing system to the following at the e-mail address provided in the e-service list:

James Pisanelli, Esq. (SBN 4027)
Debra Spinelli, Esq. (SBN 9695)
Brittnie Watkins, Esq. (SBN 13612)
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101
jip@pisanellibice.com
dls@pisanellibice.com
btw@pisanellibice.com
Attorneys for Defendant
PHWLTV, LLC

Allen Wilt, Esq. (SBN 4798)
John Tennert, Esq. (SBN 11728)
FENNEMORE CRAIG, P.C.
300 East 2nd Street, Suite 1510
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jtennert@felaw.com
Attorneys for Defendant
Gordon Ramsay

Robert E. Atkinson, Esq. (SBN 9958)
Atkinson Law Associates Ltd.
8965 S. Eastern Ave. Suite 260
Las Vegas, NV 89123
Robert@nv-lawfirm.com
Attorney for Defendant J. Jeffrey Frederick

/s/ Lisa A. Heller

Employee of McNutt Law Firm

EXHIBIT 6

Magali Mercera

From: Magali Mercera
Sent: Friday, September 13, 2019 1:46 PM
To: 'Steven C. Bennett'; 'David A. Carroll'; Daniel Brooks
Cc: James Pisanelli; Debra Spinelli; Brittnie T. Watkins; Robert A. Ryan
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steve –

We are doing rolling productions of documents and are serving some documents today. We will continue serving rolling productions until we have produced the remaining documents, to the extent they are discoverable and not privileged. The financials requested below will be provided in the next production, with the exception of the documents regarding GR Steak – Atlantic City.

We reviewed your proposed amendment to the counterclaim and cannot stipulate to the amendment. We understand that you will move the court to be allowed to amend.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>
Sent: Friday, September 13, 2019 11:22 AM
To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

CAUTION: External Email

Magali:

We still do not have the financial and compliance documents. Please produce those documents.

Nor do we have a response regarding our proposal for amendment of the complaint regarding the GR Steak – Atlantic City restaurant. Please respond.

Regards,

Steven C. Bennett

From: Steven C. Bennett
Sent: Monday, September 9, 2019 5:10 PM
To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Magali:

Your prior note indicated that you would produce the requested financial documents and compliance documents "by the end of the month," i.e., end of August. Could you please confirm that you will promptly produce the requested documents. With regard to GR Steak – Atlantic City, we have sent you a draft complaint amendment. Please advise whether that amendment is acceptable, and (as a result) whether you will produce financial documents regarding the GR Steak – Atlantic City entity.

Regards,

Steven C. Bennett

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, August 15, 2019 6:47 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are in the process of gathering the financial documents you requested below. However, we will not agree to produce the financial documents for GR Steak – Atlantic City. There are no claims regarding this restaurant in the pleadings. You previously indicated that you would be amending your pleadings and asked whether Caesars would consent. Without seeing the proposed amended pleading, we cannot determine whether we will consent to any such amendment. If you will provide the proposed amended pleading, we are happy to review and let you know if it changes our position. We are available for a telephonic EDCR 2.40 next week to discuss. Please let us know when you're available.

With respect to the compliance documents, we are reviewing our production to determine what additional documents, if any, may need to be produced. We will produce those as well by the end of the month. If there any outstanding issues that we have not addressed, please let me know.

Separately, we also have not heard from you on these issues from my June 5, 2019 emails:

- **Supplemental Responses to Discovery (in the federal matter).** We have not received the supplemental responses based upon the agreed-upon categories in the federal matter. Without these supplemental responses, it is impossible for us to determine whether documents were produced in response to the discovery requests served or whether TPOV, TPOV 16, and Mr. Seibel withheld documents responsive to specific requests or whether no responsive documents exist.

- **Declarations regarding Yvette Seibel and Netty Wachtell (in both the state and federal matters).** Based upon representations regarding the health of Ms. Seibel and Ms. Wachtell, we agreed not to proceed with their depositions pending confirmation from a doctor/caretaker that they are unable to be deposed and a stipulation that they will not be called as witnesses at trial in this matter or the state court matter. It is our understanding that previous counsel was looking into obtaining a declaration or other confirmation for a doctor/caretaker for Ms. Seibel and Ms. Wachtell. Please advise as to the status of the declaration/confirmation.
- **Deposition of Bryn Dorfman (in both the state and federal matters).** Previous counsel would not agree to present Ms. Dorfman for deposition, but agreed to accept service of a subpoena on her behalf. Given their withdrawal, please advise whether you will make Ms. Dorfman available for deposition. If not, please advise whether you are authorized to accept service of a subpoena on her behalf or if we should proceed with personal service.
- **Objections to RPDs Nos. 33, 34, 35, 36, 37, and 38 (in the federal matter).** These requests seek “Documents, Communications, and other materials that relate to, concern, and/or pertain in any way to the purported assignment of membership interests in TPOV to” the various individuals, including, but not limited to, Brian Ziegler and Craig Green. In response to these requests TPOV 16 asserted that these requests were based on an incorrect factual premise. As previously explained to counsel, the factual premise of our requests is based on TPOV 16’s own complaint and related documents. Either TPOV 16’s complaint is based on an incorrect factual premise or the objections to these requests are improper and should be withdrawn. Please advise whether you will withdraw the improper objections and that all documents responsive these requests have been produced.
- **Brian Ziegler, Craig Green, and the Seibel Family 2016 Trust Responses to Subpoenas Duces Tecum (in the federal matter).** Messrs. Ziegler and Green failed to produce any documents in response to subpoenas served by Paris. In response to some requests, they stated that they would produce certain documents “to the extent such documents have not already been produced in this action” or that documents had already been produced or were in the process of being produced by TPOV, TPOV 16, and Seibel. Mr. Ziegler and Mr. Green have their own files and records separate from TPOV, TPOV 16, and Mr. Seibel and are required to search for and produce documents in response to the subpoenas served by Paris. If they believe documents have already been produced by the Parties to the action, they must identify what documents from the productions were produced from their records. The Seibel Family 2016 Trust took a similar approach and did not produce documents or simply referred back to TPOV, TPOV 16 and Mr. Seibel’s production. On the eve of the Trust’s deposition, the Trust produced a handful of bank records and during the deposition, we learned that other documents were not produced, including, but not limited to tax returns. Please advise whether Messrs. Ziegler and Green and the Trust will be producing documents responsive to the subpoenas

Additionally, we have not heard from you on our request for a meet and confer on the following (in the state court matter):

