

CASE NO.

IN THE SUPREME COURT OF NEVADA

Electronically Filed
Jun 16 2021 04:10 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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; R SQUARED GLOBAL SOLUTIONS, LLC, DERIVATIVELY ON BEHALF OF DNT ACQUISITION LLC; GR BURGR, LLC; AND CRAIG GREEN

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 16

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**PETITIONER’S APPENDIX TO PETITION FOR EXTRAORDINARY
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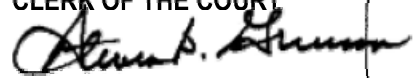
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Corporation d/b/a Caesars Atlantic City*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

FIRST AMENDED COMPLAINT

**(Exempt from Arbitration –
Declaratory Relief Requested)**

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Desert Palace Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), PHWLTV, LLC ("Planet Hollywood") and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Plaintiffs" or "Caesars") bring this Complaint against Rowen Seibel, Craig Green, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC (collectively, with LLTQ Enterprises, LLC, "LLTQ"), FERG, LLC, FERG 16, LLC (collectively, with FERG, LLC, "FERG"), Moti Partners, LLC, Moti Partners 16, LLC (collectively, with Moti Partners, LLC, "MOTI"), TPOV Enterprises, LLC, TPOV Enterprises 16, LLC (collectively, with TPOV Enterprises, LLC, "TPOV"), DNT Acquisition, LLC ("DNT"), and GR Burgr, LLC ("GRB," and collectively with LLTQ, FERG, MOTI, TPOV, and DNT, the "Seibel-Affiliated Entities") seeking declaratory relief as a result of Mr. Seibel's criminal activities and Defendants' failure to disclose those criminal activities to the Plaintiffs. Further, Caesars seeks damages relating to Mr. Seibel's and Mr. Green's conspiracy to obtain illegal kickbacks from vendors providing product to Caesars.

Caesars alleges as follows:

PRELIMINARY STATEMENT

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

1 2. Unbeknownst to Caesars, when the parties entered into each of the agreements,
2 Mr. Seibel was engaged in criminal conduct that rendered him "Unsuitable" under the terms of each
3 agreement. In 2004, Mr. Seibel began using foreign bank accounts to defraud the IRS. In 2009,
4 when Mr. Seibel was assuring Caesars that he had not been a party to a felony and there was nothing
5 "that would prevent him from being licensed by a gaming authority," he was submitting false
6 documentation to the IRS regarding his use of foreign bank accounts.

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

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

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

25 6. Nevertheless, Defendants are now claiming that Caesars wrongfully terminated
26 those agreements and either have initiated or indicated that they intend to initiate legal proceedings
27 relating to the termination of the agreements. Because there is an actual dispute among the parties,
28

1 Caesars brings this action for a declaratory judgment confirming that it was proper, in its sole and
2 exclusive judgment, to terminate each of the agreements with the Seibel-Affiliated Entities.

3 7. In addition, Caesars seeks a declaratory judgment that it has no current or future
4 obligations to Defendants. Certain defendants are seeking monetary relief from Caesars in three
5 different courts across the country related to the Seibel Agreements and have threatened to attempt
6 to force Caesars to include Mr. Seibel in other restaurant opportunities. Simply put, Caesars is not
7 required under the Seibel Agreements or otherwise to do business with a convicted felon. Indeed,
8 Mr. Seibel and the Seibel-Affiliated Entities concealed material facts from Caesars that they had a
9 duty to disclose regarding Mr. Seibel's wrongdoings. Mr. Seibel concealed these wrongdoings from
10 Caesars to avoid the termination of the Seibel Agreements. Had Caesars been aware of Mr. Seibel's
11 wrongdoings when the relationship first began, it would not have entered into the Seibel
12 Agreements. And, if Mr. Seibel had properly disclosed his wrongdoings, Caesars would not have
13 continued doing business with Mr. Seibel and would have terminated its relationship with
14 Mr. Seibel and his companies. Because Mr. Seibel and the Seibel-Affiliated Entities fraudulently
15 induced Caesars to enter into the Seibel Agreements and breached the Seibel Agreements by failing
16 to disclose material facts regarding Mr. Seibel's wrongdoings, Caesars owes no current or future
17 obligations to Defendants.

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

21 9. Additionally, during discovery in this litigation Caesars has uncovered evidence
22 demonstrating that Mr. Seibel, Mr. Green, and others were engaged in a scheme of commercial
23 bribery to obtain illegal kickbacks from Caesars' vendors.

24 10. In particular, Mr. Seibel received thousands of dollars from Caesars' vendors based
25 on total goods sold to Caesars without Caesars' knowledge. Upon information and believe, Mr.
26 Green, also received sums from Caesars' vendors based on total goods sold to Caesars without
27 Caesars' knowledge. Mr. Seibel and Mr. Green scheme was shrouded in secrecy and threats to
28 further their improper gains.

11. Accordingly, Caesars also brings claims of civil conspiracy, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and intentional interference with contractual relations against Mr. Seibel and Mr. Green personally.

PARTIES, JURISDICTION, AND VENUE

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

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

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

15. Plaintiff Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is a Delaware limited liability company that operates the Caesars Atlantic City Hotel and Casino. Caesars Atlantic City's principal place of business is 2100 Pacific Avenue, Atlantic City, New Jersey 08401.

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

17. Defendant Craig Green currently resides at 320 East 54th Street, Apartment 3A, New York, New York 10022. Mr. Green regularly travels to and conducts business in Nevada. Mr. Green has been the manager of Defendants TPOV, TPOV 16, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, and MOTI 16 since April 2016. Prior to April 2016, Mr. Green acted actively performed services on behalf of the Seibel-Affiliated Entities.

1 18. Defendant Moti Partners, LLC is a New York limited liability company located at
2 200 Central Park South, New York, New York 10019. In March 2009, Caesars Palace and
3 MOTI Partners, LLC entered into a Development, Operation, and License Agreement
4 (the "MOTI Agreement"). The MOTI Agreement relates to the design, development, construction,
5 and operation of the Serendipity restaurant in Las Vegas. The negotiations of the MOTI Agreement
6 occurred primarily in Nevada. The MOTI Agreement also was signed by the parties in Nevada,
7 and Mr. Seibel signed the MOTI Agreement on behalf of MOTI. The MOTI Agreement further
8 provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall
9 govern the validity, construction, performance and effect of [the MOTI Agreement]." The
10 MOTI Agreement likewise required (i) MOTI to provide "Development Services" during meetings
11 that "shall take place primarily in Las Vegas;" (ii) MOTI to provide "Menu Development Services"
12 during meetings that "shall take place primarily in Las Vegas;" and (iii) Mr. Seibel to provide
13 "Marketing Consulting Services" during meetings that "shall take place primarily in Las Vegas."

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

17 20. Defendant DNT Acquisition, LLC is a Delaware limited liability company located
18 at 200 Central Park South, 19th Floor, New York, New York 10019. In June 2011, Caesars Palace
19 and DNT entered into a Development, Operation, and License Agreement among
20 DNT Acquisition, LLC, The Original Homestead Restaurant, Inc., and Desert Palace, Inc.
21 ("DNT Agreement"). The DNT Agreement relates to the design, development, construction, and
22 operation of an Old Homestead restaurant in Las Vegas. The negotiations of the DNT Agreement
23 occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the
24 DNT Agreement on behalf of DNT. The DNT Agreement also provided that "[t]he laws of the
25 State of Nevada applicable to agreements made in that State shall govern the validity, construction,
26 performance, and effect of this Agreement." The DNT Agreement further required (i) DNT to
27 provide "Restaurant Development Services" that "shall take place in Las Vegas;" (ii) Mr. Seibel to
28

1 visit the restaurant one time each quarter for two consecutive nights; and (iii) Mr. Seibel to
2 participate in marketing consultations and meetings that "shall take place in Las Vegas."

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

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

20 23. Defendant LLTQ Enterprises, LLC is a Delaware limited liability company located
21 at 200 Central Park South, New York, New York 10019. In April 2012, Caesars Palace and LLTQ
22 entered into a Development and Operation Agreement between LLTQ Enterprises, LLC and
23 Desert Palace, Inc. ("LLTQ Agreement"). The LLTQ Agreement relates to the design,
24 development, construction, and operation of the Gordon Ramsay Pub restaurant in Las Vegas. The
25 negotiations of the LLTQ Agreement primarily occurred in Nevada and the agreement was signed
26 by the parties in Nevada. Mr. Seibel signed the LLTQ Agreement on behalf of LLTQ. The LLTQ
27 Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in
28 that State shall govern the validity, construction, performance and effect of this Agreement." The

1 LLTQ Agreement further required (i) LLTQ to provide "Restaurant Development Services" during
2 meetings that "shall take place in Las Vegas, Nevada;" (ii) Mr. Seibel to visit and attend the
3 restaurant one time each quarter for five consecutive nights; and (iii) Mr. Seibel to provide
4 operational consulting and advice and "meetings with respect to same [that] shall take place in
5 Las Vegas, Nevada."

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

9 25. Defendant GR Burgr, LLC is a Delaware limited liability company located at
10 200 Central Park South, 19th Floor, New York, New York 10019. In December 2012,
11 Planet Hollywood and GRB entered into a Development, Operation and License Agreement
12 Among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on behalf of
13 PHW Las Vegas, LLC DBA Planet Hollywood ("GRB Agreement"). The GRB Agreement relates
14 to the design, development, construction, and operation of the BURGR Gordon Ramsay restaurant
15 in Las Vegas. The negotiations of the GRB Agreement primarily occurred in Nevada and the
16 agreement was signed by the parties in Nevada. Mr. Seibel signed the GRB Agreement on behalf
17 of GRB. The GRB Agreement also provided that "[t]he laws of the State of Nevada applicable to
18 agreements made in that State shall govern the validity, construction, performance and effect of this
19 Agreement." The GRB Agreement further required GRB to provide "Restaurant Development
20 Services," and meetings with respect to same, that "shall take place in Las Vegas, Nevada." Caesars
21 is naming GRB as a defendant to the extent of Mr. Seibel's involvement with that entity.

22 26. Defendant FERG, LLC is a Delaware limited liability company located at
23 200 Central Park South, New York, New York 10019. In May 2014, CAC and FERG entered into
24 a Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation DBA Caesars
25 Atlantic City ("FERG Agreement"). The FERG Agreement relates to the design, development,
26 construction, and operation of the Gordon Ramsay Pub and Grill restaurant. The negotiations of
27 the FERG Agreement primarily occurred in Nevada and the agreement was signed by the parties in
28 Nevada. Mr. Seibel signed the FERG Agreement on behalf of FERG.

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

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

STATEMENT OF FACTS

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

(a) *The MOTI Agreement.*

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

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

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

32. As far as conduct, MOTI represented that "it shall conduct all of its obligations hereunder in accordance with the highest standards of honesty, integrity, quality and courtesy so as

1 to maintain and enhance the reputation and goodwill of Caesars, the Marks, the Hotel Casino, and
2 the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
3 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

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

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

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

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

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

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

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

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

21 **(b) The DNT Agreement.**

22 40. Like the MOTI Agreement, the DNT Agreement related to Caesars' efforts to
23 introduce a New York City restaurant—Old Homestead—at its Caesars Palace property. Unlike
24 the MOTI Agreement, however, the DNT Agreement involved a third-party unrelated to Mr. Seibel
25 (The Original Homestead Restaurant, Inc.; collectively, with DNT, the "DNT Parties"). As part of
26 the DNT Agreement, the Old Homestead Restaurant, Inc. licensed its intellectual property to
27 Caesars Palace (the "Old Homestead Marks").
28

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

6 42. The DNT Agreement contained a number of representations relating to the conduct
7 of the parties and their disclosure obligations.

8 43. First, the DNT Parties represented in the DNT Agreement that "they shall, and they
9 shall cause their Affiliates to, conduct themselves in accordance with the highest standards of
10 honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill
11 of Caesars, the Old Homestead Marks, the Old Homestead Materials, the Old Homestead System,
12 the Caesars Palace and the Restaurant and at all times in keeping with and not inconsistent with or
13 detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive,
14 first-class restaurant." The DNT Parties further agreed that they would "use commercially
15 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
16 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
17 standards are consistently maintained by all of them." Finally, the DNT Agreement provided that
18 "[a]ny failure by the DNT Parties, their affiliates or any of their respective agents, employees,
19 servants, contractors or licensees to maintain the standards described [above] shall, in addition to
20 any other rights or remedies Caesars may have, give Caesars the right to terminate [the DNT
21 Agreement] in its sole and absolute discretion."

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

26 45. The DNT Agreement provided Caesars with the ability to terminate the DNT
27 Agreement in its discretion if it determined that (i) DNT was not complying with its disclosure
28

obligations, or (ii) DNT or an Associated Party was an "Unsuitable Person." Specifically, the DNT Agreement provided:

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

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

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

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

48. As with the MOTI Agreement, the disclosure obligations under the DNT Agreement were not limited to the corporate entity DNT. Instead, DNT's obligations—both with respect to conduct and disclosure—applied to "DNT Associates," which included persons controlling DNT. Mr. Seibel, as the member-manager of DNT and the individual who signed the DNT Agreement, was a "DNT Associate." Thus, Mr. Seibel had an ongoing obligation to conduct himself with the

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

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

8 (c) *The TPOV Agreement.*

9 50. The TPOV Agreement related to Paris' plans to partner with celebrity chef Gordon
10 Ramsay to design and develop a restaurant in the Paris casino known as "Gordon Ramsay Steak."
11 The TPOV Agreement set forth the obligations of TPOV and Mr. Seibel to assist with the design,
12 development, construction, and operation of Gordon Ramsay Steak.

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

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

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

27 54. The TPOV Agreement provided Paris with the ability to terminate the TPOV
28 Agreement in its discretion if it determined that (i) TPOV was not complying with its disclosure

1 obligations, or (ii) TPOV or an Associated Party was an "Unsuitable Person." Specifically, the
2 TPOV Agreement provided:

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

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

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

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

23 57. The disclosure and conduct obligations under the TPOV Agreement were not limited
24 to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and
25 disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons
26 controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term
27 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates
28 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of

1 TPOV and the individual who signed the TPOV Agreement, was both a TPOV Affiliate and TPOV
2 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
3 standards of honesty, integrity, quality, and courtesy. And TPOV had an ongoing obligation to
4 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

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

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

16 *(d) The LLTQ Agreement.*

17 60. The LLTQ Agreement related to Caesars Palace's plans to partner with celebrity chef
18 Gordon Ramsay to license intellectual property that would be used in connection with a restaurant
19 in the Caesars Palace casino known as the Gordon Ramsay Pub. The LLTQ Agreement set forth
20 the obligations of LLTQ and Mr. Seibel to assist with the design, development, construction, and
21 operation of the Gordon Ramsay Pub.

22 61. The LLTQ Agreement contained a number of representations relating to the conduct
23 of the parties and their disclosure obligations.

24 62. First, LLTQ represented that "it shall and it shall cause its Affiliates to conduct
25 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
26 as to maintain and enhance the reputation and goodwill of Caesars, the Caesars Palace Las Vegas
27 and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
28 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

1 LLTQ further agreed that it would "use commercially reasonable efforts to continuously monitor
2 the performance of each of its and its Affiliates' respective agents, employees, servants, contractors
3 and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

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

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

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

21 65. Under the LLTQ Agreement, an "Unsuitable Person" was defined as follows:

22 Any Person (a) whose association with Caesars or its Affiliates could be anticipated
23 to result in a disciplinary action relating to, or the loss of, inability to reinstate or
24 failure to obtain, any registration, application or license or any other rights or
25 entitlements held or required to be held by Caesars or any of its Affiliates under any
26 United States, state, local or foreign laws, rules or regulations relating to gaming or
27 the sale of alcohol, (b) whose association or relationship with Caesars or its Affiliates
28 could be anticipated to violate any United States, state, local or foreign laws, rules or
regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
are subject, (c) who is or might be engaged or about to be engaged in any activity
which could adversely impact the business or reputation of Caesars or its Affiliates,
or (d) who is required to be licensed, registered, qualified or found suitable under any
United States, state, local, or foreign laws, rules or regulations relating to gaming or
the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,

1 qualified or found suitable, and such Person is not or does not remain so licensed,
2 registered, qualified or found suitable.

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

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

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

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

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

28 If Caesars elects under this Agreement to pursue any venture similar to (i) the
Restaurant (i.e., any venture generally in the nature of a pub, bar, café or tavern) or

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

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

(e) The GR Burgr Agreement.

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

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

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

1 failure by GRB or any of its respective Affiliates or any of their respective agents, employees,
2 servants, contractors or licensees to maintain the standards described in this [section] shall, in
3 addition to any other rights or remedies PH have, give PH the right to terminate this Agreement . . .
4 in its sole and absolute discretion."

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

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

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

22 77. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

23 Any Person (a) whose association with PH or its Affiliates could be anticipated to
24 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
25 to obtain, any registration, application or license or any other rights or entitlements
26 held or required to be held by PH or any of its Affiliates under any United States,
27 state, local or foreign laws, rules or regulations relating to gaming or the sale of
28 alcohol, (b) whose association or relationship with PH or its Affiliates could be
anticipated to violate any United States, state, local or foreign laws, rules or
regulations relating to gaming or the sale of alcohol to which PH or its Affiliates are
subject, (c) who is or might be engaged or about to be engaged in any activity which
could adversely impact the business or reputation of PH or its Affiliates, or (d) who
is required to be licensed, registered, qualified or found suitable under any United
States, state, local, or foreign laws, rules or regulations relating to gaming or the sale

1 of alcohol under which PH or any of its Affiliates is licensed, registered, qualified or
2 found suitable, and such Person is not or does not remain so licensed, registered,
qualified or found suitable.

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

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

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

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

25 *(f) The FERG Agreement*

26 82. As with the LLTQ Agreement, the FERG Agreement related to CAC's plans to
27 partner with Mr. Ramsay to license intellectual property that would be used in connection with a
28 restaurant in the CAC casino known as "Gordon Ramsay Pub and Grill." The FERG Agreement

1 set forth the obligations of FERG and Mr. Seibel to assist with the design, development,
2 construction, and operation of the Gordon Ramsay Pub and Grill.

3 83. The FERG Agreement contained a number of representations relating to the conduct
4 of the parties and their disclosure obligations.

5 84. First, FERG represented in the FERG Agreement that "it shall and it shall cause its
6 Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity,
7 quality and courtesy so as to maintain and enhance the reputation and goodwill of the CAC Marks
8 and materials, the GR Marks, CAC, and the Restaurant and at all times in keeping with and not
9 inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino
10 and an exclusive, first-class restaurant." FERG further agreed that it would "use commercially
11 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
12 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
13 standards are consistently maintained by all of them."

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

18 86. The FERG Agreement provided CAC with the ability to terminate the
19 FERG Agreement in its discretion if it determined that (i) FERG was not complying with its
20 disclosure obligations, or (ii) FERG or an Associated Party was an "Unsuitable Person."
21 Specifically, the FERG Agreement provided:

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

1 termination by CAC pursuant to this [section] shall not be subject to dispute by FERG
2 and shall not be the subject of any proceeding [in arbitration].

3 87. Under the FERG Agreement, an "Unsuitable Person" was defined as follows:

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

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

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

25 90. Because Mr. Seibel was specifically included as a FERG Associate, Caesars relied
26 upon his previous representations in the MOTI and DNT Business Information Forms that he had
27 not been a party to a felony in the last ten years and there was nothing in his past that would prevent
28

1 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
2 Information Forms constituted the prior written disclosures referenced in the FERG Agreement.

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

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

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

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

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

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

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

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

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

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

12 99. Mr. Seibel caused his Numbered UBS Account to be opened in 2004 with a
13 \$25,000 cash deposit made by his mother. Between 2004 and 2005, Mr. Seibel's mother deposited
14 cash and checks totaling approximately \$1,000,000 into Mr. Seibel's account, bringing to
15 \$1,011,279 the total deposits made into Mr. Seibel's Numbered UBS Account.

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

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

22 101. On or about May 30, 2008, Mr. Seibel traveled back to Switzerland and informed
23 UBS personnel that he wanted to close his Numbered UBS Account. Mr. Seibel explained he was
24 concerned about the existence of the account given recent press reports. Those press reports had
25 revealed various investigations commenced by United States law enforcement of UBS's role in
26 helping United States citizens evade federal income taxes by, among other things, using undeclared
27 foreign bank accounts at UBS.
28

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

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

8 103. On or about October 10, 2008, Mr. Seibel filed with the IRS a Form 1040 for
9 calendar year 2007. United States citizens and residents are obligated, on their Form 1040, to report
10 their income from any source, regardless of whether the source is inside or outside the United States.
11 Taxpayers who have a financial interest in, or signature authority over, a financial account in a
12 foreign country over a threshold amount also are required to file with the IRS a Report of Foreign
13 Bank and Financial Accounts, Form TD F 90-22.1 ("FBAR").

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

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

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

27 106. In March 2009, the IRS began the Voluntary Disclosure Program to provide an
28 opportunity for U.S. taxpayers, not already under investigation by the IRS, to avoid criminal

1 prosecution by disclosing their previously undeclared offshore accounts and paying tax and
2 penalties on the income earned in those accounts.

3 107. On or about October 15, 2009, Mr. Seibel signed and caused to be submitted to the
4 IRS an application to the Voluntary Disclosure Program (the "Application"). The Application,
5 drafted by Mr. Seibel's mother's attorney, stated that Mr. Seibel had been unaware, during the years
6 2004 and 2005, that his mother had made deposits into the Numbered UBS Account for Mr. Seibel's
7 benefit. It also stated Mr. Seibel had been unaware, until he made inquiries of UBS in 2009, of the
8 status of his account at UBS and had in fact over time reached "the conclusion that deposits [into
9 his Numbered UBS Account] had been stolen or otherwise disappeared."