- **Mr. Seibel’s Response to Desert Palace, Inc.’s First Set of Interrogatories:**
 - **Response to Interrogatory No. 2:** In part, Mr. Seibel objected to this request claiming it called for privileged information protected by the attorney client and work-product privileges. The interrogatory, however, does not seek privileged information as it requests information regarding contracts that were terminated. Please confirm that no information was withheld from this response. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claim of privilege is appropriate.
 - **Response to Interrogatory Nos. 3, 4, 5, 6, and 7:** Mr. Seibel objected, in part, to these interrogatories on the basis that the request was “too vague or ambiguous.” Please advise what clarification Mr. Seibel is seeking to respond to these interrogatories.
 - **Response to Interrogatory Nos. 8, 9, 10, 11, and 12:** In part, Mr. Seibel objected to these requests claiming they called for privileged information protected by the attorney client and work-product

privileges. If information was withheld based on the claim of privilege, please provide a privilege log so that we may assess whether the claims of privilege are appropriate.

- **Response to Interrogatory Nos. 18, 19, 20, and 21:** The answers provided to these interrogatories are incomplete and do not include information regarding the business and personal connections between the parties and should be supplemented.
- **Mr. Seibel's Response to Caesars' First Requests for Production:**
 - **Response to RPD Nos. 3, 30, 31, 45, 60, 61, 77, 78, 94, and 95:** These requests ask not only for documents sufficient to show the formation, ownership, and control of the various entities, but seek any documents relating thereto which would include communications regarding the same. Please confirm that the documents requested will be produced.
 - **Response to RPD Nos. 8:** Mr. Seibel concealed the information related to his Voluntary Disclosure application from Caesars. This information is relevant to show Mr. Seibel's actions which gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes. This request should be supplemented and the attempted narrowing withdrawn. Further, if documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log.
 - **Response to RPD Nos. 7, 22, 34, 39, 48, 54, 57, 64, 71, 74, 81, 88, 91, 98, 105, 108, 122, and 125:** To the extent documents responsive to these requests are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.
 - **Response to RPD No. 23:** This information is relevant to show Mr. Seibel's actions that gave rise to his finding of unsuitability and which contributed to his conviction for tax-related crimes.
 - **Response to RPD No. 26:** Mr. Seibel objected to this request, in part, based on the marital privilege. However, this request seeks information from before the time that Mr. Seibel and Ms. Dorfman were married and thus, the privilege does not apply. Further, to the extent documents responsive to this request are being withheld on the basis of privilege, they must be identified on a privilege log. The assertion that a privilege log is not needed is contrary to the law.

Please let us know your availability next week for a telephonic EDCR 2.34 meet and confer to discuss these issues.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Wednesday, August 14, 2019 1:57 PM

To: Magali Mercera <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

It has been more than two months since we asked for the documents outlined in my message of June 4 (and re-stated in my message of August 2). Please advise, not later than the close of business on Friday, August 16, whether you will

produce the documents, and provide a schedule for their production. If we receive no message confirming a schedule for production, we will seek the intervention of the Court.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Friday, August 2, 2019 5:13 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Following up on the message below, please advise whether you will provide the requested information. In particular, regarding financial information, we require:

1. GR Pub & Grill Caesars Palace – Las Vegas Profit and Loss Statements - June 2015 to present
2. GR Steak Las Vegas – Profit and Loss Statements – September 2016 to present
3. GR Fish & Chips Las Vegas Profit and Loss Statements – October 2016 (opening) to present
4. Old Homestead Profit and Loss Statements - September 2016 to present
5. GR Pub & Grill Caesars Atlantic City Profit and Loss Statements - June 2015 to present
6. GR Steak Atlantic City Profit and loss statements – Opening to present
7. GR Steak Baltimore Profit and Loss Statements – November 2017 (opening) to present
8. Serendipity 3 – Profit and Loss Statements – September 2016 through December 31, 2016

Let us know promptly when this information (including the Compliance materials and the Financial information) will be provided.

Regards,

Steven C. Bennett

From: Steven C. Bennett

Sent: Tuesday, June 4, 2019 4:55 PM

To: 'Magali Mercera' <mmm@pisanellibice.com>; 'David A. Carroll' <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Debra Spinelli' <dls@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

Thank you for participating in the meet and confer regarding discovery issues in this (State) case. As discussed, the following is a brief summary, as I understand it, of the LLTQ/Seibel parties. This summary is incomplete, as we have not

had an opportunity to review the most recent production from Caesars, provided on May 22, 2019, the day before the Certilman firm moved to withdraw. We offer this summary, without prejudice, in hopes of determining whether we can resolve at least these issues without need for the intervention of the Court.

1. Compliance information:
With regard to the Caesars decision to terminate contracts Rowen Seibel and related entities (or their assignees) seek:
 - A. Agenda for the Caesars Compliance Committee meeting(s) for any discussion on that topic
 - B. Minutes of any meeting of the Compliance Committee on that topic
 - C. Report(s) or other communication with the Nevada Gaming Commission or Nevada Gaming Control Board on that topic
 - D. Any amendments / revisions to the Caesars Ethics and Compliance Program document (we have only the version dated 8/5/2013)
2. P & L statements for all restaurants covered by the contracts with Rowen Seibel and related entities (or their assignees), including statements post-termination (August 2016).
3. P & L statements for Atlantic City Steak. Our understanding is that Caesars takes the position that such statements are not relevant because Atlantic City Steak is not specifically mentioned in the Complaint. Will Caesars agree to amendment of the Complaint to include reference to that entity, and thereafter produce the requested documents?

Our understanding is that you will provide a similar summary of as-yet unresolved requests from Caesars (and whatever correspondence there may have been regarding those requests), with the aim of discussing the requests at a further meet and confer session after the conference with the Court on June 6.

Separately, as discussed, please provide us with the last form of deposition schedule, so that we may begin to discuss potential new dates for depositions. Further, as discussed, it will be helpful to consider the extent to which some or all of the depositions can be taken once, for use in both the State and Federal cases.

Regards,

Steven C. Bennett

From: Steven C. Bennett
Sent: Tuesday, June 4, 2019 2:05 PM
To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

We are on the line. Please dial in.

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Monday, June 3, 2019 5:55 PM
To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

That works. We'll talk then.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:35 PM

To: Magali Mercera <mmm@pisanellibice.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Thank you. Let's try for 11 AM (Pacific), which is 2 PM (Eastern). We can use:

888-619-1583

917720 # (code)

Regards,

Steve Bennett

From: Magali Mercera <mmm@pisanellibice.com>

Sent: Monday, June 3, 2019 5:30 PM

To: Steven C. Bennett <steve.bennett@szslaw.com>; David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>

Subject: RE: Desert Palace v. Seibel: Request to Meet and Confer

Steven –

We are available tomorrow before 12pm (PST) for a call. Please let us know your availability.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



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From: Steven C. Bennett <steve.bennett@szslaw.com>

Sent: Monday, June 3, 2019 2:14 PM

To: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>

Cc: David A. Carroll <dcarroll@rrsc-law.com>; Daniel Brooks <dbrooks@szslaw.com>

Subject: Desert Palace v. Seibel: Request to Meet and Confer

Counsel:

We have been engaged by the Defendants in No. A-17-760537-B / Plaintiffs in No. A-17-751759-B (Dist. Ct. Clark County). Rice Reuther Sullivan & Carroll has been engaged as local counsel. We are in the process of obtaining pro hac vice admission to the Court. We request your confirmation that you have no objection to our pro hac vice admission.

Further, we understand that there is a status conference in the case, scheduled for June 6, 2019. We are prepared to "meet and confer" with you, in advance of that conference, at your convenience. Please advise what time(s) are most convenient for you.

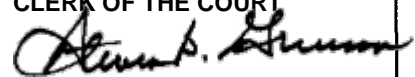
Regards,

Steven C. Bennett

Steven C. Bennett
Scarola Zubatov Schaffzin PLLC
1700 Broadway
41st Floor
New York, NY 10019
(646) 412-3234 (direct)
(212) 757-0007 (main)
scb@szslaw.com

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TAB 43



1 ARJT

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

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

Case No. A-17-751759-B
Dept No. XVI

10 Plaintiff,)

11 -vs-)

CONSOLIDATED WITH
Case No.: A-17-760537-B

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

15 Defendants.)

16 and)

17 GR BURGR LLC, a Delaware limited)
18 liability company,)

19 Nominal Plaintiff.)

AND ALL RELATED MATTERS)

HEARING DATE(S)
ENTERED IN
ODYSSEY



20 3rd AMENDED ORDER SETTING CIVIL JURY TRIAL,
21 PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
22 AMENDED DISCOVERY SCHEDULING ORDER CALL

23 Pursuant to the Stipulation and Order to Extend Discovery Deadlines and Trial (5th Request)
24 the Discovery Deadlines and Trial dates are hereby amended as follows:

25 **IT IS HEREBY ORDERED** that the parties will comply with the following deadlines:

26 Motions to amend pleadings or add parties

Closed

27 Close of Fact Discovery

January 15, 2020

1	Designation of experts pursuant to NRCP 16.1(a)(2)	February 14, 2020
2	Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	March 16, 2020
3	Discovery Cut Off	April 15, 2020
4	Dispositive Motions	May 15, 2020
5	Motions in Limine	June 12, 2020

7 **IT IS HEREBY ORDERED THAT:**

8 A. The above entitled case is set to be tried to a jury on a **five week stack** to begin
9 **July 27, 2020 at 9:30 a.m.**

10 B. Pre-Trial Conference/Calendar Call will be held on **July 9, 2020 at 10:30 a.m.**

11 C. Parties are to appear on **May 6, 2020 at 9:00a.m.**, for a Status Check re Trial
12 Readiness.

13 D. The Pre-Trial Memorandum must be filed no later than **July 10, 2020**, with a
14 courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person)
15 **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include
16 in the Memorandum an identification of orders on all motions in limine or motions for partial
17 summary judgment previously made, a summary of any anticipated legal issues remaining, a brief
18 summary of the opinions to be offered by any witness to be called to offer opinion testimony as well
19 as any objections to the opinion testimony.

20 E. All motions in limine to exclude or admit evidence must be in writing and filed no
21 later than **June 12, 2020. Orders shortening time will not be signed except in extreme**
22 **emergencies.**

23 F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P.
24 16.1(a)(3) must be made at least 30 days before trial.

1 G. All discovery deadlines, and motions to amend the pleadings or add parties are
2 controlled by the previously issued Scheduling Order and/or any amendments or subsequent
3 orders.

4 H. All original depositions anticipated to be used in any manner during the trial must be
5 delivered to the clerk prior to the firm trial date given at Calendar Call. If deposition testimony is
6 anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions
7 of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days
8 prior to the firm trial date. Any objections or counterdesignations (by page/line citation) of
9 testimony must be filed and served by facsimile or hand, one (1) judicial day prior to the firm trial
10 date. Counsel shall advise the clerk prior to publication.

11 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
12 exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched placed in three
13 ring binders along with the exhibit list. The sets must be delivered to the clerk two days prior to the
14 firm trial date. Any demonstrative exhibits including exemplars anticipated to be used must be
15 disclosed prior to the calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
16 make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties,
17 demonstrative exhibits are marked for identification but not admitted into evidence.

18 J. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
19 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
20 make specific objections to items to be included in the Jury Notebook.

21 K. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
22 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
23 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
24


1 set of jury instructions and proposed form of verdict along with any additional proposed jury
2 instructions with an electronic copy in Word format.

3 **Failure of the designated trial attorney or any party appearing in proper person to**
4 **appear for any court appearances or to comply with this Order shall result in any of the**
5 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation**
6 **of trial date; and/or any other appropriate remedy or sanction.**
7

8 *Counsel is asked to notify the Court Reporter at least two (2) weeks in advance if they are*
9 *going to require daily copies of the transcripts of this trial or real time court reporting. Failure to*
10 *do so may result in a delay in the production of the transcripts or the availability of real time court*
11 *reporting.*

12 Counsel is required to advise the Court immediately when the case settles or is otherwise
13 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate
14 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A
15 copy should be given to Chambers.
16

17 DATED: October 8, 2019.

18
19 
20 Timothy C. Williams, District Court Judge
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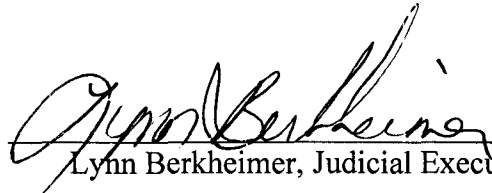
CERTIFICATE OF SERVICE

I hereby certify that on the date filed, a copy of the foregoing Amended Order Setting Civil Jury Trial, Pre-Trial/Calendar Call was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program as follows:

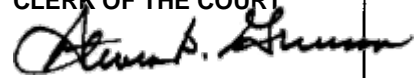
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4	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
5	Doreen Loffredo	dloffredo@foxrothschild.com
6	Daniel McNutt	drm@cmlawnv.com
7	Nicole Milone	nmilone@certilmanbalin.com
8	Trey Pictum	trey@mcnuttlawfirm.com
9	Nathan Rugg	nathan.rugg@bfkn.com
10	Brett Schwartz	brett.schwartz@lsandspc.com

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Lynn Berkheimer, Judicial Executive Assistant

TAB 44



RPLY

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*Attorneys for 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 Acquisitions, LLC, appearing
derivatively by one of its two members, R Squared Global Solutions, LLC*

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. 16

Consolidated with:

Case No.: A-17-760537-B

**REPLY IN SUPPORT OF MOTION TO
AMEND LLTQ/FERG
DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

Defendants LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"),
FERG LLC ("FERG") and FERG 16, LLC ("FERG 16") (collectively, the "LLTQ/FERG

Defendants”) hereby file this Reply in response to the Opposition to their Motion to Amend the LLTQ/FERG Defendants’ Answer, Affirmative Defenses and Counterclaims and in further support of that Motion to Amend.

DATED this 17th day of October, 2019.

RICE REUTHER SULLIVAN & CARROLL, LLP

By: 

David A. Carroll, Esq. (NSB #7643)
Anthony J. DiRaimondo, Esq. (NSB #10875)
Robert E. Opdyke, Esq. (NSB #12841)
3800 Howard Hughes Parkway, Suite 1200
Las Vegas, Nevada 89169

Steven C. Bennett, Esq. (*Pro Hac Vice*)
Daniel J. Brooks, Esq. (*Pro Hac Vice*)
SCAROLA ZUBATOV SCHAFFZIN PLLC
1700 Broadway, 41st Floor
New York, NY 10019

Attorneys for 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; and DNT Acquisition, LLC, appearing derivatively by one of its two members, R Squared Global Solutions, LLC

REPLY MEMORANDUM OF POINTS AND AUTHORITIES

In its Opposition to the Motion to Amend the LLTQ/FERG Defendants’ Counterclaim (“Opposition”), Caesars claims that the LLTQ/FERG Defendants’ delay in making this motion to amend is “confusing” and lacks any “explanation.” Opposition, at 3, 4. In fact, however, Caesars is well aware of its own role in causing this delay and has been on notice, all along, that the LLTQ/FERG Defendants intended to seek damages relating to the GR Steak-AC restaurant.

Even before the filing of the original LLTQ Counterclaim, the LLTQ/FERG Defendants stated, in the damages section of their disclosures, that they would seek damages relating to the GR Steak-AC restaurant. *See* Exhibit 5 hereto (Email dated April 30, 2019 from Magali Mercera to Nicole L. Milone in which counsel for Caesars acknowledged this disclosure). As explained in the Motion to Amend (at 3, 5-6), but ignored by Caesars in its Opposition, the original LLTQ

1 Counterclaim alleges that Caesars intended to open additional restaurant ventures in the United
2 States that would qualify as Restricted Restaurant Ventures and that LLTQ would seek
3 compensation if any such restaurants were opened without the participation of LLTQ or an affiliate.
4 See Motion to Amend, Ex. 1 (original counterclaim), p. 27, ¶ 71; p. 30, prayer for relief (seeking
5 “all damages and payments due arising out of the pursuit and operation by Caesars or its affiliates
6 of any and all Restricted Ramsay Ventures since the Plan Effective Date of October 6, 2017”).

7 Caesars understood the original LLTQ Counterclaim to encompass damages due to non-
8 payment of profits on the GR Steak-AC restaurant. That is the reason Caesars gave for refusing to
9 produce financial records pertaining to GR Steak Baltimore and GR Steak-AC in the related federal
10 action, *TPOV Enterprises, 16, LLC v. Paris Las Vegas Operating Company, LLC*, Case No. 2:17-
11 cv-00346-JCM-VCF. The plaintiff in the federal case (an affiliate of LLTQ) had requested
12 financial records for both GR Steak Baltimore and GR Steak-AC. After a “meet and confer” on
13 January 18, 2019, Caesars declined to produce those documents because the plaintiff in the federal
14 action (TPOV 16) had “not asserted any claims related to future restaurants.” See Exhibit 6 hereto
15 (Email dated February 15, 2019 from Magali Mercera to Joshua Feldman). In that email, Caesars
16 contrasted TPOV 16’s failure to assert claims related to future restaurants to the LLTQ/FERG
17 Defendants’ counterclaims in this action, which counsel for Caesars described as “claims related to
18 future restaurants.” *Id.* Counsel for Caesars continued: “And, as conceded, Plaintiff/LLTQ cannot
19 obtain (nor do you intend to seek) duplicate recovery in both actions. Accordingly, we do not
20 believe that TPOV 16 is entitled to discovery related to restaurants in Baltimore and Atlantic City.”
21 *Id.*

22 After using the pendency of claims related to future restaurants in this action as a
23 justification for refusing to produce financial records pertaining to GR Steak-AC in the federal
24 action, Caesars then embarked on a lengthy and dilatory series of “meet and confers” in this action
25 in which Caesars pretended to give consideration to providing the financial records of GR Steak-
26 AC to LLTQ in this action. A “meet and confer” session was held on Friday, February 8, 2019.
27 See Exhibit 7 hereto (Email dated February 11, 2019 from Joshua Feldman to Magali Mercera). In
28 the email following up on the “meet and confer,” counsel for LLTQ wrote: “Please let me know

1 when we should expect an answer following our meet and confer on our second document requests
2 that address the Steak restaurants in Atlantic City and Baltimore. I know that over the phone you
3 told me that we should have answers by tomorrow (Tuesday).” *Id.* at 2, ¶ 2.

4 No such speedy answer was forthcoming. Additional “meet and confer” sessions were held,
5 on this issue, on April 10, April 17 and April 29. *See* Exhibit 8 hereto (Email dated April 29, 2019
6 from Nicole L. Milone to Magali Mercera). On April 29, 2019, counsel for Caesars feigned interest
7 in providing some documents and requested “clarification with respect to what financial documents
8 [LLTQ/FERG] were looking for in response to” various requests for documents, including RPD 9
9 (the request pertaining to GR Steak-AC). *Id.* at 1. Counsel for LLTQ/FERG stated that they were
10 providing a clarification of exactly what financial documents they wanted and that they were doing
11 so because “you are asking what specific financial documents we are seeking for *Steak AC* in an
12 effort to determine whether or not you will be standing on your objection or withdrawing the
13 objection and producing documents.” *Id.* at 2.