10 108. These statements were false. As set forth above, Mr. Seibel was (i) at all times
11 knowledgeable about the Numbered UBS Account and had taken a role in the oversight of, and
12 transactions in, that account, and (ii) was aware as to the disposition of the funds from that account,
13 as Mr. Seibel traveled to Switzerland the year before to effect the closing of the Numbered UBS
14 Account and transfer of its funds into another foreign bank account at a different Swiss bank. Thus,
15 when Mr. Seibel signed and submitted the Application, he was lying to the United States
16 government.

17 109. At some point, the United States government began to investigate Mr. Seibel for his
18 criminal activities. On April 18, 2016, the United States Attorney filed an information charging
19 Mr. Seibel with corrupt endeavor to obstruct and impede the due administration of the Internal
20 Revenue Laws, 26 U.S.C. § 7212(a). That same day, Mr. Seibel pleaded guilty to one count of a
21 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws,
22 26 U.S.C. § 7212, a Class E Felony. Mr. Seibel stated that he was "pleading guilty because [he
23 was] in fact guilty," and admitted that on his IRS Form 1040 for the year 2008, he "corruptly
24 answer[ed] the question 'no' when [he] knew that answer was incorrect." Mr. Seibel's guilty plea
25 was the result of criminal conduct that began prior to Caesars entering into the Seibel Agreements.

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

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

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

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

(a) *Termination of the MOTI Agreement.*

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

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

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

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

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

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

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

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

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

20 115. In response to this letter, DNT failed to provide Caesars with sufficient evidence
21 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
22 purportedly assigned his rights and interests in DNT and the DNT Agreement, Caesars determined,
23 in its sole discretion—as it was entitled to do under the DNT Agreement—that DNT's relationship
24 was not subject to cure given Mr. Seibel's continued relationship with the principals and
25 representatives of DNT. As a result, the DNT Agreement was terminated.

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

27 116. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating
28 the TPOV agreement. Caesars explained the grounds for termination in its letter:

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

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

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

(d) Termination of the LLTQ Agreement.

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

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

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

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

(e) Termination of the GRB Agreement.

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

Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,

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

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

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

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

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

21 120. On September 2, 2016, counsel for Caesars Palace sent FERG a letter terminating
22 the FERG agreement. Caesars explained the grounds for termination in its letter:

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

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

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

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

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

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

We note that the proposed assignee [of the agreements] and its Associates have direct or indirect relationships with Rowen Seibel. Based on the Company's experiences with the Nevada Gaming Control Board and other gaming regulatory authorities which regulate the Company and its affiliates (collectively, "Gaming Regulatory Authorities"), the Company believes that such relationships with Mr. Seibel would be unacceptable to the Gaming Regulatory Authorities. Further the Company believes that a commercial relationship with the proposed assignee and its Associates, because of their relationships with Mr. Seibel, would also be unacceptable to the Gaming Regulatory Authorities. Lastly, we note that Mr. Seibel failed, through the applicable entity, to affirmatively update prior disclosures to the Company, which updated disclosure is required and bears directly on his suitability.

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

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

D. Legal Proceedings Involving Caesars and the Defendants.

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

123. In January 2015, Caesars Entertainment Operating Company, Inc. and a number of its subsidiaries and affiliates (including Caesars Palace and CAC) filed for bankruptcy protection under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern

1 Division. As part of that bankruptcy, Caesars Palace, CAC, FERG, LLTQ, and MOTI are involved
2 in several contested matters.

3 124. First, Caesars Palace filed a motion to reject the LLTQ and FERG Agreements.
4 Caesars Palace concluded that the costs of these two agreements outweighed any potential benefits
5 that Caesars Palace could realize by continuing to perform under the agreements. LLTQ and FERG
6 objected to Caesars Palace's motion to reject the LLTQ and FERG Agreements on the grounds that,
7 inter alia, (i) the LLTQ and FERG Agreements are integrated with the separate agreements that
8 Caesars Palace entered into with Gordon Ramsay, and (ii) Sections 13.22 and 4.1 are enforceable
9 restrictive covenants that prevent the rejection of the LLTQ and FERG agreements.

10 125. Second, LLTQ and FERG filed a motion for the payment of administrative expenses
11 relating to payments purportedly owed to LLTQ and FERG for operation of the relevant restaurants
12 after Caesars Palace filed for bankruptcy. Caesars Palace objected to this motion on the grounds
13 that LLTQ and FERG have not provided any post-petition benefit to Caesars Palace. Indeed, LLTQ
14 and FERG did not provide Caesars Palace with any services after Caesars Palace filed for
15 bankruptcy.

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

21 127. In connection with these three motions, the parties have conducted discovery on a
22 number of issues, including the suitability of LLTQ, FERG, and Mr. Seibel. And, as a defense to
23 LLTQ and FERG's motion for the payment of administrative defenses, Caesars Palace and CAC
24 have raised LLTQ and FERG's failure to disclose Mr. Seibel's criminal activities. Caesars Palace
25 and CAC contend that LLTQ and FERG's failure to do so constitutes fraudulent inducement and
26 breaches the LLTQ and FERG Agreements.

27 128. The contested matters in the bankruptcy court do not, however, directly implicate
28 Caesars' decision to terminate its agreements with the Seibel-Affiliated Entities. Instead, counsel

1 for LLTQ and FERG have stated in filings in the bankruptcy court that they intend to challenge the
2 propriety of the termination of the relevant agreements but do not believe that issue should be heard
3 by the bankruptcy court:

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

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

12 129. On January 11, 2017, Mr. Seibel, purportedly derivatively on behalf of GRB, filed
13 a complaint in the United States District Court for the District of Nevada naming Planet Hollywood
14 as a defendant. Mr. Seibel also filed a motion for a preliminary injunction enjoining
15 Planet Hollywood from (i) terminating the GRB Agreement or, alternatively, (ii) utilizing GRB's
16 intellectual property and operating a restaurant in the premises for the GR Burgr restaurant. This
17 action was dismissed from the federal court on jurisdictional grounds, and Mr. Seibel re-filed a
18 similar complaint and motion for preliminary injunction in the Eighth Judicial District Court in
19 Clark County, Nevada, Case No. A-17-751759 (Hon. Joe Hardy). The state court complaint
20 included counts for (i) breach of contract arising out of the termination of the GRB Agreement;
21 (ii) breach of the implied covenant of good faith and fair dealing relating to the termination of the
22 GRB Agreement on suitability grounds; (iii) unjust enrichment relating to Planet Hollywood's use
23 of GRB's intellectual property; (iv) civil conspiracy relating to the circumstances surrounding the
24 termination of the GRB Agreement; (v) specific performance requiring Planet Hollywood to pay
25 GRB; and (vi) declaratory relief establishing, inter alia, that Planet Hollywood must stop using the
26 GR intellectual property and compensate GR for the period of time it utilized GRB's intellectual
27 property.

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

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

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

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

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

1 **E. Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities Were Engaged in a**
2 **Kickback Scheme.**

3 134. In discovery in this litigation, Mr. Seibel and the Seibel-Affiliated Entities produced
4 documents demonstrating that he, Mr. Green, and various Seibel-Affiliated Entities solicited and
5 accepted payments from Caesars' vendors for products those vendors sold to Caesars. Specifically,
6 Mr. Green, Mr. Seibel, and the Seibel-Affiliated Entities on one hand and certain Caesars vendors
7 on the other, including, but not limited to Innis & Gunn and Pat LaFrieda Meat Purveyors
8 ("LaFrieda") entered into an agreement whereby Innis & Gunn and LaFrieda would pay a
9 percentage to Mr. Green, Mr. Seibel, and/or the Seibel-Affiliated Entities for product Caesars
10 purchased for the various restaurants.

11 135. This scheme was entered into with Innis & Gunn and LaFrieda without Caesars'
12 knowledge.

13 136. The structure of the scheme was such that the Seibel-Affiliated Entities would
14 receive a kickback from vendors based on the volume of goods sold to Caesars.

15 137. The kickbacks were set-up to be paid to other entities owned by Mr. Seibel
16 including, but not limited to, BR 23 Venture, LLC and Future Star Hospitality Consulting, LLC.

17 138. In exchange for the kickbacks, Mr. Green, acting on behalf of Mr. Seibel, promised
18 the vendors that they would become "preferred vendors." If vendors were unwilling to pay the
19 kickbacks, Mr. Green would threaten to pull the vendors' products from the Caesars' restaurants.

20 139. In particular, acting on behalf of Mr. Seibel, Mr. Green coerced a representative of
21 Innis & Gunn to establish a 15% retroactive kickback on each keg of beer sold to certain Caesars'
22 restaurants.

23 140. After advocating to Caesars for the use of LaFrieda as a vendor, Mr. Seibel admitted
24 to secretly receiving a percentage, approximately 5%, of LaFrieda's sales to Caesars' restaurants.

25 141. Caesars was unaware of, never consented to, and never would have consented to,
26 this scheme. Further, Caesars never received any amount of the money paid to Mr. Seibel or his
27 entities.
28

143. Mr. Green was also involved in the secret and wrongful solicitation of kickbacks from Newcastle Brown Ale ("Newcastle"), proposing to grow Newcastle within the Caesars restaurants in exchange for a 15% kickback of the total order. Unbeknownst to Caesars, Mr. Green directed agents to threaten to pull product if the vendors were not willing to pay the kickback.

144. These and other acts by Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities representatives demonstrate a conspiratorial scheme to engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars.

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

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

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

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

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

conviction and his criminal activities that led to his conviction. Caesars therefore seeks a declaration that the Seibel Agreements were properly terminated.

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

COUNT II

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

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

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

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

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

154. First, the express language of the Seibel Agreements states that Caesars has no future obligations to the Seibel-Affiliated Entities where, as here, termination is based on suitability or non-disclosure grounds. For example, the MOTI Agreement provides that "[a]ny termination by Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party to this Agreement" Similarly, all of the Seibel Agreements state that termination based on unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any future obligations.

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

13 156. Caesars reasonably relied on Defendants' representations when deciding to enter into
14 each agreement with the Seibel-Affiliated Entities. Specifically, Caesars relied on the following
15 representations:

- 16 • The MOTI and DNT Business Information Forms;
- 17 • Sections 8.1, 9.1, and 9.2 of the MOTI Agreement;
- 18 • Sections 10.2, 11.1, and 11.2 of the DNT Agreement;
- 19 • Sections 9.2, 10.1, and 10.2 of the TPOV Agreement;
- 20 • Sections 9.2, 10.1, and 10.2 of the LLTQ Agreement;
- 21 • Sections 10.3, 11.1, and 11.2 of the GRB Agreement; and
- 22 • Sections 10.2, 11.1, and 11.2 of the FERG Agreement.

23 157. Mr. Seibel and the Seibel-Affiliated Entities knew that these representations were
24 false when made. The fraudulent inducement of Mr. Seibel and the Seibel-Affiliated Entities
25 permits Caesars to rescind the Seibel Agreements and thereby avoid future obligations to Mr. Seibel
26 or the Seibel-Affiliated Entities.

27 158. Third, the Seibel-Affiliated Entities repeatedly breached the Seibel Agreements
28 when they failed to update their prior disclosures to reflect Mr. Seibel's illegal activities. Because

1 the Seibel-Affiliated Entities breached the Seibel Agreements, Caesars is no longer required to
2 perform under the Seibel Agreement.

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

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

9 **COUNT III**

10 **(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do** 11 **Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and** 12 **Gordon Ramsay)**

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

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

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

23 164. Section 13.22 of the LLTQ Agreement is unenforceable as a matter of law because
24 (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a
25 business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable
26 Persons; and (c) Section 13.22 is overly broad, indefinite, vague, and ambiguous.

27 165. Section 13.22 is overly broad and indefinite because it does not contain any
28 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
Section 13.22 could apply to future ventures between any Caesars affiliate and Mr. Ramsay located

1 anywhere in world. It could also apply to future ventures between any Caesars affiliate and
2 Mr. Ramsay entered into 40 years after LLTQ and Caesars Palace entered into the LLTQ
3 Agreement. Under Nevada law, the lack of any geographic or temporal restrictions render the
4 restrictive covenant in Section 13.22 unenforceable.

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

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

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

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

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

5 **COUNT IV**
6 **(Civil Conspiracy Against Mr. Seibel and Mr. Green)**

7 171. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
8 in the preceding Paragraphs as though fully set forth herein.

9 172. Mr. Seibel and Mr. Green knowingly acted in concert with vendors, including, but
10 not limited to, intending to accomplish an unlawful objective for the purpose of harming Caesars.

11 173. Specifically, Mr. Seibel and Mr. Green conspired to engage in commercial bribery
12 and extortion to obtain kickbacks from Caesars' vendors, for the purpose of interfering with the
13 Agreements at an economic loss to Caesars and for Defendants' own benefit.

14 174. Mr. Seibel and Mr. Green understood that the benefit would adversely influence the
15 vendors' conduct as it relates to Caesars' commercial affairs.

16 175. As a direct and proximate result of Mr. Seibel's and Mr. Green's acts and omissions,
17 Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in
18 any event in excess of \$15,000.00.

19 176. As a result of Mr. Seibel's and Mr. Green's conduct, Caesars has been forced to retain
20 the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
21 entitled to all of its attorneys' fees and costs associated with bringing this action.

22 **COUNT V**
23 **(Breaches of Implied Covenants of Good Faith and Fair Dealing Against MOTI, DNT,**
24 **TPOV, LLTQ, GR BURGR, and FERG)**

25 177. Caesars hereby repeats and re-alleges each of the above Paragraphs as though fully
26 set forth herein.

27 178. The MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG Agreements constituted
28 valid, binding, and enforceable contracts between Defendants and Caesars.

COUNT VI

(Unjust Enrichment Against Mr. Seibel & Mr. Green)

19 184. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
20 in the preceding Paragraphs as though fully set forth herein.

21 185. By contracting with certain vendors, Caesars unknowingly conferred benefits upon
22 Mr. Green and Mr. Seibel, including, but not limited to, establishing relationships from which they
23 received kickbacks based on the amount of goods sold to Caesars.

24 186. Mr. Green and Mr. Seibel accepted, appreciated, and retained those benefits.

25 187. Mr. Green and Mr. Seibel have not compensated Caesars for the benefits Caesars
26 conferred.

188. It would be unjust, unfair, and inequitable for Mr. Green and Mr. Seibel to be permitted to retain the benefits of Caesars' relationships with vendors.

189. As a direct and proximate result of Mr. Green's and Mr. Seibel's acts and omissions, Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$15,000.00.

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

COUNT VII

(Intentional Interference with Contractual Relations Against Rowen Seibel and Craig Green)

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

192. The MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG Agreements were valid and binding agreements between Caesars and Defendants, granting Caesars valuable rights, including the right to share in all revenues arising from the various contracted restaurants.

193. Mr. Green and Mr. Seibel knew of the Agreements between Caesars and the Defendants, and of the exclusive rights the Agreements granted to Caesars.

194. Mr. Green's and Mr. Seibel's actions were intended or designed to disrupt the Agreements and Caesars' valuable rights under it, and caused an actual interference and disruption of the Agreements.

195. Mr. Green's and Mr. Seibel's conduct is in no way privileged or justified.

196. Through their tortious conduct, the Mr. Green and Mr. Seibel disrupted performance of the Agreements and injured Caesars, including by diverting money and/or preventing Caesars from obtaining product at lesser costs to its detriment.

197. As a direct and proximate result of the acts and omissions of Mr. Green and Mr. Seibel, Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$15,000.00.

(Fraudulent Concealment Against Rowen Seibel and Craig Green)

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

200. Mr. Seibel and Mr. Green concealed material facts from Caesars, including, but not limited to, that they were secretly and wrongfully soliciting and obtaining kickbacks from Caesars' vendors.

201. Mr. Seibel and Mr. Green had a duty to disclose these wrongdoings to Caesars.

202. Mr. Seibel and Mr. Green intentionally concealed these wrongdoings to adversely influence the vendors' conduct as it relates to Caesars' commercial affairs.

203. Caesars was unaware of Mr. Seibel's and Mr. Green's wrongful conduct until discovery in this litigation.

204. Had Caesars been aware of Mr. Seibel's and Mr. Green's conduct it would not have continued doing business with them or any of their affiliated entities.

205. As a direct and proximate result of Mr. Seibel's and Mr. Green's acts and omissions, Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$15,000.00.

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

WHEREFORE, Caesars respectfully prays for judgment as follows:

(a) That judgment be entered in favor of Plaintiffs and against Defendants on all of Plaintiffs' claims;

- (b) For an award of damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), to be determined upon proof at trial, against Defendants;
- (c) For punitive damages in an amount to be determined at trial;
- (d) For an award of pre- and post-judgment interest until the judgment is paid in full;
- (e) Declaratory Relief as requested herein;
- (f) Equitable relief;
- (g) Reasonable attorneys' fees and costs; and
- (h) Any additional relief this Court may deem just and proper.

DATED this 11th day of March 2020.

PISANELLI BICE PLLC

By: 

James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq. Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

and

Jeffrey J. Zeiger, P.C., Esq. (*admitted pro hac vice*)
William E. Arnault, IV, Esq. (*admitted pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

*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 11th day of March 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **FIRST AMENDED COMPLAINT** to the following:

John R. Bailey, Esq.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302

*Attorneys for Rowen Seibel, Moti Partners,
LLC, Moti Partner 16, LLC, LLTQ Enterprises,
LLC, LLTQ Enterprises 16, LLC, TPOV
Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC*

John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
300 East 2nd Street, Suite 1510
Reno, NV 89501

Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
Lawrence J. Sharon, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

Mark J. Connot, Esq.
Kevin M. Sutehall, Esq.
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135

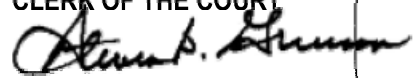
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

VIA U.S. MAIL (pleading only)
Kurt Heyman, Esq.
HEYMAN ENERIO GATTUSO &
HIRZEL LLP
300 Delaware Ave., Suite 200
Wilmington, DE 19801

Trustee for GR Burgr LLC


An employee of PISANELLI BICE PLLC

TAB 44



James J. Pisanelli, Esq., Bar No. 4027
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Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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


ACCEPTANCE OF SERVICE

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I, Joshua P. Gilmore, of the law firm of BAILEY KENNEDY, do hereby accept service of the Summons and First Amended Complaint on behalf of Craig Green in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the same manner as if Mr. Green had been personally served pursuant to NRCP 4. This Acceptance of Service shall not operate to waive, release, compromise or prejudice any rights, defenses, arguments or claims Mr. Green may have concerning the ability of this Court to assert personal jurisdiction over him. This Acceptance of Service is intended solely to satisfy obligations under NRCP 4.

ACCEPTED this 17th day of March 2020.

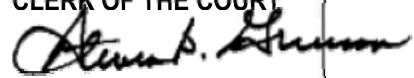
BAILEY KENNEDY

By: 

John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
Stephanie J. Glantz, Esq., Bar No. 14878
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302

*Attorneys for Defendants 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 Craig Green*

TAB 45



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
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Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
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300 North LaSalle
Chicago, Illinois 60654
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

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

ACCEPTANCE OF SERVICE

1 I, Alan M. Lebensfeld, of the law firm of LEBENSFELD SHARON &
2 SCHWARTZ, P.C., do hereby accept service of the First Amended Complaint on behalf of DNT
3 Acquisition, LLC ("DNT") in the above-entitled action. This Acceptance of Service shall have
4 the same effect and shall operate in the same manner as if DNT had been personally served
5 pursuant to NRCP 4. This Acceptance of Service shall not operate to waive, release,
6 compromise or prejudice any rights, defenses, arguments or claims DNT may have concerning
7 the ability of this Court to assert personal jurisdiction over it. This Acceptance of Service is
8 intended solely to satisfy obligations under NRCP 4.

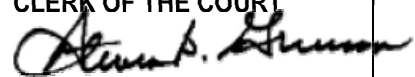
9 ACCEPTED this 17th day of March 2020.

10 LEBENSFELD SHARON & SCHWARTZ, P.C.

11 By: 

12 Alan Lebensfeld, Esq.
13 Lawrence J. Sharon, Esq.
14 140 Broad Street
15 Red Bank, NJ 07701
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TAB 46



James J. Pisanelli, Esq., Bar No. 4027
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Debra L. Spinelli, Esq., Bar No. 9695
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Brittanie T. Watkins, Esq., Bar No. 13612
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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
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.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING MOTION TO SEAL
EXHIBIT 23 TO CAESARS' REPLY IN
SUPPORT OF ITS MOTION FOR LEAVE
TO FILE FIRST AMENDED
COMPLAINT**

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint* (the "Motion to Seal"), filed on February 5, 2020, came before this Court for hearing on March 18, 2020. M. Magali Mercera, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC ("MOTI 16"). John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay.

Upon review of the papers and pleadings on file in this matter, as proper service of the Motion has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint contains commercially sensitive information creating a compelling interest in protecting the filing and information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

DATED this 13 day of April 2020.


THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT

CG

Respectfully submitted by:

DATED April 8 2020

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittnie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

and

Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
William E. Arnault, IV, Esq.
(admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

*Attorneys for Desert Palace, Inc.; Paris Las Vegas Operating
Company, LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

Approved as to form and content by:

DATED April 8, 2020

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert
John Tennert, Esq. (SBN 11728)
300 East 2nd Street, Suite 1510
Reno, NV 89501

Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED April 8, 2020

BAILEY ♦ KENNEDY

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
Stephanie J. Glantz (SBN 14878)

8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

*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; and TPOV Enterprises 16,
LLC*

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Friday, April 3, 2020 11:58 AM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Magali, this order is acceptable. Please apply my e-signature. Thanks,

John D. Tennert III, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
T: 775.788.2212 | F: 775.788.2213
jtennert@fclaw.com | [View Bio](#)

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, April 3, 2020 12:59 PM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; TENNERT, JOHN
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

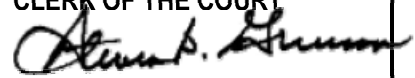
Hi Magali,

You may apply my e-signature to the Order Granting Motion to Seal as well.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
(702) 562-8820 (Main)
(702) 789-4552 (Direct)
(702) 301-2725 (Cell)
(702) 562-8821 (Fax)
PWilliams@BaileyKennedy.com

TAB 47



ARJT

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,)

Case No. A-17-751759-B
Dept No. XVI

Plaintiff,)

-vs-)

CONSOLIDATED WITH
Case No.: A-17-760537-B

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)

**5th AMENDED ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
AMENDED DISCOVERY SCHEDULING ORDER CALL**

Pursuant to the Stipulation to Stay Discovery and Order to Extend Discovery Deadlines
Following Stay (Seventh Request), the Discovery Deadlines and Trial dates are hereby
amended as follows:

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Motions to amend pleadings or add parties

Closed

1	Close of Fact Discovery	July 21, 2020
2	Designation of experts pursuant to NRCP 16.1(a)(2)	August 20, 2020
3	Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	September 21, 2020
4	Discovery Cut Off	October 21, 2020
5	Dispositive Motions	November 20, 2020
6	Motions in Limine	December 7, 2020

8 **IT IS HEREBY ORDERED THAT:**

9 A. The above entitled case is set to be tried to a jury on a **five week stack** to begin
 10 **January 19, 2021 at 1:30 p.m.**

11 B. Pre-Trial Conference/Calendar Call will be held on **January 7, 2021 at 10:30 a.m.**

12 C. Parties are to appear on **November 4, 2020 at 9:00a.m.**, for a Status Check re Trial
 13 Readiness.

14 D. The Pre-Trial Memorandum must be filed no later than **January 5, 2021**, with a
 15 courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person)
 16 **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include
 17 in the Memorandum an identification of orders on all motions in limine or motions for partial
 18 summary judgment previously made, a summary of any anticipated legal issues remaining, a brief
 19 summary of the opinions to be offered by any witness to be called to offer opinion testimony as well
 20 as any objections to the opinion testimony.

21 E. All motions in limine to exclude or admit evidence must be in writing and filed no
 22 later than **December 7, 2020. Orders shortening time will not be signed except in extreme**
 23 **emergencies.**

24 F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P.

1 16.1(a)(3) must be made at least 30 days before trial.

2 G. All original depositions anticipated to be used in any manner during the trial
3 must be delivered to the clerk prior to the firm trial date given at Calendar Call. If
4 deposition testimony is anticipated to be used in lieu of live testimony, a designation (by
5 page/line citation) of the portions of the testimony to be offered must be filed and served by
6 facsimile or hand, two (2) judicial days prior to the firm trial date. Any objections or
7 counterdesignations (by page/line citation) of testimony must be filed and served by
8 facsimile or hand, one (1) judicial day prior to the firm trial date. Counsel shall advise the
9 clerk prior to publication.
10

11
12 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
13 exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched placed in three
14 ring binders along with the exhibit list. The sets must be delivered to the clerk two days prior to the
15 firm trial date. Any demonstrative exhibits including exemplars anticipated to be used must be
16 disclosed prior to the calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
17 make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties,
18 demonstrative exhibits are marked for identification but not admitted into evidence.
19

20 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
21 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
22 make specific objections to items to be included in the Jury Notebook.
23

24 J. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
25 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
26 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
27
28

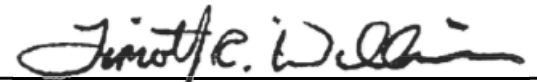
1 set of jury instructions and proposed form of verdict along with any additional proposed jury
2 instructions with an electronic copy in Word format.

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
13 Counsel is required to advise the Court immediately when the case settles or is otherwise
14 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate
15 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A
16 copy should be given to Chambers.

17 DATED: April 17, 2020.

18
19 
20 Timothy C. Williams, District Court Judge

21
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26 ...
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28 ...

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:

William E Arnault	warnault@kirkland.com
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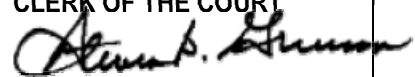
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/s/ Lynn Berkheimer

Lynn Berkheimer, Judicial Executive Assistant

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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.: XV

Consolidated with A-17-760537-B

**ORDER DENYING, WITHOUT
PREJUDICE, ROWEN SEIBEL, THE
DEVELOPMENT ENTITIES, AND CRAIG
GREEN'S MOTION TO DISMISS
COUNTS IV, V, VI, VII, AND VIII OF
CAESARS' FIRST AMENDED
COMPLAINT**

AND ALL RELATED MATTERS

Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), and R Squared Global Solutions, LLC, Derivatively on Behalf of DNT Acquisition, LLC's ("DNT") *Motion to Dismiss Counts IV, V, VI, VII, And VIII of Caesars' First Amended Complaint* (the "Motion to Dismiss"), filed on April 8, 2020, came before this Court for hearing on May 20, 2020. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittne Watkins, Esq., of PISANELLI BICE PLLC, appeared telephonically on behalf of Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC, and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively "Caesars"). John R. Bailey, Esq., Joshua P. Gilmore, Esq., and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Seibel, Green, TPOV, TPOV 16, LLTQ, LLTQ 16, MOTI, MOTI 16, FERG, FERG 16, and DNT. John Tennert, Esq., of FENNEMORE CRAIG, PC, appeared telephonically on behalf of Gordon Ramsay.

The Court having considered the Motion to Dismiss and the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS that a "complaint should be dismissed only if it appears beyond a doubt that it could prove no set of facts, which, if true, would entitle it to relief." *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008). Further, in ruling upon the Motion to Dismiss, the Court "must construe the pleading liberally and draw every fair intendment in favor of" Caesars. *See Brown v. Kellar*, 97 Nev. 582, 583, 636 P.2d 874, 874 (1981).

THE COURT FURTHER FINDS that Caesars' First Amended Complaint withstands a Rule 12(b)(5) challenge and may proceed.

///

///

1 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
2 Motion to Dismiss shall be, and hereby is, DENIED.

3 IT IS SO ORDERED.

4 DATED this 29th day of May 2020.

5
6 
7 THE HONORABLE TIMOTHY C. WILLIAMS
8 EIGHTH JUDICIAL DISTRICT COURT CG

8 Respectfully submitted by:

9 DATED May 28, 2020

10 PISANELLI BICE PLLC

11
12 By: /s/ M. Magali Mercera
13 James J. Pisanelli, Esq., Bar No. 4027
14 Debra L. Spinelli, Esq., Bar No. 9695
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16 Brittanie T. Watkins, Esq., Bar No. 13612
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16 and

17 Jeffrey J. Zeiger, P.C., Esq.
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23 Chicago, IL 60654

24 *Attorneys for Plaintiffs Desert Palace, Inc.; Paris Las Vegas Operating*
25 *Company, LLC; PHWLV, LLC; and Boardwalk Regency*
26 *Corporation d/b/a Caesars Atlantic City*
27
28

Approved as to form and content by:

DATED May 27, 2020

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Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED May 27, 2020

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TPOV Enterprises, LLC,
TPOV Enterprises 16, LLC,
FERG, LLC, FERG 16, LLC. Craig Green,
and R Squared Global Solutions, LLC,
Derivatively on Behalf of DNT Acquisition,
LLC*

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, May 27, 2020 9:12 PM
To: Magali Mercera; John Bailey; Paul Williams; Susan Russo; jtennert@fclaw.com; Stephanie Glantz
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Zeiger, Jeffrey J.; Arnault, Bill (warnault@kirkland.com)
Subject: RE: Desert Palace v. Seibel: Order Denying Motion to Dismiss

CAUTION: External Email

Yes, you may affix my e-signature. Thanks. Josh

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8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 789-4547 (direct) | JGilmore@BaileyKennedy.com
www.BaileyKennedy.com

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Wednesday, May 27, 2020 5:53 PM
To: Magali Mercera; Joshua Gilmore; John Bailey; Paul Williams; Susan Russo; Stephanie Glantz
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Zeiger, Jeffrey J.; Arnault, Bill (warnault@kirkland.com)
Subject: RE: Desert Palace v. Seibel: Order Denying Motion to Dismiss

CAUTION: External Email

Please apply by e-signature. Thanks,

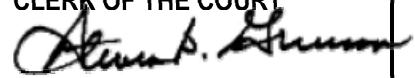
John D. Tennert III, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
T: 775.788.2212 | F: 775.788.2213
jtennert@fclaw.com | [View Bio](#)



TAB 49



ARJT

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,)

Case No. A-17-751759-B
Dept No. XVI

Plaintiff,)

-vs-)

CONSOLIDATED WITH
Case No.: A-17-760537-B

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)

**6th AMENDED ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
AMENDED DISCOVERY SCHEDULING ORDER CALL**

Pursuant to the June 10, 2020 hearing on Craig Green's Motion to Extend Discovery
Deadlines on OST, the Discovery Deadlines and Trial dates are hereby amended as follows:

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Motions to amend pleadings or add parties

Closed

Close of Fact Discovery

Closed

Designation of experts pursuant to NRCP 16.1(a)(2)	Closed
Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	Closed
Discovery Cut Off	October 19, 2020
Dispositive Motions	November 18, 2020
Motions in Limine	January 4, 2021

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set to be tried to a jury on a **five week stack** to begin **February 22, 2021 at 9:30 a.m.**

B. Pre-Trial Conference/Calendar Call will be held on **February 11, 2021 at 10:30 a.m.**

C. Parties are to appear on **November 4, 2020 at 9:00a.m.**, for a Status Check re Trial Readiness.

D. The Pre-Trial Memorandum must be filed no later than **Febarury 18, 2021**, with a courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person) **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

E. All motions in limine to exclude or admit evidence must be in writing and filed no later than **January 4, 2021. Orders shortening time will not be signed except in extreme emergencies.**

F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at least 30 days before trial.

1 G. All original depositions anticipated to be used in any manner during the trial
2 must be delivered to the clerk prior to the firm trial date given at Calendar Call. If
3 deposition testimony is anticipated to be used in lieu of live testimony, a designation (by
4 page/line citation) of the portions of the testimony to be offered must be filed and served by
5 facsimile or hand, two (2) judicial days prior to the firm trial date. Any objections or
6 counterdesignations (by page/line citation) of testimony must be filed and served by
7 facsimile or hand, one (1) judicial day prior to the firm trial date. Counsel shall advise the
8 clerk prior to publication.
9
10

11 H. 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

19 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
20 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
21 make specific objections to items to be included in the Jury Notebook.
22

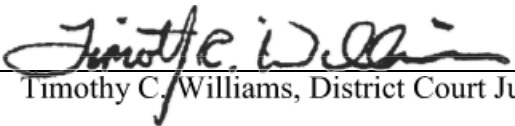
23 J. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
24 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
25 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
26 set of jury instructions and proposed form of verdict along with any additional proposed jury
27 instructions with an electronic copy in Word format.
28

1 Failure of the designated trial attorney or any party appearing in proper person to
2 appear for any court appearances or to comply with this Order shall result in any of the
3 following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation
4 of trial date; and/or any other appropriate remedy or sanction.

5 *Counsel is asked to notify the Court Reporter at least two (2) weeks in advance if they are*
6 *going to require daily copies of the transcripts of this trial or real time court reporting. Failure to*
7 *do so may result in a delay in the production of the transcripts or the availability of real time court*
8 *reporting.*

9
10 Counsel is required to advise the Court immediately when the case settles or is otherwise
11 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate
12 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A
13 copy should be given to Chambers.

14
15 DATED: June 18, 2020.

16
17 
18 Timothy C. Williams, District Court Judge
19
20
21
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25 ...

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27 ...

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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Diana Barton .	db@pisanellibice.com
Lisa Anne Heller .	lah@cmlawnv.com
Matt Wolf .	mcw@cmlawnv.com
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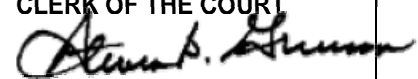
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Lynn Berkheimer, Judicial Executive Assistant

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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
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.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING MOTION TO
REDACT CAESARS' OPPOSITION TO
ROWEN SEIBEL, THE DEVELOPMENT
ENTITIES, AND CRAIG GREEN'S
MOTION TO DISMISS COUNTS IV, V,
VI, VII, AND VIII OF CAESARS' FIRST
AMENDED COMPLAINT AND SEAL
EXHIBIT 2 THERETO**

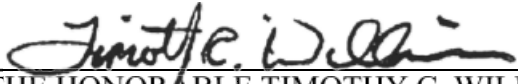
PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Redact Caesars' Opposition to Rowen Seibel, the Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint and Seal Exhibit 2 Thereto* (the "Motion to Seal"), filed on April 22, 2020, came before this Court for hearing on June 10, 2020. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. John R. Bailey, Esq., Joshua P. Gilmore, Esq., and Paul Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), and R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition, LLC ("DNT"). John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay. Aaron D. Lovaas, Esq. of the law firm NEWMAYER & DILLION LLP, appeared telephonically on behalf of GR Burgr, LLC.

Upon review of the papers and pleadings on file in this matter, as proper service of the Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibit 2 to Caesars' Opposition to Rowen Seibel, the Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint contains commercially sensitive information creating a compelling interest in protecting the filing and information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

1 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal
2 shall be, and hereby is, GRANTED.

3 IT IS SO ORDERED.

4 DATED this 19th day of June 2020.

5
6 
7 THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT

8 CG

9 Respectfully submitted by:

Approved as to form and content by:

10 DATED June 16, 2020

DATED June 16, 2020

11 PISANELLI BICE PLLC

FENNEMORE CRAIG, P.C.

12 By: /s/ M. Magali Mercera
13 James J. Pisanelli, Esq., Bar No. 4027
14 Debra L. Spinelli, Esq., Bar No. 9695
15 M. Magali Mercera, Esq., Bar No. 11742
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22 *Paris Las Vegas Operating*
23 *Company, LLC; PHWLTV, LLC; and*
24 *Boardwalk Regency*
Corporation d/b/a Caesars Atlantic City

Approved as to form and content by:

DATED June 16, 2020

BAILEY ♦ KENNEDY

By: /s/ Paul C. Williams

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FERG, LLC, and FERG 16, LLC; and R
Squared Global Solutions, LLC, Derivatively on
Behalf of DNT Acquisition, LLC*

From: Paul Williams <PWilliams@baileykennedy.com>

Sent: Tuesday, June 16, 2020 2:58 PM

To: Magali Mercera

Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Stephanie Glantz;
John Bailey; jtennert@fclaw.com; Aaron.Lovaas@ndlf.com; Brittanie T. Watkins; Cinda C. Towne

Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Redact

CAUTION: External Email

Hi Magali,

You may affix my electronic signature to the order.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
(702) 562-8820 (Main)
(702) 789-4552 (Direct)
(702) 301-2725 (Cell)
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PWilliams@BaileyKennedy.com

Approved as to form and content by:

DATED June 16, 2020

NEWMAYER & DILLION LLP

By: /a/ Aaron D. Lovaas

Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Tuesday, June 16, 2020 3:03 PM
To: Magali Mercera; Joshua Gilmore; Paul Williams; Stephanie Glantz; John Bailey; Aaron.Lovaas@ndlf.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittne T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Redact

CAUTION: External Email

Magali, you may add my e-signature. Thanks, John

John D. Tennert III, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
T: 775.788.2212 | F: 775.788.2213
jtennert@fclaw.com | [View Bio](#)



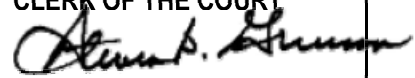
From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Tuesday, June 16, 2020 3:02 PM
To: Magali Mercera; Joshua Gilmore; Paul Williams; Stephanie Glantz; John Bailey; jtennert@fclaw.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittne T. Watkins; Cinda C. Towne
Subject: RE: [EXTERNAL]:Desert Palace v. Seibel: Order Granting Motion to Redact

CAUTION: External Email

You may affix my electronic signature. Thanks.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillon LLP](#)

TAB 51



ANSBU

AARON D. LOVAAS, ESQ. SBN 5701
NEWMYER & DILLION LLP
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Las Vegas, Nevada 89169
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Aaron.Lovaas@ndlf.com

Attorneys for Nominal Plaintiff
GR BURGR, 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,

vs.

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 CLAIMS.

CASE NO.: A-17-751759-B
DEPT. NO.: XVI

Consolidated with A-17-760537-B

**NOMINAL PLAINTIFF, GR BURGR, LLC's
ANSWER TO FIRST AMENDED
COMPLAINT**

NOMINAL PLAINTIFF, GR BURGR LLC, ("GRB,"), by and through its attorneys of
record, Aaron D. Lovaas, Esq. of the law firm of NEWMYER & DILLION LLP, hereby
answers the First Amended Complaint of DESERT PALACE, INC.; PARIS LAS VEGAS
OPERATING COMPANY, LLC; PHWLTV, LLC; and BOARDWALK REGENCY
CORPORATION dba CAESARS ATLANTIC CITY, ("Caesars") as follows:

PRELIMINARY STATEMENT

1
2 1. The answering Nominal Plaintiff, GRB, answering paragraph 1 of the First
3 Amended Complaint, is presently without sufficient information to form a belief as to the
4 truth of the allegations contained within this paragraph and therefore denies the same. As
5 to allegations regarding the various terms and requirements of the referenced "six
6 agreements," GRB affirmatively alleges that said agreements speak for themselves.

7 2. The answering Nominal Plaintiff, GRB, answering paragraph 2 of the First
8 Amended Complaint, is presently without sufficient information to form a belief as to the
9 truth of the allegations contained within this paragraph and therefore denies the same.

10 3. This answering Nominal Plaintiff, GRB, answering paragraph 3 of the First
11 Amended Complaint, is presently without sufficient information to form a belief as to the
12 truth of the allegations contained within this paragraph and therefore denies the same. As
13 to matters of public record alleged in paragraph 3, GRB affirmatively alleges that said
14 public records speak for themselves.

15 4. This answering Nominal Plaintiff, GRB, answering paragraph 4 of the First
16 Amended Complaint, is presently without sufficient information to form a belief as to the
17 truth of the allegations contained within this paragraph and therefore denies the same.

18 5. This answering Nominal Plaintiff, GRB, answering paragraph 5 of the First
19 Amended Complaint, is presently without sufficient information to form a belief as to the
20 truth of the allegations contained within this paragraph and therefore denies the same. As
21 to allegations regarding the various terms and requirements of the referenced
22 "agreements" among various parties, GRB affirmatively alleges that said agreements
23 speak for themselves.

24 6. This answering Nominal Plaintiff, GRB, answering paragraph 6 of the First
25 Amended Complaint, is presently without sufficient information to form a belief as to the
26 truth of the allegations contained within this paragraph and therefore denies the same. As
27 to allegations regarding what the various parties to the present case may be "claiming" or
28 "indicating," GRB affirmatively alleges that the papers and pleadings on file in this matter

1 speak for themselves.

2 7. This answering Nominal Plaintiff, GRB, answering paragraph 7 of the First
3 Amended Complaint, is presently without sufficient information to form a belief as to the
4 truth of the allegations contained within this paragraph and therefore denies the same. As
5 to specific allegations of fraudulent inducement attributed to GRB as one of the “Seibel-
6 Affiliated Entities” (as that term is defined in the First Amended Complaint), GRB denies
7 the same.

8 8. This answering Nominal Plaintiff, GRB, answering paragraph 8 of the First
9 Amended Complaint, incorporates by reference the responses above.

10 9. This answering Nominal Plaintiff, GRB, answering paragraph 9 of the First
11 Amended Complaint, is presently without sufficient information to form a belief as to the
12 truth of the allegations contained within this paragraph and therefore denies the same.

13 10. This answering Nominal Plaintiff, GRB, answering paragraph 10 of the First
14 Amended Complaint, is presently without sufficient information to form a belief as to the
15 truth of the allegations contained within this paragraph and therefore denies the same.

16 11. This answering Nominal Plaintiff, GRB, answering paragraph 11 of the First
17 Amended Complaint, is presently without sufficient information to form a belief as to the
18 truth of the allegations contained within this paragraph and therefore denies the same.

19 **PARTIES, JURISDICTION, AND VENUE**

20 12. This answering Nominal Plaintiff, GRB, answering paragraphs 12 - 17 of the
21 First Amended Complaint, admits the allegations therein, based on information and belief.

22 13. This answering Nominal Plaintiff, GRB, answering paragraph 18 of the First
23 Amended Complaint, admits the allegations therein as to the identification of the party,
24 based on information and belief. As to the factual allegations regarding the negotiation of
25 agreements, GRB is presently without sufficient information to form a belief as to the truth
26 of those allegations and therefore denies the same. As to the allegations describing
27 specific terms of the referenced agreements, GRB affirmatively alleges that said
28 agreements speak for themselves.

14. This answering Nominal Plaintiff, GRB, answering paragraph 19 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the remaining factual allegations of paragraph 19, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

15. This answering Nominal Plaintiff, GRB, answering paragraph 20 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the factual allegations regarding the negotiation of agreements, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

16. This answering Nominal Plaintiff, GRB, answering paragraph 21 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the factual allegations regarding the negotiation of agreements, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

17. This answering Nominal Plaintiff, GRB, answering paragraph 22 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the remaining factual allegations of paragraph 22, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

18. This answering Nominal Plaintiff, GRB, answering paragraph 23 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the factual allegations regarding the negotiation of agreements, GRB is presently without sufficient information to form a belief as to the truth

of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

19. This answering Nominal Plaintiff, GRB, answering paragraph 24 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the remaining factual allegations of paragraph 24, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

20. This answering Nominal Plaintiff, GRB, answering paragraph 25 of the First Amended Complaint, admits the allegations therein as to the identification of GRB. As to the allegations describing specific terms of the GRB Agreement, GRB affirmatively alleges that said agreement speaks for itself.