14 Even though counsel for LLTQ explained precisely which financial documents they wanted
15 concerning GR Steak-AC (Ex. 8 hereto, at 2), Caesars refused to provide any of those documents.
16 *See* Ex. 5 hereto. Additional delay soon ensued due to predecessor counsel for LLTQ/FERG
17 seeking to withdraw from the case and new counsel, who were totally unfamiliar with this complex
18 litigation, being substituted in. A blizzard of document production, motion practice and depositions
19 soon ensued, drawing the focus away from this technical motion, which merely seeks to make
20 explicit what is already apparent from a reading of the original LLTQ counterclaim; namely, LLTQ
21 seeks damages for any Restricted Restaurant Venture, past or future, which Caesars elects to open
22 without the participation of LLTQ or one of its affiliates.

23 Under these circumstances, Caesars cannot conceivably claim prejudice because it was, at
24 all relevant times, on notice that a claim for damages would be asserted with respect to any
25 additional Restricted Restaurant Ventures, including GR Steak-AC. Indeed, Caesars used that
26 understanding as a basis for refusing to produce financial documents relating to GR Steak-AC to
27 TPOV 16 in the related federal action. The fact that Caesars was on notice, together with the lack
28 of any meaningful case management issues arising from the proposed amendment, constitute “good

1 cause” under NRCP 16(b)(4). *See C.F. ex rel. Farman v. Capistrano Unified School Dist.*, 654
2 F.3d 975, 984-85 (9th Cir. 2011) (construing the analogous federal rule to find good cause where
3 no case management issues were raised and the party opposing the amendment was on notice).

4 **Conclusion**

5 For the foregoing reasons, the motion for leave to amend the LLTQ/FERG Answer and
6 Counterclaims should be granted.

7 DATED this 17th day of October, 2019.

8 RICE REUTHER SULLIVAN & CARROLL, LLP

9
10 By: 

David A. Carroll, Esq. (NSB #7643)
Anthony J. DiRaimondo, Esq. (NSB #10875)
Robert E. Opdyke, Esq. (NSB #12841)
3800 Howard Hughes Parkway, Suite 1200
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13 -and-

14 Steven C. Bennett, Esq. (*Pro Hac Vice*)
15 Daniel J. Brooks, Esq. (*Pro Hac Vice*)
16 SCAROLA ZUBATOV SCHAFFZIN PLLC
17 1700 Broadway, 41st Floor
18 New York, NY 10019

19 *Attorneys for Rowen Seibel; LLTQ Enterprises,*
20 *LLC; LLTQ Enterprises 16, LLC; FERG, LLC;*
21 *FERG 16, LLC; MOTI Partners, LLC; MOTI*
22 *Partners 16, LLC; TPOV Enterprises, LLC;*
23 *TPOV Enterprises 16, LLC; and DNT*
24 *Acquisition, LLC, appearing derivatively by one*
25 *of its two members, R Squared Global Solutions,*
26 *LLC*
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Rice Reuther Sullivan & Carroll, LLP, and pursuant to NRCP 5(b), EDCR 8.05, Administrative Order 14-2, and NEFCR 9, I caused a true and correct copy of the foregoing document entitled **REPLY IN SUPPORT OF MOTION TO AMEND LLTQ/FERGDEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** to be submitted via U.S. mail and/or electronically for filing and service with the Eighth Judicial District Court via the Court's Electronic Filing System on the 17th day of October, 2019, to the following:

James J. Pisanelli, Esq.
JJP@pisanellibice.com
Debra Spinelli, Esq.
DLS@pisanellibice.com
M. Magali Mercera, Esq.
MMM@pisanellibice.com
Brittnie Watkins, Esq.
BTW@pisanellibice.com
PISANELLI BICE PLLC

Attorneys for Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWLIV, LLC; and Boardwalk Recency Corporation d/b/a Caesars Atlantic

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ATKINSON Law Associates Ltd.
Attorney for Defendant J. Jeffrey Frederick

Allen Wilt, Esq.
John Tennert, Esq.
FENNEMORE CRAIG, P.C.
Attorneys for Defendant Gordon Ramsay

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mconnot@foxrothschild.com
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FOX ROTHSCHILD LLP

Alan M. Lebensfeld (*Admitted Pro Hac Vice*)
LEBENSFELD SHARON & SCHWARTZ P.C.
Alan.lebensfeld@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc., d/b/a the Old Homestead Steakhouse

/s/ Gayle McCrea
An Employee of Rice Reuther Sullivan & Carroll, LLP

Exhibit

5

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]
Date: 4/30/2019 9:55 PM
From: "Magali Mercera" <mmm@pisanellibice.com>
"Nicole L. Milone" <NMilone@certilmanbalin.com>, "PAUL B. SWEENEY" <PSweeney@certilmanbalin.com>, "Joshua Feldman" <JFeldman@certilmanbalin.com>,
To: "Dan McNutt (drm@mcnuttlawfirm.com)" <drm@mcnuttlawfirm.com>, "Matt Wolf" <mcw@mcnuttlawfirm.com>, "Lisa Heller" <lah@mcnuttlawfirm.com>, "Joshua Feldman" <JFeldman@certilmanbalin.com>
"James Pisanelli" <jjp@pisanellibice.com>, "Debra Spinelli" <dls@pisanellibice.com>,
Cc: "Robert A. Ryan" <RR@pisanellibice.com>, "Brittnie T. Watkins" <BTW@pisanellibice.com>, "Diana Barton" <DB@pisanellibice.com>, "Cinda C. Towne" <cct@pisanellibice.com>

Nicole --

My email below incorrectly stated that "there are no specific allegations regarding this restaurant in the pleadings or the initial disclosures." The Seibel Parties do mention this restaurant in their damages section in their disclosures, but there is no specific allegation regarding this restaurant in LLTQ's counterclaim. Specifically, the counterclaim asserts claims related to GR Steak Baltimore (see, e.g., ¶¶ 67-73), but there is no specific allegation regarding the Steak Restaurant – AC. Without any allegations related to the specific restaurant at issue, we do not think the discovery you seek is relevant. Merely asserting the an entitlement to damages, without a corresponding claim is insufficient. As stated earlier, if there are other sections of your pleadings you believe cover this restaurant, we are happy to review and advise whether it changes our position.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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From: Magali Mercera