21. This answering Nominal Plaintiff, GRB, answering paragraph 26 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the factual allegations regarding the negotiation of agreements, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

22. This answering Nominal Plaintiff, GRB, answering paragraph 27 of the First Amended Complaint, admits the allegations therein as to the identification of the party, based on information and belief. As to the remaining factual allegations of paragraph 27, GRB is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

23. This answering Nominal Plaintiff, GRB, answering paragraph 28 of the First Amended Complaint, admits the allegations therein, based on information and belief.

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STATEMENT OF FACTS

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

(a) *The MOTI Agreement.*

24. This answering Nominal Plaintiff, GRB, answering paragraphs 29 - 30 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations and therefore denies the same.

25. This answering Nominal Plaintiff, GRB, answering paragraphs 31 - 37 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

26. This answering Nominal Plaintiff, GRB, answering paragraphs 38 - 39 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(b) *The DNT Agreement.*

27. This answering Nominal Plaintiff, GRB, answering paragraph 40 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

28. This answering Nominal Plaintiff, GRB, answering paragraph 41 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

29. This answering Nominal Plaintiff, GRB, answering paragraphs 42 - 48 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

30. This answering Nominal Plaintiff, GRB, answering paragraph 49 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(c) The TPOV Agreement.

31. This answering Nominal Plaintiff, GRB, answering paragraph 50 - 57 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

32. This answering Nominal Plaintiff, GRB, answering paragraph 58 - 59 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(d) The LLTQ Agreement.

33. This answering Nominal Plaintiff, GRB, answering paragraph 60 - 67 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

34. This answering Nominal Plaintiff, GRB, answering paragraph 68 - 69 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

35. This answering Nominal Plaintiff, GRB, answering paragraph 70 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

36. This answering Nominal Plaintiff, GRB, answering paragraph 71 of the First Amended Complaint, is presently without sufficient information to form a belief as to the

truth of the allegations and therefore denies the same.

(e) The GR BURGR Agreement.

37. This answering Nominal Plaintiff, GRB, answering paragraphs 72 - 78 of the First Amended Complaint, admits the allegations therein, based on information and belief. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

38. This answering Nominal Plaintiff, GRB, answering paragraph 79 of the First Amended Complaint, (a) affirmatively alleges that the terms of the agreements referenced therein speak for themselves; (b) has no capacity to answer on behalf of Mr. Seibel; and (c) has no capacity to admit or deny whether GRB was "obligated" as alleged under the terms of the referenced agreement as to do so calls for the expression of a legal conclusion.

39. This answering Nominal Plaintiff, GRB, answering paragraph 80 - 81 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(f) The FERG Agreement.

40. This answering Nominal Plaintiff, GRB, answering paragraph 82 - 89 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

41. This answering Nominal Plaintiff, GRB, answering paragraph 90 - 91 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

42. This answering Nominal Plaintiff, GRB, answering paragraph 92 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said

agreements speak for themselves.

43. This answering Nominal Plaintiff, GRB, answering paragraph 93 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing what Caesars “contends” and/or what FERG “has asserted,” GRB affirmatively alleges that the papers and pleadings on file in this matter speak for themselves.

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

44. This answering Nominal Plaintiff, GRB, answering paragraph 94 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

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

45. This answering Nominal Plaintiff, GRB, answering paragraphs 95 - 100 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

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

46. This answering Nominal Plaintiff, GRB, answering paragraph 101 - 102 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

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

47. This answering Nominal Plaintiff, GRB, answering paragraph 103 - 105 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those factual allegations and therefore denies the same. As to the allegations contained in those paragraphs describing various reporting and filing

obligations of United States citizens, GRB affirmatively alleges that the United States Internal Revenue Code and related regulations speak for themselves.

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

48. This answering Nominal Plaintiff, GRB, answering paragraph 106 - 108 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

49. This answering Nominal Plaintiff, GRB, answering paragraph 109 - 110 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the factual allegations therein and therefore denies the same. As to the allegations of those paragraphs describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

50. This answering Nominal Plaintiff, GRB, answering paragraph 111 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

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

51. This answering Nominal Plaintiff, GRB, answering paragraph 112 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(a) Termination of the MOTI Agreement.

52. This answering Nominal Plaintiff, GRB, answering paragraph 113 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

/ / /

(b) Termination of the DNT Agreement.

53. This answering Nominal Plaintiff, GRB, answering paragraph 114 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

54. This answering Nominal Plaintiff, GRB, answering paragraph 115 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(c) Termination of the TPOV Agreement.

55. This answering Nominal Plaintiff, GRB, answering paragraph 116 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(d) Termination of the LLTQ Agreement.

56. This answering Nominal Plaintiff, GRB, answering paragraph 117 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(e) Termination of the GRB Agreement.

57. This answering Nominal Plaintiff, GRB, answering paragraph 118 of the First Amended Complaint, admits it received the referenced letter from Caesars dated on or about September 2, 2016. GRB affirmatively alleges that said letter speaks for itself.

58. This answering Nominal Plaintiff, GRB, answering paragraph 119 of the First Amended Complaint, admits the GRB Agreement was terminated.

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(f) Termination of the FERG Agreement.

59. This answering Nominal Plaintiff, GRB, answering paragraph 120 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(g) The Seibel-Affiliated Entities dispute the propriety of the termination of their agreements with Caesars.

60. This answering Nominal Plaintiff, GRB, answering paragraphs 121 - 122 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letters, GRB affirmatively alleges that said letters speak for themselves.

D. Legal Proceedings Involving Caesars and the Defendants.

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

61. This answering Nominal Plaintiff, GRB, answering paragraph 123 - 128 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

(b) Litigation involving GRB and Planet Hollywood.

62. This answering Nominal Plaintiff, GRB, answering paragraph 129 - 131 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

/ / /

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

63. This answering Nominal Plaintiff, GRB, answering paragraph 132 - 133 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

E. Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities Were Engaged in a Kickback Scheme.

64. This answering Nominal Plaintiff, GRB, answering paragraph 134 - 143 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

65. This answering Nominal Plaintiff, GRB, answering paragraph 144 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. To the extent said allegations are directed towards GRB as a "Seibel-Affiliated Entity," GRB denies the same.

COUNT I

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

66. This answering Nominal Plaintiff, GRB, answering paragraph 145 of the First Amended Complaint, incorporates by reference the responses above.

67. This answering Nominal Plaintiff, GRB, answering paragraph 146 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation of NRS 30.040(1), which speaks for itself.

68. This answering Nominal Plaintiff, GRB, answering paragraph 147 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere

1 recitation that the parties hereto have a dispute, which is evident from the existence of this
2 litigation, the papers and pleadings on file in which speak for themselves.

3 69. This answering Nominal Plaintiff, GRB, answering paragraph 148 of the First
4 Amended Complaint, lacks the capacity to either admit or deny as the determination of
5 whether Caesars “properly exercised” its discretion under the various alleged agreements
6 calls for a legal conclusion.

7 70. This answering Nominal Plaintiff, GRB, answering paragraph 149 of the First
8 Amended Complaint, neither admits nor denies the fact that Caesars requests any
9 particular relief. GRB affirmatively alleges that the First Amended Complaint speaks for
10 itself as to the relief sought by Caesars.

11 COUNT II

12 **(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not** 13 **Have Any Current or Future Obligations to Defendants Under the Seibel** 14 **Agreements)**

15 71. This answering Nominal Plaintiff, GRB, answering paragraph 150 of the First
16 Amended Complaint, incorporates by reference the responses above.

17 72. This answering Nominal Plaintiff, GRB, answering paragraph 151 of the First
18 Amended Complaint, neither admits, nor denies said paragraph as the same is a mere
19 recitation of NRS 30.040(1), which speaks for itself.

20 73. This answering Nominal Plaintiff, GRB, answering paragraph 152 of the First
21 Amended Complaint, neither admits, nor denies said paragraph as the same is a mere
22 recitation that the parties hereto have a dispute, which is evident from the existence of this
23 litigation, the papers and pleadings on file in which speak for themselves.

24 74. This answering Nominal Plaintiff, GRB, answering paragraph 153 of the First
25 Amended Complaint, lacks the capacity to either admit or deny as the determination of
26 whether Caesars “ha[s] any current or future financial obligations or commitments to Mr.
27 Seibel or the Seibel-Affiliated Entities” calls for a legal conclusion.

28 75. This answering Nominal Plaintiff, GRB, answering paragraph 154 of the First

Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

76. This answering Nominal Plaintiff, GRB, answering paragraph 155 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. To the extent “fraudulent inducement” is alleged in this paragraph against GRB as one of the “Seibel-Affiliated Entities,” GRB denies the same.

77. This answering Nominal Plaintiff, GRB, answering paragraph 156 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

78. This answering Nominal Plaintiff, GRB, answering paragraph 157 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. To the extent “fraudulent inducement” is alleged in this paragraph against GRB as one of the “Seibel-Affiliated Entities,” GRB denies the same.

79. This answering Nominal Plaintiff, GRB, answering paragraph 158 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. To the extent a breach of the referenced agreements is alleged in this paragraph against GRB as one of the “Seibel-Affiliated Entities,” GRB denies the same.

80. This answering Nominal Plaintiff, GRB, answering paragraph 159 – 160 of the First Amended Complaint, neither admits nor denies the fact that Caesars requests any particular relief. GRB affirmatively alleges that the First Amended Complaint speaks for itself as to the relief sought by Caesars.

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COUNT III

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

81. This answering Nominal Plaintiff, GRB, answering paragraph 161 of the First Amended Complaint, incorporates by reference the responses above.

82. This answering Nominal Plaintiff, GRB, answering paragraph 162 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation of NRS 30.040(1), which speaks for itself.

83. This answering Nominal Plaintiff, GRB, answering paragraph 163 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation that the parties hereto have a dispute, which is evident from the existence of this litigation, the papers and pleadings on file in which speak for themselves.

84. This answering Nominal Plaintiff, GRB, answering paragraph 164 - 168 of the First Amended Complaint, lacks the capacity to either admit or deny as the determination of whether the terms of the referenced agreements are "unenforceable," "overbroad," "indefinite," "vague," and "ambiguous" calls for a legal conclusion.

85. This answering Nominal Plaintiff, GRB, answering paragraph 169 - 170 of the First Amended Complaint, neither admits nor denies the fact that Caesars requests any particular relief. GRB affirmatively alleges that the First Amended Complaint speaks for itself as to the relief sought by Caesars.

COUNT IV

(Civil Conspiracy Against Mr. Seibel and Mr. Green)

86. This answering Nominal Plaintiff, GRB, answering paragraph 171 of the First Amended Complaint, incorporates by reference the responses above.

87. This answering Nominal Plaintiff, GRB, answering paragraphs 172 - 176 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT V

(Breaches of Implied Covenants of Good Faith and Fair Dealing Against MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG)

88. This answering Nominal Plaintiff, GRB, answering paragraph 177 of the First Amended Complaint, incorporates by reference the responses above.

89. This answering Nominal Plaintiff, GRB, answering paragraph 178 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations regarding the MOTI, DNT, TPOV, LLTQ, and FERG Agreements and therefore denies the same. Specifically with respect to the GR BURGR Agreement, GRB lacks the capacity to either admit or deny as the determination of whether the agreement constituted a “valid, binding, and enforceable” contract calls for a legal conclusion.

90. This answering Nominal Plaintiff, GRB, answering paragraph 179 of the First Amended Complaint neither admits, nor denies said paragraph as the same is a mere recitation of Nevada law, which speaks for itself.

91. This answering Nominal Plaintiff, GRB, answering paragraph 180 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

92. This answering Nominal Plaintiff, GRB, answering paragraph 181 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

93. This answering Nominal Plaintiff, GRB, answering paragraph 182 - 183 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. To the extent a breach of the implied covenant of good faith and fair dealing is alleged against GRB and/or damages sought from GRB specifically, GRB denies the same.

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COUNT VI

(Unjust Enrichment Against Mr. Seibel & Mr. Green)

94. This answering Nominal Plaintiff, GRB, answering paragraph 184 of the First Amended Complaint, incorporates by reference the responses above.

95. This answering Nominal Plaintiff, GRB, answering paragraph 185 - 190 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT VII

(Intentional Interference with Contractual Relations Against Rowen Seibel and Craig Green)

96. This answering Nominal Plaintiff, GRB, answering paragraph 191 of the First Amended Complaint, incorporates by reference the responses above.

97. This answering Nominal Plaintiff, GRB, answering paragraph 192 - 198 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT VIII

(Fraudulent Concealment Against Rowen Seibel and Craig Green)

98. This answering Nominal Plaintiff, GRB, answering paragraph 199 of the First Amended Complaint, incorporates by reference the responses above.

99. This answering Nominal Plaintiff, GRB, answering paragraph 200 - 206 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The First Amended Complaint on file herein fails to state a claim against GRB upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, by the doctrine of waiver, estoppel,

and/or laches.

THIRD AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, by reason of the fact that if Caesars suffered any injury or damages, which is expressly and specifically denied, that any such injury or damage was caused in whole or in part by the acts, omissions and conduct of Caesars.

FOURTH AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, by reason of the fact that if Caesars suffered any injury or damages, which is expressly and specifically denied, that any such injury or damage was caused in whole or in part by the acts, omissions and conduct of other parties over which GRB had no supervision or control.

FIFTH AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, by Caesars' failure to mitigate damages.

SIXTH AFFIRMATIVE DEFENSE

Any conduct or omissions by GRB were not the cause in fact or proximate cause of any injury or damages alleged by Caesars.

SEVENTH AFFIRMATIVE DEFENSE

If GRB failed to perform any contractual obligation, which is expressly and specifically denied, GRB was prevented from such performance by the actions of Caesars.

EIGHTH AFFIRMATIVE DEFENSE

If GRB failed to perform any contractual obligation, which is expressly and specifically denied, GRB was prevented from such performance by the actions of other parties over which GRB had no supervision or control.

NINTH AFFIRMATIVE DEFENSE

GRB hereby incorporates by reference those affirmative defenses enumerated in NRCP 8 for the specific reason of not waiving the same.

/ / /

1 **TENTH AFFIRMATIVE DEFENSE**

2 GRB reserves the right to assert any additional affirmative defenses and matters in
3 avoidance as may be disclosed during the course of additional investigation and
4 discovery. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not
5 have been alleged herein insofar as sufficient facts were not plead and are not available
6 after reasonable inquiry upon the filing of GRB's Answer, and therefore GRB reserves the
7 right to amend this Answer to allege additional affirmative defenses if so warranted.

8 **PRAYER**

9 WHEREFORE, NOMINAL PLAINTIFF, GR BURGR, LLC prays for judgment
10 against DESERT PALACE, INC.; PARIS LAS VEGAS OPERATING COMPANY, LLC;
11 PHWLTV, LLC; and BOARDWALK REGENCY CORPORATION dba CAESARS
12 ATLANTIC CITY, as follows:

- 13 1. That Plaintiff take nothing by way of this action;
14 2. For the cost of suit incurred herein;
15 3. For attorney's fees and costs; and
16 4. For such other and further relief as the Court deems just and proper.

17
18 Dated: this 19th day of June, 2020

NEWMEYER & DILLION LLP

19
20 By: 

AARON D. LOVAAS, ESQ. SBN 5701
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169
Telephone: (702) 777-7500
Facsimile: (702) 777-7599

23 Attorneys for Nominal Plaintiff
24 GR BURGR, LLC

1 **CERTIFICATE OF SERVICE**

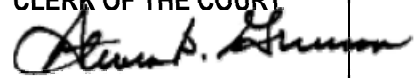
2 I HEREBY CERTIFY that on this 19th day of June, 2020, I served a true and correct
3 copy of the foregoing **NOMINAL PLAINTIFF, GR BURGR, LLC's ANSWER TO FIRST**
4 **AMENDED COMPLAINT** by electronic service to all parties listed on the master service
5 list pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR.

6 

7
8

An employee of Newmeyer & Dillion LLP

TAB 52



AACC (CIV)

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DENNIS L. KENNEDY

Nevada Bar No. 1462

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LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, 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,

Plaintiffs,

vs.

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 Plaintiffs.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**THE DEVELOPMENT ENTITIES, ROWEN
SEIBEL, AND CRAIG GREEN'S ANSWER
TO CAESARS' FIRST AMENDED
COMPLAINT AND COUNTERCLAIMS**

JURY TRIAL DEMANDED

ANSWER

Moti Partners, LLC (“MOTI”); Moti Partners 16, LLC (“MOTI 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“RSG”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”); Rowen Seibel (“Seibel”); and Craig Green (“Green”) hereby Answer the claims asserted by 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”) (collectively, “Caesars”) in their First Amended Complaint filed on March 11, 2020 (the “FAC”), as follows:

PRELIMINARY STATEMENT

1. Answering paragraph 1, the Development Entities, Seibel, and Green admit that Caesars entered into multiple agreements with entities previously owned by, managed by or affiliated with Seibel, and that Caesars requested and received “Business Information Forms” from Seibel at the outset of the MOTI and DNT business relationships. The Development Entities, Seibel, and Green further state that the agreements and “Business Information Forms” speak for themselves; to the extent that the allegations contradict or are inconsistent with the agreements or “Business Information Forms,” the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

2. Answering paragraph 2, the Development Entities, Seibel, and Green deny the allegations.

3. Answering paragraph 3, the Development Entities, Seibel, and Green admit that on April 18, 2016, Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony, and served one month in prison. The Development Entities, Seibel, and Green deny any remaining allegations.

4. Answering paragraph 4, the Development Entities, Seibel, and Green deny the allegations.

1 5. Answering paragraph 5, the Development Entities, Seibel, and Green admit that
2 Caesars wrongfully terminated the agreements. The Development Entities, Seibel, and Green
3 further state that the agreements speak for themselves; to the extent that the allegations contradict or
4 are inconsistent with the agreements, the Development Entities, Seibel, and Green deny the
5 allegations. The Development Entities, Seibel, and Green further state that they are without
6 knowledge or information sufficient to form a belief as to the truth of the allegation that “Caesars
7 only learned about Mr. Seibel’s felony conviction from press reports four months after he pleaded
8 guilty.” The Development Entities, Seibel, and Green deny any remaining allegations.

9 6. Answering paragraph 6, the Development Entities, Seibel, and Green admit that
10 Caesars wrongfully terminated the agreements and that the Development Entities and Seibel have
11 initiated legal proceedings relating to the termination of the agreements. The Development Entities,
12 Seibel, and Green further state that paragraph 6 otherwise contains legal conclusions rather than
13 factual allegations, and, therefore, the rest of paragraph 6 requires no response; to the extent the
14 allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

15 7. Answering paragraph 7, the Development Entities, Seibel, and Green state that
16 paragraph 7 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations.

19 8. Answering paragraph 8, the Development Entities, Seibel, and Green state that
20 paragraph 8 contains legal conclusions rather than factual allegations, and, therefore, requires no
21 response; to the extent the allegations require a response, the Development Entities, Seibel, and
22 Green deny the allegations.

23 9. Answering paragraph 9, the Development Entities, Seibel, and Green state that
24 paragraph 9 contains legal conclusions rather than factual allegations, and, therefore, requires no
25 response; to the extent the allegations require a response, the Development Entities, Seibel, and
26 Green deny the allegations.

27 10. Answering paragraph 10, the Development Entities, Seibel, and Green state that
28 paragraph 10 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 11. Answering paragraph 11, the Development Entities, Seibel, and Green state that
4 paragraph 11 contains legal conclusions rather than factual allegations, and, therefore, requires no
5 response; to the extent the allegations require a response, the Development Entities, Seibel, and
6 Green deny the allegations.

7 **PARTIES, JURISDICTION, AND VENUE**

8 12. Answering paragraph 12, the Development Entities, Seibel, and Green state they are
9 without knowledge or information sufficient to form a belief as to the truth of the allegations.

10 13. Answering paragraph 13, the Development Entities, Seibel, and Green state they are
11 without knowledge or information sufficient to form a belief as to the truth of the allegations.

12 14. Answering paragraph 14, the Development Entities, Seibel, and Green state they are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations.

14 15. Answering paragraph 15, the Development Entities, Seibel, and Green state they are
15 without knowledge or information sufficient to form a belief as to the truth of the allegations.

16 16. Answering paragraph 16, the Development Entities, Seibel, and Green deny that
17 Seibel regularly travels to and conducts business in Nevada. The Development Entities, Seibel, and
18 Green admit any remaining allegations.

19 17. Answering paragraph 17, the Development Entities, Seibel, and Green deny that
20 Green regularly travels to and conducts business in Nevada. The Development Entities, Seibel, and
21 Green admit any remaining allegations.

22 18. Answering paragraph 18, the Development Entities, Seibel, and Green admit that
23 MOTI is a New York limited liability company. The Development Entities, Seibel, and Green
24 further state that the MOTI Agreement speaks for itself; to the extent that the allegations contradict
25 or are inconsistent with the MOTI Agreement, the Development Entities, Seibel, and Green deny
26 the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

27 19. Answering paragraph 19, the Development Entities, Seibel, and Green admit that
28 MOTI 16 is a Delaware limited liability company and that the rights of MOTI under the MOTI

1 Agreement were assigned to MOTI 16. The Development Entities, Seibel, and Green further state
2 that the remaining allegations are legal conclusions rather than factual allegations, and, therefore,
3 require no response; to the extent the allegations require a response, the Development Entities,
4 Seibel, and Green deny the allegations.

5 20. Answering paragraph 20, the Development Entities, Seibel, and Green admit that
6 DNT is a Delaware limited liability company. The Development Entities, Seibel, and Green further
7 state that the DNT Agreement speaks for itself; to the extent that the allegations contradict or are
8 inconsistent with the DNT Agreement, the Development Entities, Seibel, and Green deny the
9 allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

10 21. Answering paragraph 21 the Development Entities, Seibel, and Green admit that
11 TPOV is a New York limited liability company. The Development Entities, Seibel, and Green
12 further state that the TPOV Agreement speaks for itself; to the extent that the allegations contradict
13 or are inconsistent with the TPOV Agreement, the Development Entities, Seibel, and Green deny
14 the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

15 22. Answering paragraph 22, the Development Entities, Seibel, and Green admit that
16 TPOV 16 is a Delaware limited liability company and that the rights of TPOV under the TPOV
17 Agreement were assigned to TPOV 16. The Development Entities, Seibel, and Green further state
18 that the remaining allegations are legal conclusions rather than factual allegations, and, therefore,
19 require no response; to the extent the allegations require a response, the Development Entities,
20 Seibel, and Green deny the allegations.

21 23. Answering paragraph 23, the Development Entities, Seibel, and Green admit that
22 LLTQ is a Delaware limited liability company. The Development Entities, Seibel, and Green
23 further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict
24 or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny
25 the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

26 24. Answering paragraph 24, the Development Entities, Seibel, and Green admit that
27 LLTQ 16 is a Delaware limited liability company and that the rights of LLTQ under the LLTQ
28 Agreement were assigned to LLTQ 16. The Development Entities, Seibel, and Green further state

1 that the remaining allegations are legal conclusions rather than factual allegations, and, therefore,
2 require no response; to the extent the allegations require a response, the Development Entities,
3 Seibel, and Green deny the allegations.

4 25. Answering paragraph 25, the Development Entities, Seibel, and Green admit that GR
5 Burgr, LLC is a Delaware limited liability company. The Development Entities, Seibel, and Green
6 further state that the GRB Agreement speaks for itself; to the extent that the allegations contradict
7 or are inconsistent with the GRB Agreement, the Development Entities, Seibel, and Green deny the
8 allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

9 26. Answering paragraph 26, the Development Entities, Seibel, and Green admit that
10 FERG is a Delaware limited liability company. The Development Entities, Seibel, and Green
11 further state that the FERG Agreement speaks for itself; to the extent that the allegations contradict
12 or are inconsistent with the FERG Agreement, the Development Entities, Seibel, and Green deny
13 the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

14 27. Answering paragraph 27, the Development Entities, Seibel, and Green admit that
15 FERG 16 is a Delaware limited liability company and that the rights of FERG under the FERG
16 Agreement were assigned to FERG 16. The Development Entities, Seibel, and Green further state
17 that the remaining allegations are legal conclusions rather than factual allegations, and, therefore,
18 require no response; to the extent the allegations require a response, the Development Entities,
19 Seibel, and Green deny the allegations.

20 28. Answering paragraph 28, the Development Entities, Seibel, and Green state that the
21 allegations are legal conclusions rather than factual allegations, and, therefore, require no response;
22 to the extent the allegations require a response, the Development Entities, Seibel, and Green deny
23 the allegations.

24 STATEMENT OF FACTS

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

26 (a) *The MOTI Agreement*

27 29. Answering paragraph 29, the Development Entities, Seibel, and Green admit that
28 Seibel is a restaurateur and that negotiations for a potential Serendipity restaurant at a Caesars

1 property began in or around 2009. The Development Entities, Seibel, and Green deny any
2 remaining allegations.

3 30. Answering paragraph 30, the Development Entities, Seibel, and Green admit that
4 Seibel completed a “Business Information Form” in or around 2009. The Development Entities,
5 Seibel, and Green further state that the “Business Information Form” speaks for itself; to the extent
6 that the allegations contradict or are inconsistent with the “Business Information Form,” the
7 Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel,
8 and Green state they are without knowledge or information sufficient to form a belief as to the truth
9 of the remaining allegations.

10 31. Answering paragraph 31, the Development Entities, Seibel, and Green state that the
11 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
12 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

13 32. Answering paragraph 32, the Development Entities, Seibel, and Green state that the
14 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
15 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

16 33. Answering paragraph 33, the Development Entities, Seibel, and Green state that the
17 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
18 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

19 34. Answering paragraph 34, the Development Entities, Seibel, and Green state that
20 paragraph 34 contains legal conclusions rather than factual allegations, and, therefore, requires no
21 response; to the extent the allegations require a response, the Development Entities, Seibel, and
22 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
23 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
24 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

25 35. Answering paragraph 35, the Development Entities, Seibel, and Green state that
26 paragraph 35 contains legal conclusions rather than factual allegations, and, therefore, requires no
27 response; to the extent the allegations require a response, the Development Entities, Seibel, and
28 Green deny the allegations. The Development Entities, Seibel, and Green further state that the

1 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
2 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

3 36. Answering paragraph 36, the Development Entities, Seibel, and Green state that the
4 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
5 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

6 37. Answering paragraph 37, the Development Entities, Seibel, and Green state that
7 paragraph 37 contains legal conclusions rather than factual allegations, and, therefore, requires no
8 response; to the extent the allegations require a response, the Development Entities, Seibel, and
9 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
10 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
11 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

12 38. Answering paragraph 38, the Development Entities, Seibel, and Green state that
13 paragraph 38 contains legal conclusions rather than factual allegations, and, therefore, requires no
14 response; to the extent the allegations require a response, the Development Entities, Seibel, and
15 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
16 MOTI Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
17 with the MOTI Agreement, the Development Entities, Seibel, and Green deny the allegations.

18 39. Answering paragraph 39, the Development Entities, Seibel, and Green admit that
19 Caesars entered into five more agreements with entities owned and managed by Seibel. The
20 Development Entities, Seibel, and Green state that the remaining allegations contain legal
21 conclusions rather than factual allegations, and, therefore, require no response; to the extent the
22 allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

23 **(b) The DNT Agreement**

24 40. Answering paragraph 40, the Development Entities, Seibel, and Green state that the
25 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
26 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

27 41. Answering paragraph 41, the Development Entities, Seibel, and Green admit that
28 Seibel completed a “Business Information Form” in or around 2011. The Development Entities,

1 Seibel, and Green further state that the “Business Information Form” speaks for itself; to the extent
2 that the allegations contradict or are inconsistent with the “Business Information Form,” the
3 Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel,
4 and Green state they are without knowledge or information sufficient to form a belief as to the truth
5 of the remaining allegations.

6 42. Answering paragraph 42, the Development Entities, Seibel, and Green state that the
7 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
8 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

9 43. Answering paragraph 43, the Development Entities, Seibel, and Green state that the
10 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
11 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

12 44. Answering paragraph 44, the Development Entities, Seibel, and Green state that the
13 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
14 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

15 45. Answering paragraph 45, the Development Entities, Seibel, and Green state that
16 paragraph 45 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
19 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
20 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations

21 46. Answering paragraph 46, the Development Entities, Seibel, and Green state that the
22 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
23 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

24 47. Answering paragraph 47, the Development Entities, Seibel, and Green state that the
25 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
26 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

27 48. Answering paragraph 48, the Development Entities, Seibel, and Green state that
28 paragraph 48 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
3 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
4 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations

5 49. Answering paragraph 49, the Development Entities, Seibel, and Green state that
6 paragraph 49 contains legal conclusions rather than factual allegations, and, therefore, requires no
7 response; to the extent the allegations require a response, the Development Entities, Seibel, and
8 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
9 DNT Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
10 with the DNT Agreement, the Development Entities, Seibel, and Green deny the allegations.

11 (c) *The TPOV Agreement*

12 50. Answering paragraph 50, the Development Entities, Seibel, and Green state that the
13 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
14 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

15 51. Answering paragraph 51, the Development Entities, Seibel, and Green state that the
16 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
17 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

18 52. Answering paragraph 52, the Development Entities, Seibel, and Green state that the
19 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
20 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

21 53. Answering paragraph 53, the Development Entities, Seibel, and Green state that the
22 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
23 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

24 54. Answering paragraph 54, the Development Entities, Seibel, and Green state that
25 paragraph 54 contains legal conclusions rather than factual allegations, and, therefore, requires no
26 response; to the extent the allegations require a response, the Development Entities, Seibel, and
27 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
28

1 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
2 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

3 55. Answering paragraph 55, the Development Entities, Seibel, and Green state that the
4 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
5 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

6 56. Answering paragraph 56, the Development Entities, Seibel, and Green state that the
7 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
8 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

9 57. Answering paragraph 57, the Development Entities, Seibel, and Green state that
10 paragraph 57 contains legal conclusions rather than factual allegations, and, therefore, requires no
11 response; to the extent the allegations require a response, the Development Entities, Seibel, and
12 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
13 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
14 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

15 58. Answering paragraph 58, the Development Entities, Seibel, and Green state that
16 paragraph 58 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
19 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
20 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

21 59. Answering paragraph 59, the Development Entities, Seibel, and Green state that
22 paragraph 59 contains legal conclusions rather than factual allegations, and, therefore, requires no
23 response; to the extent the allegations require a response, the Development Entities, Seibel, and
24 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
25 TPOV Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
26 with the TPOV Agreement, the Development Entities, Seibel, and Green deny the allegations.

(d) *The LLTQ Agreement*

60. Answering paragraph 60, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

61. Answering paragraph 61, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

62. Answering paragraph 62, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

63. Answering paragraph 63, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

64. Answering paragraph 64, the Development Entities, Seibel, and Green state that paragraph 64 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LTTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

65. Answering paragraph 65, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

66. Answering paragraph 66, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

67. Answering paragraph 67, the Development Entities, Seibel, and Green state that paragraph 67 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and

Green deny the allegations. The Development Entities, Seibel, and Green further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LTTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

68. Answering paragraph 68, the Development Entities, Seibel, and Green state that paragraph 68 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LTTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

69. Answering paragraph 69, the Development Entities, Seibel, and Green state that paragraph 69 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LTTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

70. Answering paragraph 70, the Development Entities, Seibel, and Green state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LLTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

71. Answering paragraph 71, the Development Entities, Seibel, and Green state that paragraph 71 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the LLTQ Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the LTTQ Agreement, the Development Entities, Seibel, and Green deny the allegations.

(e) The GR Burgr Agreement

72. Answering paragraph 72, the Development Entities, Seibel, and Green state that the GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

1 73. Answering paragraph 73, the Development Entities, Seibel, and Green state that the
2 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
3 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

4 74. Answering paragraph 74, the Development Entities, Seibel, and Green state that the
5 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
6 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

7 75. Answering paragraph 75, the Development Entities, Seibel, and Green state that the
8 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
9 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

10 76. Answering paragraph 76, the Development Entities, Seibel, and Green state that
11 paragraph 76 contains legal conclusions rather than factual allegations, and, therefore, requires no
12 response; to the extent the allegations require a response, the Development Entities, Seibel, and
13 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
14 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
15 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

16 77. Answering paragraph 77, the Development Entities, Seibel, and Green state that the
17 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
18 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

19 78. Answering paragraph 78, the Development Entities, Seibel, and Green state that the
20 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
21 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

22 79. Answering paragraph 79, the Development Entities, Seibel, and Green state that
23 paragraph 79 contains legal conclusions rather than factual allegations, and, therefore, requires no
24 response; to the extent the allegations require a response, the Development Entities, Seibel, and
25 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
26 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
27 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.
28

1 80. Answering paragraph 80, the Development Entities, Seibel, and Green state that
2 paragraph 80 contains legal conclusions rather than factual allegations, and, therefore, requires no
3 response; to the extent the allegations require a response, the Development Entities, Seibel, and
4 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
5 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
6 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

7 81. Answering paragraph 81, the Development Entities, Seibel, and Green state that
8 paragraph 81 contains legal conclusions rather than factual allegations, and, therefore, requires no
9 response; to the extent the allegations require a response, the Development Entities, Seibel, and
10 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
11 GRB Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
12 with the GRB Agreement, the Development Entities, Seibel, and Green deny the allegations.

13 (f) *The FERG Agreement*

14 82. Answering paragraph 82, the Development Entities, Seibel, and Green state that the
15 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
16 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

17 83. Answering paragraph 83, the Development Entities, Seibel, and Green state that the
18 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
19 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

20 84. Answering paragraph 84, the Development Entities, Seibel, and Green state that the
21 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
22 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

23 85. Answering paragraph 85, the Development Entities, Seibel, and Green state that the
24 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
25 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

26 86. Answering paragraph 86, the Development Entities, Seibel, and Green state that
27 paragraph 86 contains legal conclusions rather than factual allegations, and, therefore, requires no
28 response; to the extent the allegations require a response, the Development Entities, Seibel, and

1 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
2 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
3 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

4 87. Answering paragraph 87, the Development Entities, Seibel, and Green state that the
5 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
6 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

7 88. Answering paragraph 88, the Development Entities, Seibel, and Green state that the
8 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
9 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

10 89. Answering paragraph 89, the Development Entities, Seibel, and Green state that
11 paragraph 89 contains legal conclusions rather than factual allegations, and, therefore, requires no
12 response; to the extent the allegations require a response, the Development Entities, Seibel, and
13 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
14 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
15 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

16 90. Answering paragraph 90, the Development Entities, Seibel, and Green state that
17 paragraph 90 contains legal conclusions rather than factual allegations, and, therefore, requires no
18 response; to the extent the allegations require a response, the Development Entities, Seibel, and
19 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
20 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
21 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

22 91. Answering paragraph 91, the Development Entities, Seibel, and Green state that
23 paragraph 91 contains legal conclusions rather than factual allegations, and, therefore, requires no
24 response; to the extent the allegations require a response, the Development Entities, Seibel, and
25 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
26 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
27 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.
28

1 92. Answering paragraph 92, the Development Entities, Seibel, and Green state that the
2 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
3 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

4 93. Answering paragraph 93, the Development Entities, Seibel, and Green state that
5 paragraph 93 contains legal conclusions rather than factual allegations, and, therefore, requires no
6 response; to the extent the allegations require a response, the Development Entities, Seibel, and
7 Green deny the allegations. The Development Entities, Seibel, and Green further state that the
8 FERG Agreement speaks for itself; to the extent that the allegations contradict or are inconsistent
9 with the FERG Agreement, the Development Entities, Seibel, and Green deny the allegations.

10 B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities [Allegedly] Rendered
11 Him Unsuitable Under the Seibel Agreements.

12 94. Answering paragraph 94, the Development Entities, Seibel, and Green deny the
13 allegations.

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

16 95. Answering paragraph 95, the Development Entities, Seibel, and Green state that
17 paragraph 95 concerns matters that were the subject of Seibel's guilty plea to one count of a corrupt
18 endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26
19 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the full
20 and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the
21 allegations contained in paragraph 95.

22 96. Answering paragraph 96, the Development Entities, Seibel, and Green state that
23 paragraph 96 concerns matters that were the subject of Seibel's guilty plea to one count of a corrupt
24 endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26
25 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the full
26 and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the
27 allegations contained in paragraph 96.

28

1 97. Answering paragraph 97, the Development Entities, Seibel, and Green state that
2 paragraph 97 concerns matters that were the subject of Seibel’s guilty plea to one count of a corrupt
3 endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26
4 U.S.C. § 7212, and refer to Seibel’s guilty plea and related documents in that proceeding for the full
5 and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the
6 allegations contained in paragraph 97.

7 98. Answering paragraph 98, the Development Entities, Seibel, and Green state that
8 paragraph 98 concerns matters that were the subject of Seibel’s guilty plea to one count of a corrupt
9 endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26
10 U.S.C. § 7212, and refer to Seibel’s guilty plea and related documents in that proceeding for the full
11 and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the
12 allegations contained in paragraph 98.

13 99. Answering paragraph 99, the Development Entities, Seibel, and Green state that
14 paragraph 99 concerns matters that were the subject of Seibel’s guilty plea to one count of a corrupt
15 endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26
16 U.S.C. § 7212, and refer to Seibel’s guilty plea and related documents in that proceeding for the full
17 and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the
18 allegations contained in paragraph 99.

19 100. Answering paragraph 100, the Development Entities, Seibel, and Green state that
20 paragraph 100 concerns matters that were the subject of Seibel’s guilty plea to one count of a
21 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under
22 26 U.S.C. § 7212, and refer to Seibel’s guilty plea and related documents in that proceeding for the
23 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
24 the allegations contained in paragraph 100.

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

26 101. Answering paragraph 101, the Development Entities, Seibel, and Green state that
27 paragraph 101 concerns matters that were the subject of Seibel’s guilty plea to one count of a
28 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under

1 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the
2 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
3 the allegations contained in paragraph 101.

4 102. Answering paragraph 102, the Development Entities, Seibel, and Green state that
5 paragraph 102 concerns matters that were the subject of Seibel's guilty plea to one count of a
6 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under
7 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the
8 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
9 the allegations contained in paragraph 102.

10 (c) ***Mr. Seibel [allegedly] filed incomplete and inaccurate tax returns.***

11 103. Answering paragraph 103, the Development Entities, Seibel, and Green state that
12 paragraph 103 concerns matters that were the subject of Seibel's guilty plea to one count of a
13 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under
14 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the
15 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
16 the allegations contained in paragraph 103.

17 104. Answering paragraph 104, the Development Entities, Seibel, and Green state that
18 paragraph 104 concerns matters that were the subject of Seibel's guilty plea to one count of a
19 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under
20 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the
21 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
22 the allegations contained in paragraph 104.

23 105. Answering paragraph 105, the Development Entities, Seibel, and Green state that
24 paragraph 105 concerns matters that were the subject of Seibel's guilty plea to one count of a
25 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under
26 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the
27 full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny
28 the allegations contained in paragraph 105.

(d) *Mr. Seibel [allegedly] provided false application [sic] to voluntary disclosure program.*

106. Answering paragraph 106, the Development Entities, Seibel, and Green state that paragraph 106 concerns matters that were the subject of Seibel's guilty plea to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the allegations contained in paragraph 106.

107. Answering paragraph 107, the Development Entities, Seibel, and Green state that paragraph 107 concerns matters that were the subject of Seibel's guilty plea to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the allegations contained in paragraph 107.

108. Answering paragraph 108, the Development Entities, Seibel, and Green state that paragraph 108 concerns matters that were the subject of Seibel's guilty plea to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, and refer to Seibel's guilty plea and related documents in that proceeding for the full and complete recitation of facts. The Development Entities, Seibel, and Green otherwise deny the allegations contained in paragraph 108.

109. Answering paragraph 109, the Development Entities, Seibel, and Green admit that on April 18, 2016, Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony, and refer to the transcript from that plea for the full and complete contents of statements made by Seibel on that date. The Development Entities, Seibel, and Green deny any inconsistent or remaining allegations.

110. Answering paragraph 110, the Development Entities, Seibel, and Green admit the allegations.

111. Answering paragraph 111, the Development Entities, Seibel, and Green state that the April 8, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the April 8, 2016 letter, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green deny any remaining allegations.

C. Caesars [Wrongfully] Exercises Its Sole Discretion to Terminate the Agreements with the Seibel-Affiliated Entities.

112. Answering paragraph 112, the Development Entities, Seibel, and Green deny the allegations.

(a) Termination of the MOTI Agreement.

113. Answering paragraph 113, the Development Entities, Seibel, and Green state that paragraph 113 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

(b) Termination of the DNT Agreement.

114. Answering paragraph 114, the Development Entities, Seibel, and Green state that paragraph 114 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

115. Answering paragraph 115, the Development Entities, Seibel, and Green deny the allegations.

(c) *Termination of the TPOV Agreement.*

116. Answering paragraph 116, the Development Entities, Seibel, and Green state that paragraph 116 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

(d) *Termination of the LLTQ Agreement.*

117. Answering paragraph 117, the Development Entities, Seibel, and Green state that paragraph 117 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

(e) *Termination of the GRB Agreement.*

118. Answering paragraph 118, the Development Entities, Seibel, and Green state that paragraph 118 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

119. Answering paragraph 119, the Development Entities, Seibel, and Green deny the allegations.

(f) *Termination of the FERG Agreement.*

120. Answering paragraph 120, the Development Entities, Seibel, and Green state that paragraph 120 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 2, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 2, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

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

121. Answering paragraph 121, the Development Entities, Seibel, and Green state that the letters referenced in paragraph 121 speak for themselves; to the extent that the allegations contradict or are inconsistent with the letters, the Development Entities, Seibel, and Green deny the allegations.

122. Answering paragraph 122, the Development Entities, Seibel, and Green state that paragraph 122 contains legal conclusions rather than factual allegations, and, therefore, require no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations. The Development Entities, Seibel, and Green further state that the September 12, 2016, letter speaks for itself; to the extent that the allegations contradict or are inconsistent with the September 12, 2016, letter, the Development Entities, Seibel, and Green deny the allegations.

D. Legal Proceedings Involving Caesars and the Defendants.

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

123. Answering paragraph 123, the Development Entities, Seibel, and Green state that the bankruptcy filings speak for themselves; to the extent that the allegations contradict or are inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the allegations.

1 124. Answering paragraph 124, the Development Entities, Seibel, and Green state that the
2 bankruptcy filings speak for themselves; to the extent that the allegations contradict or are
3 inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the
4 allegations.

5 125. Answering paragraph 125, the Development Entities, Seibel, and Green state that the
6 bankruptcy filings speak for themselves; to the extent that the allegations contradict or are
7 inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the
8 allegations.

9 126. Answering paragraph 126, the Development Entities, Seibel, and Green state that the
10 bankruptcy filings speak for themselves; to the extent that the allegations contradict or are
11 inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the
12 allegations.

13 127. Answering paragraph 127, the Development Entities, Seibel, and Green state that the
14 bankruptcy filings speak for themselves; to the extent that the allegations contradict or are
15 inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the
16 allegations.