Sent: Tuesday, April 30, 2019 12:06 PM

To: 'Nicole L. Milone' <NMilone@certilmanbalin.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt (drm@mcnuttlawfirm.com) <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>; Joshua Feldman <JFeldman@certilmanbalin.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

PA00705

Exhibit

6

Subject: RE: TPOV v. Paris [IWOV-iManage.FID523885]

Date: 2/15/2019 7:40 PM

From: "Magali Mercera" <mmm@pisanellibice.com>

To: "Joshua Feldman" <JFeldman@certilmanbalin.com>, "James Pisanelli" <jjp@pisanellibice.com>, "Debra Spinelli" <dls@pisanellibice.com>, "Brittnie T. Watkins" <BTW@pisanellibice.com>, "Robert A. Ryan" <RR@pisanellibice.com>

Cc: "PAUL B. SWEENEY" <PSweeney@certilmanbalin.com>, "Nicole L. Milone" <NMilone@certilmanbalin.com>, "Dan McNutt" <drm@mcnuttlawfirm.com>, "Matt Wolf" <mcw@mcnuttlawfirm.com>

Josh –

Thank you for your email. After conferring with my team, I believe we are at an impasse regarding Plaintiff's second document requests. As stated during our meet and confer and in my email to Paul on January 18, TPOV 16 has not asserted any claims related to future restaurants. Further, TPOV 16 has not sought to amend the complaint to make any allegations about restaurants other than the one in Paris (and, in fact, the deadline to amend pleadings has expired). TPOV 16 has only asserted a breach of contract action related to the TPOV Agreement, ECF No. 1 ¶¶ 83-91, and that agreement relates to a single restaurant within Paris (*See, e.g.*, TPOV Agreement at 1.) If you disagree, please advise.

Additionally, the LLTQ/FERG Defendants, have asserted claims related to future restaurants in the action pending before the Nevada state court. And, as conceded, Plaintiffs/LLTQ cannot obtain (nor do you intend to seek) duplicate recovery in both actions.

Accordingly, we do not believe that TPOV 16 is entitled to discovery related to restaurants in Baltimore and Atlantic City. If you believe an additional meet and confer is necessary, please let us know.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

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From: Joshua Feldman <JFeldman@certilmanbalin.com>

Sent: Friday, February 15, 2019 10:21 AM

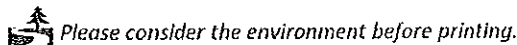
To: Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>

Cc: PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Nicole L. Milone <NMilone@certilmanbalin.com>; Dan

PA00707

Exhibit

7



This transaction and any attachment is attorney-client privileged and confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

From: Joshua Feldman <JFeldman@certilmanbalin.com>
Sent: Wednesday, February 13, 2019 2:47 PM
To: Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Cc: PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Nicole L. Milone <NMilone@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>
Subject: RE: TPOV v. Paris [IWOV-iManage.FID523885]

Magali:

Following up on the below. We need to get deposition dates on the calendar.

Thanks,

Josh



Joshua Feldman, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

☎ Direct 516.296.7081 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: jfeldman@certilmanbalin.com | www.certilmanbalin.com

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From: Joshua Feldman
Sent: Monday, February 11, 2019 7:02 PM
To: 'Magali Mercera' <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Cc: PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Nicole L. Milone <NMilone@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>
Subject: TPOV v. Paris [IWOV-iManage.FID523885]

Magali:

As a follow up to our call on Friday, here are the answers to a few of the questions you posed:

1. The deposition of GRH will take place on March 28 and Gordon Ramsay on March 29, both in Los Angeles. Allen Wilt has informed us that Gordon will have a hard stop time on the 29th so we may need to adjust

PA00709

start and end times for his deposition.

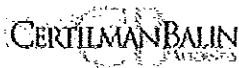
2. We are open to considering the consolidation of 30(b)(6) depositions and those of individuals noticed, but it will depend on who is being designated as the 30(b)(6) witness. We are reserving our rights to take separate depositions of each 30(b)(6) witness and the individual depositions noticed, but we can discuss after Paris designates the 30(b)(6) individuals.

Also, to follow up on a couple of points for which we are still waiting for information from Paris, please let me know the status of the following:

1. Paris is working to get the updated contact information for Hoenemeyer – please let me know when you have done so in order for us to schedule a date for his deposition.
2. Please let me know when we should expect an answer following our meet and confer on our second document requests that address the Steak restaurants in Atlantic City and Baltimore. I know that over the phone you told me that we should have answers by tomorrow (Tuesday).
3. We did not separately serve Mark Clayton – please let me know if your firm will be accepting service on his behalf.
4. We are still waiting on dates for the various depositions that we have already noticed. We need to get some dates on the calendar for the individuals we noticed with the exceptions we discussed over the phone (Hoenemeyer and Clayton, as above).

Thanks,

Josh



Joshua Feldman, Esq.

Certilman Balin Adler & Hyman, LLP

90 Merrick Avenue, 9th Floor

East Meadow, NY 11554

☎ Direct 516.296.7081 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: jfeldman@certilmanbalin.com | www.certilmanbalin.com

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Exhibit

8

Nicole –

Thank you for clarification. After reviewing your email below as well as the portions of the pleadings/documents indicated by Josh (paragraph 71 of LLTQ's counterclaim and the Seibel Parties' initial disclosures), we are maintaining our objections with respect to these requests to the extent they seek information regarding Steak Restaurant -AC. Specifically, there are no specific allegations regarding this restaurant in the pleadings or the initial disclosures. If there are other sections of your pleadings you believe cover this restaurant, we are happy to review and advise whether it changes our position. However, with the information provided to date, we believe these requests are seeking information regarding a restaurant that is not relevant to any party's claims or defenses and, thus, are not proportional to the needs of the case.

Further, to confirm our call yesterday, we are maintaining our objections with respect to RPD 59. During our previous meet and confers, we asked what the Seibel party's position was regarding why they are entitled to discovery regarding amounts paid to a third party as it's not clear how that relates to their own damages. You explained yesterday that one of the Seibel Parties' theories is that Caesars terminated the various contracts in order to save money and thus you believed you were entitled to see what Caesars has paid to Mr. Ramsay. While we disagree with your theory, we also continue to dispute that you are entitled to the information sought by this request as it would not show whether Caesars is "saving money." The amounts paid are governed by different contract, terms, and separate restaurant. As such, it is not relevant what Caesars has paid to a third party separate and apart from Mr. Seibel.