17 128. Answering paragraph 128, the Development Entities, Seibel, and Green state that the
18 bankruptcy filings speak for themselves; to the extent that the allegations contradict or are
19 inconsistent with the bankruptcy filings, the Development Entities, Seibel, and Green deny the
20 allegations.

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

22 129. Answering paragraph 129, the Development Entities, Seibel, and Green state that the
23 filings speak for themselves; to the extent that the allegations contradict or are inconsistent with the
24 filings, the Development Entities, Seibel, and Green deny the allegations.

25 130. Answering paragraph 130, the Development Entities, Seibel, and Green state that the
26 court's order speaks for itself; to the extent that the allegations contradict or are inconsistent with
27 the court's order, the Development Entities, Seibel, and Green deny the allegations.
28

1 131. Answering paragraph 131, the Development Entities, Seibel, and Green state that the
2 filings speak for themselves; to the extent that the allegations contradict or are inconsistent with the
3 filings, the Development Entities, Seibel, and Green deny the allegations.

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

5 132. Answering paragraph 132, the Development Entities, Seibel, and Green state that the
6 filings speak for themselves; to the extent that the allegations contradict or are inconsistent with the
7 filings, the Development Entities, Seibel, and Green deny the allegations.

8 133. Answering paragraph 133, the Development Entities, Seibel, and Green state that the
9 filings speak for themselves; to the extent that the allegations contradict or are inconsistent with the
10 filings, the Development Entities, Seibel, and Green deny the allegations.

11 E. Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities Were [Allegedly] Engaged
12 in a Kickback [sic] Scheme.

13 134. Answering paragraph 134, the Development Entities, Seibel, and Green deny the
14 allegations.

15 135. Answering paragraph 135, the Development Entities, Seibel, and Green deny the
16 allegations.

17 136. Answering paragraph 136, the Development Entities, Seibel, and Green deny the
18 allegations.

19 137. Answering paragraph 137, the Development Entities, Seibel, and Green admit that
20 BR 23 Venture, LLC, and Future Star Hospitality Consulting, LLC, received payments from
21 vendors. The Development Entities, Seibel, and Green deny any remaining allegations.

22 138. Answering paragraph 138, the Development Entities, Seibel, and Green deny the
23 allegations.

24 139. Answering paragraph 139, the Development Entities, Seibel, and Green deny the
25 allegations.

26 140. Answering paragraph 140, the Development Entities, Seibel, and Green deny the
27 allegations.
28

1 141. Answering paragraph 141, the Development Entities, Seibel, and Green deny the
2 allegations.

3 142. Answering paragraph 142, the Development Entities, Seibel, and Green deny the
4 allegations.

5 143. Answering paragraph 143, the Development Entities, Seibel, and Green deny the
6 allegations.

7 144. Answering paragraph 144, the Development Entities, Seibel, and Green deny the
8 allegations.

9 **COUNT I**

10 **(Declaratory Judgment Against All Defendants Declaring That**

11 **Caesars Properly Terminated All of the Seibel Agreements)**

12 145. Answering paragraph 145, the Development Entities, Seibel, and Green repeat and
13 re-allege every response set forth above as if fully set forth herein.

14 146. Answering paragraph 146, the Development Entities, Seibel, and Green state that
15 NRS 30.040(1) speaks for itself; to the extent that the allegations contradict or are inconsistent with
16 NRS 30.040(1), the Development Entities, Seibel, and Green deny the allegations.

17 147. Answering paragraph 147, the Development Entities, Seibel, and Green admit that
18 the parties dispute whether Caesars properly terminated the agreements. The Development Entities,
19 Seibel, and Green state that the remaining allegations contain legal conclusions rather than factual
20 allegations, and, therefore, require no response; to the extent the allegations require a response, the
21 Development Entities, Seibel, and Green deny the allegations.

22 148. Answering paragraph 148, the Development Entities, Seibel, and Green state that
23 paragraph 148 contains legal conclusions rather than factual allegations, and, therefore, requires no
24 response; to the extent the allegations require a response, the Development Entities, Seibel, and
25 Green deny the allegations.

26 149. Answering paragraph 149, the Development Entities, Seibel, and Green state that
27 paragraph 149 contains legal conclusions rather than factual allegations, and, therefore, requires no
28

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 **COUNT II**

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

6 150. Answering paragraph 150, the Development Entities, Seibel, and Green repeat and
7 re-allege every response set forth above as if fully set forth herein.

8 151. Answering paragraph 151, the Development Entities, Seibel, and Green state that
9 NRS 30.040(1) speaks for itself; to the extent that the allegations contradict or are inconsistent with
10 NRS 30.040(1), the Development Entities, Seibel, and Green deny the allegations.

11 152. Answering paragraph 152, the Development Entities, Seibel, and Green admit that
12 the parties dispute whether Caesars owes any current or future financial obligations or
13 commitments to the Development Entities. The Development Entities, Seibel, and Green state that
14 the remaining allegations contain legal conclusions rather than factual allegations, and, therefore,
15 require no response; to the extent the allegations require a response, the Development Entities,
16 Seibel, and Green deny the allegations.

17 153. Answering paragraph 153, the Development Entities, Seibel, and Green state that
18 paragraph 153 contains legal conclusions rather than factual allegations, and, therefore, requires no
19 response; to the extent the allegations require a response, the Development Entities, Seibel, and
20 Green deny the allegations.

21 154. Answering paragraph 154, the Development Entities, Seibel, and Green state that
22 paragraph 154 contains legal conclusions rather than factual allegations, and, therefore, requires no
23 response; to the extent the allegations require a response, the Development Entities, Seibel, and
24 Green deny the allegations.

25 155. Answering paragraph 155, the Development Entities, Seibel, and Green state that
26 paragraph 155 contains legal conclusions rather than factual allegations, and, therefore, requires no
27 response; to the extent the allegations require a response, the Development Entities, Seibel, and
28 Green deny the allegations.

157. Answering paragraph 157, the Development Entities, Seibel, and Green state that paragraph 157 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

158. Answering paragraph 158, the Development Entities, Seibel, and Green state that paragraph 158 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

159. Answering paragraph 159, the Development Entities, Seibel, and Green state that paragraph 159 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

160. Answering paragraph 160, the Development Entities, Seibel, and Green state that paragraph 160 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

COUNT III

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

COUNT III

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

161. Answering paragraph 161, the Development Entities, Seibel, and Green repeat and re-allege every response set forth above as if fully set forth herein.

162. Answering paragraph 162, the Development Entities, Seibel, and Green state that NRS 30.040(1) speaks for itself; to the extent that the allegations contradict or are inconsistent with NRS 30.040(1), the Development Entities, Seibel, and Green deny the allegations.

1 163. Answering paragraph 163, the Development Entities, Seibel, and Green admit that
2 the parties dispute whether Section 13.22 of the LLTQ Agreement and Section 4.1 of the FERG
3 Agreement are enforceable. The Development Entities, Seibel, and Green state that the remaining
4 allegations contain legal conclusions rather than factual allegations, and, therefore, require no
5 response; to the extent the allegations require a response, the Development Entities, Seibel, and
6 Green deny the allegations.

7 164. Answering paragraph 164, the Development Entities, Seibel, and Green state that
8 paragraph 164 contains legal conclusions rather than factual allegations, and, therefore, requires no
9 response; to the extent the allegations require a response, the Development Entities, Seibel, and
10 Green deny the allegations.

11 165. Answering paragraph 165, the Development Entities, Seibel, and Green state that
12 paragraph 165 contains legal conclusions rather than factual allegations, and, therefore, requires no
13 response; to the extent the allegations require a response, the Development Entities, Seibel, and
14 Green deny the allegations.

15 166. Answering paragraph 166, the Development Entities, Seibel, and Green state that
16 paragraph 166 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations.

19 167. Answering paragraph 167, the Development Entities, Seibel, and Green state that
20 paragraph 167 contains legal conclusions rather than factual allegations, and, therefore, requires no
21 response; to the extent the allegations require a response, the Development Entities, Seibel, and
22 Green deny the allegations.

23 168. Answering paragraph 168, the Development Entities, Seibel, and Green state that
24 paragraph 168 contains legal conclusions rather than factual allegations, and, therefore, requires no
25 response; to the extent the allegations require a response, the Development Entities, Seibel, and
26 Green deny the allegations.

27 169. Answering paragraph 169, the Development Entities, Seibel, and Green state that
28 paragraph 169 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 170. Answering paragraph 170, the Development Entities, Seibel, and Green state that
4 paragraph 170 contains legal conclusions rather than factual allegations, and, therefore, requires no
5 response; to the extent the allegations require a response, the Development Entities, Seibel, and
6 Green deny the allegations.

7 **COUNT IV**

8 **(Civil Conspiracy Against Mr. Seibel and Mr. Green)**

9 171. Answering paragraph 171, the Development Entities, Seibel, and Green repeat and
10 re-allege every response set forth above as if fully set forth herein.

11 172. Answering paragraph 172, the Development Entities, Seibel, and Green state that
12 paragraph 172 contains legal conclusions rather than factual allegations, and, therefore, requires no
13 response; to the extent the allegations require a response, the Development Entities, Seibel, and
14 Green deny the allegations.

15 173. Answering paragraph 173, the Development Entities, Seibel, and Green state that
16 paragraph 173 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations.

19 174. Answering paragraph 174, the Development Entities, Seibel, and Green state that
20 paragraph 174 contains legal conclusions rather than factual allegations, and, therefore, requires no
21 response; to the extent the allegations require a response, the Development Entities, Seibel, and
22 Green deny the allegations.

23 175. Answering paragraph 175, the Development Entities, Seibel, and Green state that
24 paragraph 175 contains legal conclusions rather than factual allegations, and, therefore, requires no
25 response; to the extent the allegations require a response, the Development Entities, Seibel, and
26 Green deny the allegations.

27 176. Answering paragraph 176, the Development Entities, Seibel, and Green state that
28 paragraph 176 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 **COUNT V**

4 **(Breaches of Implied Covenant of Good Faith and Fair Dealing**

5 **Against MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG)**

6 177. Answering paragraph 177, the Development Entities, Seibel, and Green repeat and
7 re-allege every response set forth above as if fully set forth herein.

8 178. Answering paragraph 178, the Development Entities, Seibel, and Green admit the
9 allegations.

10 179. Answering paragraph 179, the Development Entities, Seibel, and Green admit the
11 allegations.

12 180. Answering paragraph 180, the Development Entities, Seibel, and Green state that
13 paragraph 180 contains legal conclusions rather than factual allegations, and, therefore, requires no
14 response; to the extent the allegations require a response, the Development Entities, Seibel, and
15 Green deny the allegations.

16 181. Answering paragraph 181, the Development Entities, Seibel, and Green state that
17 paragraph 181 contains legal conclusions rather than factual allegations, and, therefore, requires no
18 response; to the extent the allegations require a response, the Development Entities, Seibel, and
19 Green deny the allegations.

20 182. Answering paragraph 182, the Development Entities, Seibel, and Green state that
21 paragraph 182 contains legal conclusions rather than factual allegations, and, therefore, requires no
22 response; to the extent the allegations require a response, the Development Entities, Seibel, and
23 Green deny the allegations.

24 183. Answering paragraph 183, the Development Entities, Seibel, and Green state that
25 paragraph 183 contains legal conclusions rather than factual allegations, and, therefore, requires no
26 response; to the extent the allegations require a response, the Development Entities, Seibel, and
27 Green deny the allegations.

COUNT VI

(Unjust Enrichment Against Mr. Seibel & Mr. Green)

184. Answering paragraph 184, the Development Entities, Seibel, and Green repeat and re-allege every response set forth above as if fully set forth herein.

185. Answering paragraph 185, the Development Entities, Seibel, and Green state that paragraph 185 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

186. Answering paragraph 186, the Development Entities, Seibel, and Green state that paragraph 186 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

187. Answering paragraph 187, the Development Entities, Seibel, and Green state that paragraph 187 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

188. Answering paragraph 188, the Development Entities, Seibel, and Green state that paragraph 188 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

189. Answering paragraph 189, the Development Entities, Seibel, and Green state that paragraph 189 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

190. Answering paragraph 190, the Development Entities, Seibel, and Green state that paragraph 190 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

COUNT VII

(Intentional Interference with Contractual Relations Against Rowen Seibel and Craig Green)

191. Answering paragraph 191, the Development Entities, Seibel, and Green repeat and re-allege every response set forth above as if fully set forth herein.

192. Answering paragraph 192, the Development Entities, Seibel, and Green admit that the MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG Agreements were valid and binding agreements between Caesars and the Development Entities. The Development Entities, Seibel, and Green state that the remaining allegations contain legal conclusions rather than factual allegations, and, therefore, require no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

193. Answering paragraph 193, the Development Entities, Seibel, and Green state that paragraph 193 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

194. Answering paragraph 194, the Development Entities, Seibel, and Green state that paragraph 194 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

195. Answering paragraph 195, the Development Entities, Seibel, and Green state that paragraph 195 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

196. Answering paragraph 196, the Development Entities, Seibel, and Green state that paragraph 196 contains legal conclusions rather than factual allegations, and, therefore, requires no response; to the extent the allegations require a response, the Development Entities, Seibel, and Green deny the allegations.

197. Answering paragraph 197, the Development Entities, Seibel, and Green state that paragraph 197 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 198. Answering paragraph 198, the Development Entities, Seibel, and Green state that
4 paragraph 198 contains legal conclusions rather than factual allegations, and, therefore, requires no
5 response; to the extent the allegations require a response, the Development Entities, Seibel, and
6 Green deny the allegations.

7 **COUNT VIII**

8 **(Fraudulent Concealment Against Rowen Seibel and Craig Green)**

9 199. Answering paragraph 199, the Development Entities, Seibel, and Green repeat and
10 re-allege every response set forth above as if fully set forth herein.

11 200. Answering paragraph 200, the Development Entities, Seibel, and Green state that
12 paragraph 200 contains legal conclusions rather than factual allegations, and, therefore, requires no
13 response; to the extent the allegations require a response, the Development Entities, Seibel, and
14 Green deny the allegations.

15 201. Answering paragraph 201, the Development Entities, Seibel, and Green state that
16 paragraph 201 contains legal conclusions rather than factual allegations, and, therefore, requires no
17 response; to the extent the allegations require a response, the Development Entities, Seibel, and
18 Green deny the allegations.

19 202. Answering paragraph 202, the Development Entities, Seibel, and Green state that
20 paragraph 202 contains legal conclusions rather than factual allegations, and, therefore, requires no
21 response; to the extent the allegations require a response, the Development Entities, Seibel, and
22 Green deny the allegations.

23 203. Answering paragraph 203, the Development Entities, Seibel, and Green state that
24 paragraph 203 contains legal conclusions rather than factual allegations, and, therefore, requires no
25 response; to the extent the allegations require a response, the Development Entities, Seibel, and
26 Green deny the allegations.

27 204. Answering paragraph 204, the Development Entities, Seibel, and Green state that
28 paragraph 204 contains legal conclusions rather than factual allegations, and, therefore, requires no

1 response; to the extent the allegations require a response, the Development Entities, Seibel, and
2 Green deny the allegations.

3 205. Answering paragraph 205, the Development Entities, Seibel, and Green state that
4 paragraph 205 contains legal conclusions rather than factual allegations, and, therefore, requires no
5 response; to the extent the allegations require a response, the Development Entities, Seibel, and
6 Green deny the allegations.

7 206. Answering paragraph 206, the Development Entities, Seibel, and Green state that
8 paragraph 206 contains legal conclusions rather than factual allegations, and, therefore, requires no
9 response; to the extent the allegations require a response, the Development Entities, Seibel, and
10 Green deny the allegations

11 The Development Entities, Seibel, and Green deny each and every remaining allegation set
12 forth in Caesars' First Amended Complaint not expressly admitted above.

13 **AFFIRMATIVE DEFENSES**

14 And now, having answered Caesars' First Amended Complaint, the Development Entities,
15 Seibel, and Green set forth their affirmative defenses as follows:

16 **FIRST AFFIRMATIVE DEFENSE**

17 Caesars' First Amended Complaint fails to set forth facts sufficient to state a claim upon
18 which relief may be granted against the Development Entities, Seibel, and Green and further fails to
19 entitle Caesars to the relief sought, or to any relief whatsoever from the Development Entities,
20 Seibel, and Green.

21 **SECOND AFFIRMATIVE DEFENSE**

22 Caesars' claims are barred, in whole or in part, by the applicable statutes of limitation and/or
23 statutes of repose.

24 **THIRD AFFIRMATIVE DEFENSE**

25 Caesars' claims are barred, in whole or in part, by the equitable doctrines of laches, waiver,
26 estoppel, abandonment, unclean hands, acquiescence, and/or unjust enrichment.

FOURTH AFFIRMATIVE DEFENSE

Caesars' damages, if any, were proximately caused by the independent, intervening, and/or superseding acts of persons and/or entities other than the Development Entities, Seibel, and Green, for which the Development Entities, Seibel, and Green cannot be held responsible.

FIFTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities and Seibel are barred, in whole or in part, by Caesars' own material breaches of the Development Agreements.

SIXTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities and Seibel are barred, in whole or in part, by Caesars' own material breach of the implied covenants of good faith and fair dealing underlying the Development Agreements.

SEVENTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities, Seibel, and Green are barred, in whole or in part, by Caesars' own intentional and/or negligent conduct.

EIGHTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities, Seibel, and Green are barred, in whole or in part, because, at all times and places mentioned in the First Amended Complaint, the Development Entities, Seibel, and Green's actions were justified and/or privileged.

NINTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities, Seibel, and Green are barred, in whole or in part, by the failure to join necessary and indispensable parties.

TENTH AFFIRMATIVE DEFENSE

Caesars' claim for fraudulent concealment is barred because neither Seibel nor Green owed a duty to disclose to Caesars with regard to the subject matter of Caesars' claim for fraudulent concealment.

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ELEVENTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities, Seibel, and Green are barred, in whole or in part, because they have failed to plead fraud with specificity and/or particularity pursuant to Nevada Rule of Civil Procedure 9(b).

TWELFTH AFFIRMATIVE DEFENSE

Caesars' claims for punitive damages are in violation of constitutional guarantees of due process, equal protection, and/or the prohibition on excessive fines.

THIRTEENTH AFFIRMATIVE DEFENSE

The Development Entities, Seibel, and Green deny any liability for any award of punitive damages because under the current rules governing discovery and trial practices, current evidentiary rules, and current vague substantive standards, such an award would violate their rights under Article I, Sections 8, 9, and 10 of the United States Constitution, the Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution, and Article 1, Sections 6, 8, and 18 of the Nevada Constitution.

FOURTEENTH AFFIRMATIVE DEFENSE

Caesars' claims warrant dismissal under the first-to-file rule and due to forum shopping.

FIFTEENTH AFFIRMATIVE DEFENSE

Caesars' claims against the Development Entities, Seibel, and Green are barred, in whole or in part, because Caesars consented to the acts and omissions complained of.

SIXTEENTH AFFIRMATIVE DEFENSE

Caesars' claims have been waived, in whole or in part, as a result of the acts and the conduct of Caesars.

SEVENTEENTH AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, as a result of Caesars' decision to continue operating the restaurants underlying the Development Agreements.

EIGHTEENTH AFFIRMATIVE DEFENSE

The Development Entities expressly incorporate herein as affirmative defenses their allegations, claims, and defenses in: (a) *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating*

1 *Company, LLC*, Case No. 2:17-cv-00346-JCM-VCF, pending in the United States District Court for
2 the District of Nevada; and (b) *In re: Caesars Entertainment Operating Company, Inc., et. al.*, Case
3 No. 15-01145 (ABG), pending in the United States Bankruptcy Court for the Northern District of
4 Illinois (Eastern Division), and all related matters and proceedings.

5 **NINETEENTH AFFIRMATIVE DEFENSE**

6 Seibel expressly incorporates herein as affirmative defenses his allegations, claims, and
7 defenses in: (a) *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC*, Case No.
8 2:17-cv-00346-JCM-VCF, pending in the United States District Court for the District of Nevada;
9 (b) *Seibel v. PHWLTV, LLC, et. al.*, Case No. A-17-751759-B, pending in the Eighth Judicial District
10 Court for the State of Nevada, County of Clark; and (c) *In re: Caesars Entertainment Operating*
11 *Company, Inc., et. al.*, Case No. 15-01145 (ABG), pending in the United States Bankruptcy Court
12 for the Northern District of Illinois (Eastern Division), and all related matters and proceedings.

13 **TWENTIETH AFFIRMATIVE DEFENSE**

14 Pursuant to the Nevada Rules of Civil Procedure, the Development Entities, Seibel, and
15 Green reserve the right to assert, and give notice that they intend to rely upon, any other affirmative
16 defenses that may become available or appear during discovery proceedings or otherwise in this
17 case, and reserve the right to amend their Answer to assert any such additional affirmative defenses.

18 WHEREFORE, the Development Entities, Seibel, and Green pray for judgment against
19 Caesars as follows:

- 20 1. That Caesars' claims for relief be dismissed with prejudice and that Caesars take
21 nothing thereby;
- 22 2. For an award of reasonable attorney's fees and costs as provided by the
23 Development Agreements;
- 24 3. For an award of reasonable attorney's fees and costs on any other grounds
25 authorized by law; and
- 26 4. For such other and further relief as the Court deems just and proper.
- 27
28

COUNTERCLAIMS

Moti Partners, LLC (“MOTI”); Moti Partners 16, LLC (“MOTI 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); and R Squared Global Solutions, LLC (“RSG”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”) complain against 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”) (collectively, “Caesars”) as follows:

The Parties

1. MOTI is a New York limited liability company.
2. MOTI 16 is a Delaware limited liability company.
3. LLTQ is a Delaware limited liability company.
4. LLTQ 16 is a Delaware limited liability company.
5. TPOV is a New York limited liability company.
6. TPOV 16 is a Delaware limited liability company.
7. FERG is a Delaware limited liability company.
8. FERG 16 is a Delaware limited liability company.
9. DNT is a Delaware limited liability company; RSG is a Nevada limited liability company and owns 50 percent of the membership interest of DNT.
10. Caesars Palace is a Nevada Corporation that operates Caesars Palace resort and casino located at 3570 Las Vegas Boulevard South, Las Vegas, Nevada.
11. Paris is a Nevada limited liability company that operates the Paris Las Vegas Hotel and Casino located at 3655 Las Vegas Boulevard South, Las Vegas, Nevada.
12. Planet Hollywood is a Nevada limited liability company that operates the Planet Hollywood Las Vegas Resort and Casino located at 3667 Las Vegas Boulevard South, Las Vegas, Nevada.