Thanks,


M. Magali Mercera

PISANELLI BICE, PLLC

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mmm@pisanellibice.com | www.pisanellibice.com



 Please consider the environment before printing.

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From: Nicole L. Milone <NMilone@certilmanbalin.com>

Sent: Monday, April 29, 2019 5:05 PM

To: Magali Mercera <mmm@pisanellibice.com>

Cc: James Pisanelli <jip@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Joshua Feldman <JFeldman@certilmanbalin.com>; Dan McNutt <drm@mcnuttlawfirm.com> <drm@mcnuttlawfirm.com>; Matt Wolf <mcw@mcnuttlawfirm.com>; Lisa Heller <lah@mcnuttlawfirm.com>; Joshua Feldman <JFeldman@certilmanbalin.com>

Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Magali –

As a follow up to our meet and confer this afternoon on your email below, I advised I'd get back to you on your request for clarification with respect to what financial documents we were looking for in response to RPDs 9, 50,

PA00712

55, 58 & 60.

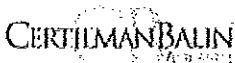
First, we would like to be clear that your objections on these RPDs were the basis of our initial 4/10 meet and confer largely because of the overall objection to providing any documents with respect to the Steak Restaurant-AC. This clarification is provided to the extent you are asking what specific financial documents we are seeking for *Steak AC* in an effort to determine whether or not you will be standing on your objection or withdrawing the objection and producing documents. The clarification is not intended to encompass the entire RPD with respect to any other restaurants for which you did not object to producing responsive documents.

With that understanding and after a review of the RPDs, we have determined that for RPDs 9, 50 & 58, quarterly profit and loss statements, including but not limited to any subparts thereto such as settlement statements and/or "split for contract" sections/tabs should suffice (to the extent the information requested in these specific RPDs is included in the P&L), but we stress that this statement is made without waiver to our rights to request any additional financial records that may also be responsive to these requests.

With respect to RPDs 55 and 60, these seek documents relating to agreements or negotiations concerning the Steak AC restaurant and others – not financial records.

As we discussed earlier today, if you believe that we can come to an agreement on these RPDs based on our clarification above, please let us know immediately or we will seek court intervention as we have been unable to resolve this dispute after multiple meet and confers on the topic (held on: April 10th, April 17th and April 29th).

Thanks,



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From: Magali Mercera <mmm@pisanellibice.com>

Sent: Friday, April 26, 2019 7:21 PM

To: Nicole L. Milone <NMilone@certilmanbalin.com>

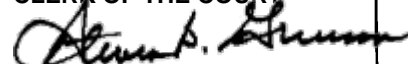
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Subject: RE: Desert Palace/Seibel matter (declaratory action in state court) -- your position on the RPD responses [IWOV-iManage.FID537304]

Nicole –

PA00713

TAB 45



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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

EIGHTH JUDICIAL 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.: XVI

Consolidated with A-17-760537-B

**ORDER DENYING MOTION TO AMEND
LLTQ/FERG DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

Date of Hearing: November 6, 2019

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

1 Defendants LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"),
2 FERG LLC ("FERG"), and FERG 16, LLC ("FERG 16") (collectively "LLTQ/FERG
3 Defendants") Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses, and
4 Counterclaims (the "Motion to Amend") came before the Court for hearing on November 6, 2019,
5 at 9:00 a.m. M. Magali Mercera, Esq., of the law firm PISANELLI BICE PLLC, appeared on
6 behalf of PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las
7 Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars
8 Atlantic City ("CAC") and collectively with Caesars Palace, Paris, and Planet Hollywood,
9 "Caesars"). Anthony DiRaimondo, Esq. of the law firm RICE REUTHER SULIVAN & CARROLLC,
10 LLP appeared on behalf of the LLTQ/FERG Defendants. Daniel Brooks, Esq., of SCAROLA
11 ZUBATOV SCHAFFZIN PLLC, appeared telephonically on behalf of the LLTQ/FERG Defendants.
12 Allen Wilt, Esq., of the law firm FENNEMORE CRAIG, appeared on behalf of Gordon Ramsay.

13 The Court having considered the Motion to Amend and the opposition thereto, as well as
14 argument of counsel presented at the hearing, and good cause appearing therefor,

15 THE COURT FINDS THAT, under Nevada law, "[t]he court should freely give leave [to
16 amend] when justice so requires." NRCP 15(a)(2). However, "[t]his does not . . . mean that a
17 trial judge may not, in a proper case, deny a motion to amend. If that were the intent, leave of
18 court would not be required." *Kantor v. Kantor*, 116 Nev. 886, 891, 8 P.3d 825, 828 (2000)
19 (quoting *Stephens v. So. Nev. Music Co.*, 89 Nev. 104, 105, 507 P.2d 138, 139 (1973)).

20 THE COURT FURTHER FINDS THAT, "[w]here a scheduling order has been entered,
21 the lenient standard under Rule 15(a), which provides leave to amend 'shall be freely given,' must
22 be balanced against the requirement under Rule 16(b) that the Court's scheduling order 'shall not
23 be modified except upon a showing of good cause.'" *Nutton v. Sunset Station, Inc.*, 131 Nev. 279,
24 285, 357 P.3d 966, 971 (Nev. App. 2015) (quoting *Grochowski v. Phoenix Constr.*, 318 F.3d 80,
25 86 (2d Cir.2003)). "Disregard of the [scheduling] order would undermine the court's ability to
26 control its docket, disrupt the agreed-upon course of the litigation, and reward the indolent and the
27 cavalier." *Id.* at 285-86, 357 P.3d at 971 (quoting *Johnson v. Mammoth Recreations, Inc.*, 975
28 F.2d 604, 610 (9th Cir.1992)).

1 THE COURT FURTHER FINDS THAT, the deadline to amend pleadings in this action
2 was February 4, 2019. Accordingly, the LLTQ/FERG Defendants had to demonstrate that good
3 cause exists to allow the amendment of their counterclaim after the deadline had expired.

4 THE COURT FURTHER FINDS THAT, the LLTQ/FERG Defendants have not met that
5 burden and have not demonstrated that good cause exists to permit amendment of their
6 counterclaim. The LLTQ/FERG Defendants were aware of the facts they sought to include in
7 their amended counterclaim before the deadline to amend expired and they delayed seeking leave
8 to amend their counterclaim.

9 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to
10 Amend is DENIED IN ITS ENTIRETY.