1 13. CAC is a Delaware limited liability company that operates the Caesars Atlantic City
2 Hotel and Casino located at 2100 Pacific Ave, Atlantic City, New Jersey.

3 **Jurisdiction and Venue**

4 14. The Court has jurisdiction over this matter, and venue is proper in this District,
5 because (i) the alleged wrongful acts at issue were committed by Caesars who are residents of
6 Nevada and/or conduct business in Clark County, Nevada, and (ii) the damages suffered by the
7 Development Entities arise out of actions occurring and committed by Caesars in Clark County,
8 Nevada.

9 **The Development Agreements**

10 ***The MOTI Agreement***

11 15. In or around 2005, MOTI acquired the license rights to operate Serendipity 3
12 restaurants anywhere in the world outside New York City.

13 16. Shortly thereafter, Rowen Seibel (“Seibel”), the then-manager of MOTI, began
14 speaking with casino/resort executives and the food and beverage divisions of various Las Vegas
15 casinos/resorts regarding opening a Serendipity 3 restaurant.

16 17. In 2009, MOTI and Caesars Palace entered into a Development, Operation and
17 License Agreement (the “MOTI Agreement”) for the development and operation of a Serendipity 3
18 restaurant at Caesars Palace.

19 18. Pursuant to the MOTI Agreement, MOTI and Caesars were each required to
20 contribute fifty percent of the capital expenditures—with an initial capital contribution of \$300,000
21 from each party—needed to design, construct, equip and maintain the Serendipity 3 restaurant.

22 19. Serendipity 3 proved to be very successful for many years until its closing in early
23 January 2017.

24 **The DNT Agreement**

25 20. After entering into the MOTI Agreement, Caesars reached out to Seibel to inquire
26 about bringing a New York City-based steakhouse to Caesars Palace to replace the non-branded
27 restaurant that Caesars Palace had been operating.

1 21. Seibel sought out the owners of the Old Homestead brand restaurant in New York
2 City and formed a joint venture (through DNT) with them.

3 22. In or around 2011, DNT and Caesars Palace entered into a Development, Operation
4 and License Agreement (the “DNT Agreement”) pursuant to which DNT sub-licensed the Old
5 Homestead brand to Caesars in exchange for license fees and a share of the profits generated at an
6 Old Homestead Restaurant to be located in Caesars Palace.

7 23. The Old Homestead Restaurant at Caesars Palace proved to be a huge success and
8 remains in operation.

9 **The TPOV Agreement**

10 24. In or around 2010, Gordon Ramsay (“Ramsay”), a celebrity chef, began to explore
11 the possibility of creating and developing new themed restaurants with his name attached.

12 25. Seibel introduced Ramsay to, among others, key executives at Caesars, which, as
13 detailed below, led to the development and creation of successful steak-themed restaurants, pub-
14 themed restaurants, and a hamburger-themed restaurant (collectively, the “Ramsay Restaurants”).

15 26. At the time, Caesars had limited capital available to develop the Ramsay
16 Restaurants.

17 27. Due to Caesars’ inability to commit capital to develop the Ramsay Restaurants, the
18 parties decided that to the extent capital was needed for the Ramsay Restaurants, one or more
19 entities managed by Seibel would contribute all necessary capital.

20 28. The parties anticipated that the initial Ramsay Restaurants were to be the primary
21 restaurants of each brand and, over time, each concept would be expanded with additional
22 restaurants located throughout the United States and globally.

23 29. The parties conceived the concept of a steakhouse known as Gordon Ramsay Steak
24 (the “Steak Restaurant”) to be located at the Paris.

25 30. In or around November 2011, TPOV entered into a Development and Operation
26 Agreement (the “TPOV Agreement”) with Paris to develop the Steak Restaurant at Paris.

1 31. Simultaneously, in or around November 2011, Ramsay entered into his own
2 development, operation and license agreement with Caesars providing for the payment of a royalty
3 for the use of his name in connection with the Steak Restaurant (the “Ramsay Steak Agreement”).

4 32. The TPOV Agreement and the Ramsay Steak Agreement were entered into at the
5 same time—neither would have been entered into or carried out without the other, both agreements
6 reference each other, and both expressly concern the Steak Restaurant; accordingly, they form a
7 single integrated contract.

8 33. Under the terms of the TPOV Agreement, TPOV assisted in the initial design of the
9 Steak Restaurant and contributed \$1 million in capital needed to construct and equip the Steak
10 Restaurant.

11 34. In return, TPOV was entitled to receive a capital payback and 50 percent (50%) of
12 the profits from the Steak Restaurant after Paris obtained certain recoupments.

13 35. The Steak Restaurant proved to be a huge success and remains in operation.

14 **The LLTQ Agreement**

15 36. In or around early 2012, the parties conceived the concept of Gordon Ramsay Pub
16 & Grill (the “Pub Restaurant”) to be located at Caesars Palace.

17 37. In or around April 2012, LLTQ entered into a Development and Operation
18 Agreement (the “LLTQ Agreement”) with Caesars Palace to develop the Pub Restaurant.

19 38. Simultaneously, in or around April 2012, Ramsay entered into his own development,
20 operation and license agreement with Caesars providing for the payment of a royalty for the use of
21 his name in connection with the Pub Restaurant (the “Ramsay Pub Agreement”).

22 39. The LLTQ Agreement and the Ramsay Pub Agreement were entered into at the
23 same time—neither would have been entered or carried out without the other, both agreements
24 reference each other, and both expressly concern the Pub Restaurant; accordingly, they form a
25 single integrated contract.

26 40. Under the terms of the LLTQ Agreement, LLTQ assisted in the initial design of the
27 Pub Restaurant and contributed \$1 million in capital needed to construct and equip the Pub
28 Restaurant.

1 41. In return, LTTQ was entitled to receive a capital payback and 50 percent (50%) of
2 the profits from the Pub Restaurant after Caesars Palace obtained certain recoupments.

3 42. Additionally, Section 13.22 of the LLTQ Agreement provided that if Caesars chose
4 to pursue any additional venture in the nature of a pub, bar, cafe or tavern, the parties (or their
5 affiliates) were required to enter into a new agreement that follows the same terms and conditions
6 as contained in the LLTQ Agreement subject only to changes necessary to reflect the changes in
7 location, a baseline amount, expenses and costs.

8 43. Section 13.22 of the LLTQ Agreement further referenced the TPOV Agreement and
9 provided that if Caesars chose to pursue any additional venture in the nature of a steak restaurant,
10 fine dining steakhouse, or chop house, the parties (or their affiliates) were required to enter into a
11 new agreement that follows the same terms and conditions as contained in the TPOV Agreement
12 subject only to changes necessary to reflect the changes in location, a baseline amount, expenses
13 and costs.

14 44. The Pub Restaurant proved to be a huge success and remains in operation.

15 **The FERG Agreement**

16 45. In or around 2013, after seeing the enormous success of the Pub Restaurant in
17 Las Vegas, Caesars sought to open an additional pub restaurant in Atlantic City.

18 46. As required by Section 13.22 of the LLTQ Agreement, Caesars understood that it
19 could not develop a new pub restaurant without entering into a new agreement with LLTQ (or an
20 affiliate of LLTQ).

21 47. Accordingly, Caesars approached LLTQ to enter into a new agreement concerning
22 the proposed pub restaurant in Atlantic City.

23 48. In or around May 2014, FERG (an affiliate of LLTQ) entered into a Consulting
24 Agreement (the “FERG Agreement”) with CAC (an affiliate/subsidiary of Caesars) to develop the
25 same Pub Restaurant at CAC.

26 49. Simultaneously, in or around May 2014, Ramsay entered into his own development,
27 operation and license agreement with Caesars providing for the payment of a royalty to Ramsay for
28 the use of his name in connection with the new Pub Restaurant (the “Ramsay CAC Agreement”).

1 50. The FERG Agreement and the Ramsay CAC Agreement were entered into at the
2 same time—neither would have been entered into or carried out without the other, both agreements
3 reference each other, and both expressly concern the Pub Restaurant; accordingly, they form a
4 single integrated contract.

5 51. FERG was entitled to receive a percentage of the gross receipts from the Pub
6 Restaurant in CAC.

7 52. Like the Pub Restaurant in Las Vegas, the Pub Restaurant in Atlantic City proved to
8 be a huge success and remains in operation.

9 **Caesars and Ramsay Seek to Oust the Development Entities**

10 53. Beginning in or around 2013, Caesars and Ramsay began looking for ways to oust
11 the Development Entities from the MOTI Agreement, the DNT Agreement, the LLTQ Agreement,
12 the TPOV Agreement, and the FERG Agreement (collectively, the “Development Agreements”)
13 and future ventures.

14 54. Now that the Development Entities had introduced Caesars and Ramsay to the
15 concept of developing restaurants using Ramsay’s brand, Caesars and Ramsay believed that they
16 did not need the Development Entities involved in the Ramsay Restaurants anymore and wanted
17 more of the profits from those restaurants for themselves.

18 55. Caesars’ executives were upset by the continuing payment obligations owed to the
19 Development Entities under the terms of the Development Agreements.

20 **Caesars’ Bankruptcy**

21 56. On January 15, 2015 each of several entities affiliated with Caesars filed voluntary
22 petitions under Chapter 11 of the Bankruptcy Code in Illinois (collectively, the “Bankruptcy”).

23 57. In the Bankruptcy, Caesars sought to reject the LLTQ Agreement but did not seek to
24 reject the Ramsay Pub Agreement.

25 58. In the Bankruptcy, Caesars sought to reject the FERG Agreement but did not seek to
26 reject the Ramsay CAC Agreement.

27 59. In the Bankruptcy, Caesars sought to enter into a new agreement involving the Old
28 Homestead Restaurant in place of the DNT Agreement.

60. In the Bankruptcy, Caesars sought to reject the MOTI Agreement.

61. In the Bankruptcy, MOTI, LLTQ, FERG, DNT, and RSG asserted claims against Caesars for monies owed under the MOTI, LLTG, FERG, and DNT Agreements, and those claims remain pending.

62. On August 7, 2019, the Bankruptcy Court entered an Order Granting Motion of the Reorganized Debtors to Stay or Abstain (the “Contested Matters Stay”).

63. In the Contested Matters Stay, the Bankruptcy Court stayed all contested matters between the Development Entities and Caesars pending resolution of this matter.

64. The Development Entities reserve all rights to pursue their claims against Caesars in the Bankruptcy following the conclusion of this matter.

Caesars Excludes the Development Entities from New Ventures

65. Subsequent to entering into the LLTQ Agreement, Caesars created and operated new restaurants subject to Section 13.22 of the LLTQ Agreement, including: (a) Gordon Ramsay Fish & Chips at the LINQ; (b) Gordon Ramsay Steak in Baltimore, Maryland; (c) Gordon Ramsay Steak in Atlantic City, New Jersey;¹ and (d) Gordon Ramsay Steak in Kansas City, Missouri (collectively, the “New Pub/Steak Restaurants”).

66. Caesars did not enter into new agreements (or seek to enter into new agreements) with respect to the New Pub/Steak Restaurants with LLTQ or TPOV (or an affiliate of LLTQ or TPOV) that follow the same terms and conditions as contained in the LLTQ and TPOV Agreements as required by Section 13.22 of the LLTQ Agreement.

¹ The Development Entities acknowledge that the Court previously denied LLTQ, LLTQ 16, MOTI, and MOTI 16’s Motion to Amend their Answer, Affirmative Defenses, and Counterclaims (the “LLTQ/MOTI Answer & Counterclaims”), to include allegations relating to Gordon Ramsay Steak in Atlantic City, New Jersey. (*See* Order Denying Motion to Amend, filed on Nov. 25, 2019.) The Development Entities contend that LLTQ, LLTQ 16, MOTI, and MOTI 16’s prior pleadings already enabled them—under the liberal pleading standard of NRCP 8(a)—to seek damages for Caesars’ creation and operation Gordon Ramsay Steak in Atlantic City, New Jersey even though the restaurant was not specifically named in the LLTQ/MOTI Answer & Counterclaims. *See Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d 672, 674 (1984) (“Because Nevada is a notice-pleading jurisdiction, our courts liberally construe pleadings to place into issue matters which are fairly noticed to the adverse party.”). Regardless, given that Caesars sought and obtained leave to file its First Amended Complaint—which vastly expanded the scope of this litigation by adding coercive claims for relief and a new party—LLTQ, LLTQ 16, MOTI, and MOTI 16 are arguably compelled to assert all compulsory counterclaims against Caesars, which includes seeking damages for their claims related to Gordon Ramsay Steak in Atlantic City, New Jersey.

1 67. On information and belief, the New Pub/Steak Restaurants have been very
2 successful and remain in operation.

3 **Seibel Divests His Interests in the Development Entities**

4 68. On May 16, 2014, the parties entered into a written amendment (the “Amendment”)
5 with regard to the MOTI Agreement, the DNT Agreement, the TPOV Agreement, and the LLTQ
6 Agreement, authorizing each of MOTI, DNT, TPOV, and LLTQ to sell, assign, or transfer its
7 membership interests without written consent from Caesars, provided that the assignees are not
8 competitors of Caesars and would be subject to Caesars’ internal compliance department.

9 69. The Amendment further provided that any obligations to be performed by Seibel
10 under the MOTI Agreement, the DNT Agreement, the TPOV Agreement, and the LLTQ
11 Agreement could be delegated without written consent from Caesars so long as the person to whom
12 such obligations were delegated is reasonably qualified to carry out those obligations.

13 70. In April 2016, Seibel divested his membership interests in and management rights
14 for the Development Entities.

15 71. In April 2016, Seibel assigned his membership interests in MOTI, DNT (via RSG),
16 TPOV, LLTQ, and FERG to the Seibel Family 2016 Trust (the “Trust”), an irrevocable trust of
17 which he is neither a beneficiary nor a trustee.

18 72. MOTI, TPOV, LLTQ, and FERG (the “Initial Entities”) assigned (the
19 “Assignments”) their interests in the Development Agreements to MOTI 16, TPOV 16, LLTQ 16,
20 and FERG 16 (the “16-Entities”), respectively.

21 73. Seibel’s obligations under the MOTI, TPOV, LLTQ, and FERG Agreements were
22 delegated to others, such that Seibel has no continuing rights or responsibilities to the Initial Entities
23 or the 16-Entities.

24 74. Caesars was notified of the Assignments, in writing, and, in acknowledgment and
25 ratification of the Assignments, began making payments under the Development Agreements to the
26 16-Entities.

27 **Caesars Weaponizes Seibel’s Conviction to Terminate the Development Agreements**

28 75. In April 2016, Seibel personally pled guilty to a tax offense.

1 76. Caesars saw Seibel’s plea as pretext for its pre-planned objective to terminate the
2 Development Agreements and cease doing business with the Development Entities.

3 77. In September 2016, Caesars purported to terminate the Development Agreements,
4 contending that it had determined that Seibel—who had no interest in either the Initial Entities or
5 the 16-Entities—would be considered an “Unsuitable Person” by the Nevada Gaming Control
6 Board.

7 78. Caesars then stated that it was, *post hac*, rejecting the Assignments that it had
8 already ratified, contending that the Assignments were not valid and that it believed that the 16-
9 Entities remained affiliated with Seibel.

10 79. The Development Entities sought Caesars’ guidance and assistance to satisfy any of
11 Caesars’ alleged suitability concerns.

12 80. Caesars arbitrarily refused to provide any guidance or assistance to the Development
13 Entities to cure Caesars’ alleged suitability concerns.

14 81. Caesars did not allow (or offer to allow) the Development Entities an opportunity to
15 sell their interests in the Development Agreements to a third party deemed suitable by Caesars.

16 82. Caesars did not purchase (or offer to purchase) the Development Entities’ rights
17 under the Development Agreements.

18 83. Caesars did not close the Ramsay Restaurants (or the Old Homestead Restaurant);
19 nor did Caesars terminate any of its related agreements with Ramsay.

20 84. Caesars continued (and continues) to operate the Ramsay Restaurants (and the Old
21 Homestead Restaurant) for a substantial profit.

22 85. Caesars has not made any payments to the Development Entities as required by the
23 Development Agreements since terminating the Development Agreements.

24 86. Caesars wants the best of both worlds: receive the benefits of the Development
25 Agreements (e.g., capital funding and development of the Restaurants) without the corresponding
26 burdens (e.g., profit sharing with the Development Entities and repayment of the initial capital
27 funding provided by the Development Entities).

28

FIRST CAUSE OF ACTION

Breach of Contract

Development Entities v. Caesars

87. The Development Entities repeat and re-allege the above allegations as though fully set forth herein.

88. The Development Entities and Caesars entered into valid and binding contracts (the Development Agreements).

89. The Development Entities performed under the Development Agreements and/or were excused from performing.

90. Caesars materially breached the Development Agreements by, among other actions: (a) failing to pay the Development Entities monies owed under the Development Agreements; (b) wrongfully terminating the Development Agreements; (c) wrongfully rejecting the Assignments; (d) continuing to operate the Ramsay Restaurants (and the Old Homestead Restaurant) after its wrongful termination of the Development Agreements; and (e) creating and operating the New Pub/Steak Restaurants without entering into new agreements with LLTQ, TPOV, or an affiliate of LLTQ or TPOV.

91. As a result of Caesars' breaches, the Development Entities have been damaged in an amount in excess of \$15,000.

92. As a result of Caesars' breaches, the Development Entities have been forced to incur attorneys' fees and legal expenses, which the Development Entities are entitled to recover under the terms of the Development Agreements and/or as may be allowed by law.

93. The Development Entities are entitled to an accounting pursuant to the terms of the Development Agreements and under principles of equity.

SECOND CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing

Development Entities v. Caesars

94. The Development Entities repeat and re-allege the above allegations as though fully set forth herein.

1 95. The Development Entities and Caesars entered into valid and binding contracts (the
2 Development Agreements).

3 96. As a result of the Development Agreements, Caesars owed the Development Entities
4 a duty of good faith and fair dealing, which prohibited Caesars from deliberately contravening the
5 intention and spirit of the Development Agreements.

6 97. Caesars breached this duty by, among other actions: (a) failing to pay the
7 Development Entities monies owed under the Development Agreements; (b) wrongfully
8 terminating the Development Agreements; (c) wrongfully rejecting the Assignments; (d) continuing
9 to operate the Ramsay Restaurants (and the Old Homestead Restaurant) after its wrongful
10 termination of the Development Agreements; (e) creating and operating the New Pub/Steak
11 Restaurants without entering into new agreements with LLTQ, TPOV, or an affiliate of LLTQ or
12 TPOV; (f) failing to work with, assist, and provide guidance to the Development Entities to satisfy
13 Caesars' alleged suitability concerns; (g) failing to allow (or offer to allow) the Development
14 Entities to sell their interests in the Development Agreements to a third party deemed suitable by
15 Caesars; and (h) failing to purchase (or offer to purchase) the Development Entities' rights under
16 the Development Agreements.

17 98. Caesars' breaches of the implied covenant of good faith and fair dealing underlying
18 the Development Agreements deprived the Development Entities of their justified expectations.

19 99. As a result of Caesars' breaches, the Development Entities have been damaged in an
20 amount in excess of \$15,000.

21 100. As a result of Caesars' breaches, the Development Entities have been forced to incur
22 attorneys' fees and legal expenses, which the Development Entities are entitled to recover under the
23 terms of the Development Agreements and/or as may be allowed by law.

24 101. The Development Entities are entitled to an accounting pursuant to the terms of the
25 Development Agreements and under principles of equity.

26 ///

27 ///

28 ///

WHEREFORE, the Development Entities pray for relief as follows:

1. For permanent injunctive relief restraining Caesars from engaging in conduct in violation of the Development Agreements, including continuing to operate the Ramsay Restaurants (and the Old Homestead Restaurant) without remitting a share of the profits to the Development Entities;
2. For judgment for compensatory damages in excess of \$15,000;
3. For judgment for punitive or exemplary damages according to proof;
4. For an award of interest and costs as provided by law;
5. For an award of reasonable attorneys' fees and costs as provided by the Development Agreements and/or as may be allowed by law; and
6. For such other and further relief as may be deemed just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Nevada Rule of Civil Procedure 38, the Development Entities, Seibel, and Green demand a trial by jury of all triable issues in the above-captioned action.

DATED this 19th day of June 2020.