11 IT IS SO ORDERED.

12 DATED this 22nd day of November 2019.

13 
14 THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT
15 

15 Respectfully submitted by:

16 DATED November 21, 2019

17 PISANELLI BICE PLLC

18 By: 

19 James J. Pisanelli, Esq., Bar No. 4027
20 Debra L. Spinelli, Esq., Bar No. 9695
21 M. Magali Mercera, Esq., Bar No. 11742
22 Brittnie T. Watkins, Esq., Bar No. 13612
23 400 South 7th Street, Suite 300
24 Las Vegas, NV 89101

25 and

26 Jeffrey J. Zeiger, P.C., Esq.
27 (admitted *pro hac vice*)
28 William E. Arnault, IV, Esq.
(admitted *pro hac vice*)
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*Attorneys for Plaintiffs Desert Palace, Inc.; Paris Las Vegas Operating
Company, LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

1 Approved as to form and content by:

2 DATED November 21, 2019

3 FENNEMORE CRAIG, P.C.

4 By: /s/ Allen Wilt
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6 John Tennert, Esq. (SBN 11728)
7 300 East 2nd Street, Suite 1510
8 Reno, NV 89501

9 *Attorneys for Gordon Ramsay*

Approved as to form and content by:

DATED November 21, 2019

RICE REUTHER SULIVAN & CARROLLC, LLP

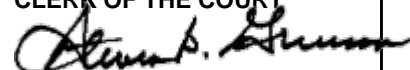
By: /s/ David A. Carroll
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Las Vegas, NV 89169

and

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*Attorneys for Plaintiff Rowen
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Enterprises, LLC; and TPOV Enterprises 16,
LLC*

TAB 46



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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL 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

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER
DENYING MOTION TO AMEND
LLTQ/FERG DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

PLEASE TAKE NOTICE that an Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims was entered in the above-captioned matter on November 25, 2019, a true and correct copy of which is attached hereto.

DATED this 25th day of November 2019.

PISANELLI BICE PLLC

By: 

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Debra L. Spinelli, Esq., #9695
M. Magali Mercera, Esq., #11742
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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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 25th day of November 2019, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER DENYING MOTION TO AMEND LLTQ/FERG DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** to the following:

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Robert E. Opdyke, Esq.
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Attorneys for DNT Acquisition LLC

*Attorneys for Rowen Seibel, DNT Acquisition LLC,
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LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC*

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*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

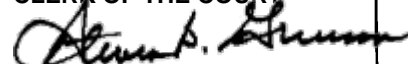
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Reno, NV 89501

VIA U.S. MAIL (pleading only)
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Wilmington, DE 19801

Attorneys for Gordon Ramsay

Trustee for GR Burgr LLC


An employee of PISANELLI BICE PLLC



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Telephone: 312.862.2000

Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
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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.: XVI

Consolidated with A-17-760537-B

**ORDER DENYING MOTION TO AMEND
LLTQ/FERG DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS**

Date of Hearing: November 6, 2019

Time of Hearing: 9:00 a.m.

1 Defendants LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"),
2 FERG LLC ("FERG"), and FERG 16, LLC ("FERG 16") (collectively "LLTQ/FERG
3 Defendants") Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses, and
4 Counterclaims (the "Motion to Amend") came before the Court for hearing on November 6, 2019,
5 at 9:00 a.m. M. Magali Mercera, Esq., of the law firm PISANELLI BICE PLLC, appeared on
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7 Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars
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9 "Caesars"). Anthony DiRaimondo, Esq. of the law firm RICE REUTHER SULIVAN & CARROLLC,
10 LLP appeared on behalf of the LLTQ/FERG Defendants. Daniel Brooks, Esq., of SCAROLA
11 ZUBATOV SCHAFFZIN PLLC, appeared telephonically on behalf of the LLTQ/FERG Defendants.
12 Allen Wilt, Esq., of the law firm FENNEMORE CRAIG, appeared on behalf of Gordon Ramsay.

13 The Court having considered the Motion to Amend and the opposition thereto, as well as
14 argument of counsel presented at the hearing, and good cause appearing therefor,

15 THE COURT FINDS THAT, under Nevada law, "[t]he court should freely give leave [to
16 amend] when justice so requires." NRCP 15(a)(2). However, "[t]his does not . . . mean that a
17 trial judge may not, in a proper case, deny a motion to amend. If that were the intent, leave of
18 court would not be required." *Kantor v. Kantor*, 116 Nev. 886, 891, 8 P.3d 825, 828 (2000)
19 (quoting *Stephens v. So. Nev. Music Co.*, 89 Nev. 104, 105, 507 P.2d 138, 139 (1973)).

20 THE COURT FURTHER FINDS THAT, "[w]here a scheduling order has been entered,
21 the lenient standard under Rule 15(a), which provides leave to amend 'shall be freely given,' must
22 be balanced against the requirement under Rule 16(b) that the Court's scheduling order 'shall not
23 be modified except upon a showing of good cause.'" *Nutton v. Sunset Station, Inc.*, 131 Nev. 279,
24 285, 357 P.3d 966, 971 (Nev. App. 2015) (quoting *Grochowski v. Phoenix Constr.*, 318 F.3d 80,
25 86 (2d Cir.2003)). "Disregard of the [scheduling] order would undermine the court's ability to
26 control its docket, disrupt the agreed-upon course of the litigation, and reward the indolent and the
27 cavalier." *Id.* at 285-86, 357 P.3d at 971 (quoting *Johnson v. Mammoth Recreations, Inc.*, 975
28 F.2d 604, 610 (9th Cir.1992)).

1 THE COURT FURTHER FINDS THAT, the deadline to amend pleadings in this action
2 was February 4, 2019. Accordingly, the LLTQ/FERG Defendants had to demonstrate that good
3 cause exists to allow the amendment of their counterclaim after the deadline had expired.

4 THE COURT FURTHER FINDS THAT, the LLTQ/FERG Defendants have not met that
5 burden and have not demonstrated that good cause exists to permit amendment of their
6 counterclaim. The LLTQ/FERG Defendants were aware of the facts they sought to include in
7 their amended counterclaim before the deadline to amend expired and they delayed seeking leave
8 to amend their counterclaim.

9 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to
10 Amend is DENIED IN ITS ENTIRETY.

11 IT IS SO ORDERED.

12 DATED this 22nd day of November 2019.

13 
14 THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT
15 

15 Respectfully submitted by:

16 DATED November 21, 2019

17 PISANELLI BICE PLLC

18 
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