BAILEY ♦ KENNEDY

By: /s/ John R. Bailey

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JOSHUA P. GILMORE
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 19th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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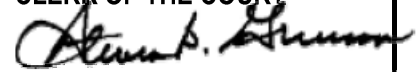
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/s/ Paul C. Williams
Employee of BAILEY ♦ KENNEDY

TAB 53



ARJT

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,)

-vs-)

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
Case No.: A-17-760537-B

**7th AMENDED ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
AMENDED DISCOVERY SCHEDULING ORDER CALL**

Pursuant to the Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request, the Discovery Deadlines and Trial dates are hereby amended as follows:

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Motions to amend pleadings or add parties Closed

Close of Fact Discovery Closed

1	Designation of experts pursuant to NRCP 16.1(a)(2)	Closed
2	Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	Closed
3	Discovery Cut Off (new)	November 18, 2020
4	(all)	December 18, 2020
5	Dispositive Motions	February 18, 2021
6	Motions in Limine	April 23, 2021

7
8 **IT IS HEREBY ORDERED THAT:**

9 A. The above entitled case is set to be tried to a jury on a **five week stack** to begin
10 **July 12, 2021 at 9:30 a.m.**

11 B. Pre-Trial Conference/Calendar Call will be held on **June 24, 2021 at 10:30 a.m.**

12 C. Parties are to appear on **February 3, 2021 at 9:00a.m.**, for a Status Check re Trial
13 Readiness.

14 D. The Pre-Trial Memorandum must be filed no later than **May 24, 2021**, with a
15 courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person)
16 **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include
17 in the Memorandum an identification of orders on all motions in limine or motions for partial
18 summary judgment previously made, a summary of any anticipated legal issues remaining, a brief
19 summary of the opinions to be offered by any witness to be called to offer opinion testimony as well
20 as any objections to the opinion testimony.

21 E. All motions in limine to exclude or admit evidence must be in writing and filed no
22 later than **April 23, 2021. Orders shortening time will not be signed except in extreme**
23 **emergencies.**

24 F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P.
25
26
27
28

1 16.1(a)(3) must be made at least 30 days before trial.

2 G. All original depositions anticipated to be used in any manner during the trial
3 must be delivered to the clerk prior to the firm trial date given at Calendar Call. If
4 deposition testimony is anticipated to be used in lieu of live testimony, a designation (by
5 page/line citation) of the portions of the testimony to be offered must be filed and served by
6 facsimile or hand, two (2) judicial days prior to the firm trial date. Any objections or
7 counterdesignations (by page/line citation) of testimony must be filed and served by
8 facsimile or hand, one (1) judicial day prior to the firm trial date. Counsel shall advise the
9 clerk prior to publication.
10

11
12 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
13 exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched placed in three
14 ring binders along with the exhibit list. The sets must be delivered to the clerk two days prior to the
15 firm trial date. Any demonstrative exhibits including exemplars anticipated to be used must be
16 disclosed prior to the calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
17 make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties,
18 demonstrative exhibits are marked for identification but not admitted into evidence.
19

20 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
21 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
22 make specific objections to items to be included in the Jury Notebook.
23

24 J. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
25 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
26 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
27
28


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 15, 2020.

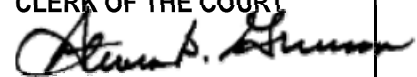
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19 
20 Timothy C. Williams, District Court Judge

21 **CERTIFICATE OF SERVICE**

22 I hereby certify that on the date filed, a copy of the foregoing Amended Order Setting Civil
23 Jury Trial, Pre-Trial/Calendar Call was electronically served, pursuant to N.E.F.C.R. Rule 9, to all
24 registered parties in the Eighth Judicial District Court Electronic Filing Program to all registered
25 service contacts on Odyssey File and Serve for Case No. A751759.

26 /s/ Lynn Berkheimer
27 Lynn Berkheimer, Judicial Executive Assistant

TAB 54



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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.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**STIPULATION AND PROPOSED
ORDER TO EXTEND DISCOVERY
DEADLINES (NINTH REQUEST)**

AND ALL RELATED MATTERS

The Parties, PHWLTV, LLC ("Planet Hollywood"), Gordon Ramsay ("Ramsay"), Rowen Seibel ("Seibel"), Craig Green ("Green"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), TPOV Enterprises, LLC ("TPOV"), TPOV 16 Enterprises, LLC ("TPOV 16"), Original Homestead Restaurant, Inc. ("OHR"), R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), and GR Burgr, LLC ("GRB") (the "Parties"), by and through their undersigned counsel of record, hereby stipulate and request to modify the schedule set by this Court's Sixth Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order dated June 18, 2020 (the "Sixth Scheduling Order"). This is the ninth request for an extension of discovery deadlines. The Parties stipulated to six extensions and this Court previously ordered two extensions following opposed motions. This Stipulation is being entered into in good faith and not for the purposes of delay, as good cause appears to extend discovery deadlines.

I. STATEMENT OF DISCOVERY COMPLETED TO DATE.

- Planet Hollywood served its initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Planet Hollywood served privilege/redaction logs in Case No. A-17-751759 on September 5, 2017. Planet Hollywood supplemented its disclosures on January 9, 2018.
- Seibel served his initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Ramsay also served his initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Caesars served its initial disclosures in Case No. A-17-760537-B (together with Case No. A-17-751759, the "Consolidated Action") on November 6, 2018.
- Caesars served its initial privilege log in the Consolidated Action on November 16, 2018.

- J. Jeffrey Frederick (who is no longer a party to the Consolidated Action) served his initial disclosures in the Consolidated Action on November 16, 2018.
- OHR served its initial disclosures in the Consolidated Action on November 27, 2018.
- Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and DNT served their initial disclosures in the Consolidated Action on November 29, 2018.
- Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and DNT served their requests for the production of documents on Caesars Palace, Paris, Planet Hollywood, and CAC on January 24, 2019.
- Caesars served its First Set of Requests for Production of Documents to Frederick on January 30, 2019.
- Desert Palace served its First Set of Interrogatories to Frederick on January 30, 2019.
- Desert Palace served its First Set of Interrogatories to Seibel on February 5, 2019.
- Caesars served its First Set of Requests for Production of Documents to Seibel on February 5, 2019.
- On March 1, 2019, Frederick served his responses to Desert Palace's First Set of Interrogatories.
- On March 1, 2019, Frederick served his responses to Caesars' First Set of Requests for Production of Documents.
- On March 5, 2019, Caesars served its responses to Seibel's First Set of Requests for Production of Documents.
- On March 7, 2019, Caesars served its First Set of Requests for Production of Documents to MOTI.
- On March 7, 2019, Caesars served its First Set of Requests for Production of Documents to MOTI 16.
- On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ.
- On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ 16.
- On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI.
- On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI 16.

- On March 8, 2019, CAC served its First Set of Interrogatories to FERG.
- On March 8, 2019, CAC served its First Set of Interrogatories to FERG 16.
- On March 8, 2019, Caesars served its First Set of Requests for Production of Documents to FERG.
- On March 8, 2019, Caesars served its First Set of Requests for Production of Documents to FERG 16.
- On March 8, 2019, Caesars served its First Set of Requests for Production of Documents to LLTQ.
- On March 8, 2019, Caesars served its First Set of Requests for Production of Documents to LLTQ 16.
- On March 14, 2019, Paris served its First Set of Interrogatories to TPOV.
- On March 14, 2019, Paris served its First Set of Interrogatories to TPOV 16.
- On March 18, 2019, Ramsay served his First Supplement to NRCP 16.1 Disclosures.
- On March 21, 2019, Seibel served his responses to Caesars' First Set of Requests for Production of Documents.
- On March 21, 2019, Seibel served his responses to Desert Palace's First Set of Interrogatories.
- On April 12, 2019, Caesars served its First Supplemental Disclosures Pursuant to NRCP 16.1.
- On April 22, 2019, FERG served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 23, 2019, FERG served its responses to Desert Palace's First Set of Interrogatories.
- On April 22, 2019, FERG 16 served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 23, 2019, FERG 16 served its responses to Desert Palace's First Set of Interrogatories.

- On April 22, 2019, LLTQ 16 served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 22, 2019, LLTQ 16 served its responses to Desert Palace's First Set of Interrogatories.
- On April 22, 2019, LLTQ served its responses to Desert Palace's amended First Set of Interrogatories.
- On April 22, 2019, LLTQ served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 22, 2019, MOTI served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 22, 2019, MOTI served its responses to Desert Palace's First Set of Interrogatories.
- On April 22, 2019, MOTI 16 served its responses to Caesars' First Set of Requests for Production of Documents.
- On April 22, 2019, MOTI 16 served its responses to Desert Palace's First Set of Interrogatories.
- On April 22, 2019, TPOV served its responses to Paris' First Set of Interrogatories.
- On April 22, 2019, TPOV 16 served its responses to Paris' First Set of Interrogatories.
- On April 30, 2019, Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, and FERG 16 (collectively, "Seibel and the Development Entities") served their First Supplemental Disclosure.
- On May 22, 2019, Caesars served its Second Supplemental Disclosures Pursuant to NRCP 16.1.
- On May 6, 2019, Seibel and the Development Entities served their Second Supplemental Disclosure.
- On May 22, 2019, Caesars served its First Supplemental Privilege Log.
- On June 6, 2019, Frederick served his First Set of Requests for Production of Documents to Desert Palace, Inc.

- On June 6, 2019, Frederick served his First Set of Requests for Production of Documents to Paris Las Vegas Operating Company, LLC.
- On June 6, 2019, Frederick served his First Set of Requests for Production of Documents to PHWLTV, LLC.
- On June 6, 2019, Frederick served his First Set of Requests for Production of Documents to Boardwalk Regency Corporation, d/b/a/ Caesars Atlantic City.
- On July 30, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On August 12, 2019, Seibel and the Development Entities served Requests for Admissions to Caesars.
- On August 12, 2019, Seibel and the Development Entities served Requests for Admissions to Ramsay.
- On August 14, 2019, Seibel and the Development Entities served Requests for Production of Documents to Ramsay.
- On August 14, 2019, Seibel and the Development Entities served Requests for Production of Documents to Caesars.
- On August 27, 2019, Caesars served its Third Supplemental Disclosures Pursuant to NRCP 16.1.
- On August 28 and 29, 2019, the Parties deposed Frederick
- On September 4 and 6, 2019, the Parties deposed Craig Green.
- On September 5, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV.
- On September 6, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV 16.
- On September 6, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On September 10, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On September 11, 2019, Caesars served its Responses to Seibel and the Development Entities' Requests for Admissions.

- On September 11, 2019, Ramsay served his Responses to Seibel and the Development Entities' Requests for Admissions.
- On September 13, 2019, Caesars served its Fourth Supplemental Disclosures Pursuant to NRCP 16.1.
- On September 13, 2019, Caesars served its Responses to Seibel and the Development Entities' Requests for Production of Documents.
- On September 13, 2019, Ramsay served his Responses to Seibel and the Development Entities' Requests for Production of Documents.
- On September 16, 2019, Seibel and the Development Entities deposed Thomas Jenkin.
- On September 18, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On September 19, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On September 20, 2019, Seibel and the Development Entities deposed Mark Clayton, Esq.
- On September 24 and 25, 2019, Caesars began deposing Seibel.
- On September 26, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On September 30, 2019, the Parties deposed Ramsay.
- On October 1, 2019, the Parties deposed the NRCP 30(b)(6) designee for Gordon Ramsay Holdings.
- On October 2, 2019, the LLTQ/FERG Defendants filed a Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims. That Motion was heard on November 6, 2019 and denied in its entirety.
- On October 3, 2019, Caesars served its Second Set of Requests for Production of Documents to Seibel.
- On October 7, 2019, Caesars served its Fifth Supplemental Disclosures Pursuant to NRCP 16.1.

- 1 • On October 11, 2019, Caesars served its Sixth Supplemental Disclosures Pursuant to
- 2 NRCP 16.1.
- 3 • On October 15, 2019, Seibel and the Development Entities deposited the NRCP 30(b)(6)
- 4 designee for Caesars' Capital Committee.
- 5 • On October 16, 2019, Seibel and the Development Entities deposited Richard Casto.
- 6 • On October 25, 2019, Caesars served its Third Set of Requests for Production of
- 7 Documents to Seibel.
- 8 • On October 29, 2019, the Parties deposited Marc Sherry.
- 9 • On October 30, 2019, the Parties deposited Greg Sherry.
- 10 • On October 30, 2019, Seibel and the Development Entities served their Second Request
- 11 for Production of Documents to Ramsay.
- 12 • On October 31, 2019, the Parties deposited Bryn Dorfman.
- 13 • On November 2, 2019, Seibel served his responses to Caesars' Second Set of Requests
- 14 for Production of Documents.
- 15 • On November 4, 2019, Caesars served its Seventh Supplemental Disclosures Pursuant
- 16 to NRCP 16.1.
- 17 • On November 5, 2019, Seibel and the Development Entities deposited the NRCP 30(b)(6)
- 18 designee for Caesars' Compliance Committee.
- 19 • On November 11, 2019, Seibel and the Development Entities served a supplemental
- 20 production of documents.
- 21 • On November 12, 2019, Caesars deposited the NRCP 30(b)(6) designee of LLTQ
- 22 Enterprises, LLC.
- 23 • On November 13, 2019, Caesars deposited the NRCP 30(b)(6) designee of LLTQ
- 24 Enterprises 16, LLC.
- 25 • On November 14, 2019, Caesars deposited the NRCP 30(b)(6) designee of MOTI
- 26 Partners, LLC.
- 27 • On November 14, 2019, Seibel and the Development Entities served a supplemental
- 28 production of documents.

- 1 • On November 22, 2019, Seibel and the Development Entities served their initial
- 2 privilege log.
- 3 • On November 22, 2019, Caesars served its Eighth Supplemental Disclosures Pursuant
- 4 to NRCP 16.1.
- 5 • On November 22, 2019, Caesars served its Second Supplemental Privilege Log.
- 6 • On November 25, 2019, Seibel served his responses to Caesars' Third Set of Requests
- 7 for Production of Documents.
- 8 • On December 2, 2019, Seibel and the Development Entities served a supplemental
- 9 production of documents.
- 10 • On December 3, 2019, Seibel and the Development Entities served a supplemental
- 11 production of documents.
- 12 • On December 5, 2019, Seibel and the Development Entities deposed Gary Selesner.
- 13 • On December 6, 2019, Caesars served its Third Supplemental Privilege Log.
- 14 • On December 9, 2019, Ramsay served his responses to Seibel and the Development
- 15 Entities' Second Request for Production of Documents.
- 16 • On December 11, 2019, Caesars filed a Motion for Leave to File First Amended
- 17 Complaint ("Caesars' Motion to Amend"). Caesars' Motion to Amend came before the
- 18 Court for hearing on February 12, 2020 and the Court granted the same.
- 19 • On December 12, 2019, Seibel and the Development Entities served a supplemental
- 20 production of documents.
- 21 • On December 20, 2019, Ramsay served a supplemental production of documents.
- 22 • On January 2, 2020, Ramsay served a supplemental production of documents.
- 23 • On January 31, 2020, Ramsay served his First Set of Requests for Production of
- 24 Documents to Seibel.
- 25 • On February 21, 2020, Seibel and the Development Entities served a supplemental
- 26 production of documents.
- 27 • On March 9, 2020, Caesars served a Notice of Out-of-State Subpoena Duces Tecum to
- 28 Innis & Gunn USA, Inc.

- On March 10, 2020, Caesars served a Notice of Out-of-State Subpoena Duces Tecum to Kostelanetz & Fink, LLC.
- On March 10, 2020, Caesars served its Ninth Supplemental Disclosures Pursuant to NRCP 16.1.
- On March 12, 2020, Caesars served a Notice of Out-of-State Subpoena Duces Tecum to Leonard A. Sands, Esq.
- On March 23, 2020, Seibel served his responses to Ramsay's First Set of Requests for Production of Documents.
- On April 10, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On May 15, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On May 26, 2020, Caesars served a First Amended Notice of Out-of-State Subpoena Duces Tecum to Innis & Gunn USA, Inc.
- On May 26, 2020, Caesars served a First Amended Notice of Out-of-State Subpoena Duces Tecum to Innis & Gunn USA, Inc.
- On May 26, 2020, Caesars served a First Amended Notice of Out-of-State Subpoena Duces Tecum to Leonard A. Sands, Esq.
- On May 26, 2020, Caesars served a First Amended Notice of Out-of-State Subpoena Duces Tecum to Kostelanetz & Fink.
- On May 27, 2020, Seibel served his First Supplemental Responses to Caesars' Second Set of Requests for Production of Documents.
- On May 29, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On June 3, 2020, Caesars served Notice of Out-of-State Subpoena Duces Tecum to BR 23 Venture, LLC.
- On June 3, 2020, Caesars served Notice of Out-of-State Subpoena Duces Tecum to Future Star Hospitality, LLC.

- On June 19, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On June 29, 2020, the Court entered the Parties' Stipulation and Order Permitting Issuance of Subpoenas.
- On June 30, 2020, Desert Palace served its First Set of Interrogatories to Green.
- On June 30, 2020, Caesars served its First Set of Requests for Production of Documents to Green.
- On June 30, 2020, Caesars served a Second Amended Notice of Out-of-State Subpoena Duces Tecum to Innis & Gunn USA, Inc.
- On June 30, 2020, Caesars served a Second Amended Notice of Out-of-State Subpoena Duces Tecum to Leonard A. Sands, Esq.
- On June 30, 2020, Caesars served a Second Amended Notice of Out-of-State Subpoena Duces Tecum to Kostelanetz & Fink.
- On June 30, 2020, Caesars served an Amended Notice of Out-of-State Subpoena Duces Tecum to BR 23 Venture, LLC.
- On June 30, 2020, Caesars served an Amended Notice of Out-of-State Subpoena Duces Tecum to Future Star Hospitality, LLC.
- On June 30, 2020, FERG served its First Set of Interrogatories to CAC.
- On June 30, 2020, FERG 16 served its First Set of Interrogatories to CAC.
- On June 30, 2020, Green served his First Set of Interrogatories to Desert Palace.
- On June 30, 2020, Green served his First Set of Interrogatories to Planet Hollywood.
- On June 30, 2020, LLTQ served its First Set of Interrogatories to Desert Palace.
- On June 30, 2020, LLTQ 16 served its First Set of Interrogatories to Desert Palace.
- On June 30, 2020, MOTI served its First Set of Interrogatories to Desert Palace.
- On June 30, 2020, MOTI 16 served its First Set of Interrogatories to Desert Palace.
- On June 30, 2020, R Squared served its First Set of Interrogatories to Desert Palace.
- On June 30, 2020, Seibel served his First Set of Interrogatories to Desert Palace.
- On June 30, 2020, Seibel served his First Set of Interrogatories to Planet Hollywood.

- On June 30, 2020, TPOV served its First Set of Interrogatories to Paris.
- On June 30, 2020, TPOV 16 served its First Set of Interrogatories to Paris.
- On June 30, 2020, Seibel, the Development Entities, and Green served their Third Set of Requests for Production of Documents to Caesars.
- On July 20, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On July 22, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On July 24, 2020, GRB served its Initial Disclosures Pursuant to NRCP 16.1.
- On July 24, 2020, FERG served its First Set of Admissions to CAC.
- On July 24, 2020, FERG 16 served its Request for Admissions to CAC.
- On July 24, 2020, Green served his Request for Admission to CAC
- On July 24, 2020, Green served his Request for Admission to Desert Palace.
- On July 24, 2020, Green served his Request for Admission to Paris.
- On July 24, 2020, Green served his Request for Admission to Planet Hollywood.
- On July 24, 2020, LLTQ 16 served its Request for Admission to Desert Palace.
- On July 24, 2020, LLTQ served its Request for Admission to Desert Palace.
- On July 24, 2020, MOTI 16 served its Request for Admission to Desert Place.
- On July 24, 2020, MOTI served its Request for Admission to Desert Palace.
- On July 24, 2020, R Squared served its Request for Admission to Desert Palace.
- On July 24, 2020, Seibel served his Request for Admissions to CAC.
- On July 24, 2020, Seibel served his Request for Admissions to Desert Palace.
- On July 24, 2020, Seibel served his Request for Admissions to Paris.
- On July 24, 2020, Seibel served his Request for Admissions to Planet Hollywood.
- On July 24, 2020, TPOV served its Request for Admissions to Paris.
- On July 24, 2020, TPOV 16 served its Request for Admissions to Paris.
- On July 28, 2020, Wexford Capital LP responded to Caesars' Subpoena Duces Tecum.

- On July 29, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On August 3, 2020, Innis & Gunn served responses to Caesars' Subpoena Duces Tecum.
- On August 4, 2020, Caesars served a Third Amended Notice of Out-of-State Subpoena Duces Tecum to Kostelanetz & Fink.
- On August 4, 2020, Caesars served a Second Amended Notice of Out-of-State Subpoena Duces Tecum to BR 23 Venture, LLC.
- On August 4, 2020, Caesars served a Second Amended Notice of Out-of-State Subpoena Duces Tecum to Future Star Hospitality, LLC.
- On August 7, 2020, Green served his responses to Desert Palace's First Set of Interrogatories.
- On August 7, 2020, Green served his responses to Caesars' First Set of Requests for Production.
- On August 11, 2020, Leonard A. Sands, Esq. responded to Caesars' Subpoena Duces Tecum.
- On August 17, 2020, Caesars served a Notice of Subpoena Duces Tecum to Sysco Las Vegas, Inc.
- On August 19, 2020, Caesars served its Tenth Supplemental Disclosures Pursuant to NRCP 16.1.
- On August 20, 2020, Seibel, the Development Entities, and Green served their Initial Expert Disclosures.
- On August 20, 2020, Caesars served its Expert Witness Disclosures Pursuant to NRCP 16.1(a)(2).
- On August 21, 2020, Caesars served its responses to Seibel, the Development Entities, and Green's Third Set of Requests for Production.
- On August 21, 2020, CAC served its responses to FERG's First Set of Interrogatories.
- On August 21, 2020, CAC served its responses to FERG 16's First Set of Interrogatories.

- On August 21, 2020, Desert Palace served its responses to R Squared's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to LLTQ's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to Seibel's First Interrogatories.
- On August 21, 2020, Paris served its responses to TPOV's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to LLTQ 16's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to Green's First Set of Interrogatories.
- On August 21, 2020, Paris served its responses to TPOV 16's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to MOTI's First Set of Interrogatories.
- On August 21, 2020, PHWLV served its responses to Green's First Set of Interrogatories.
- On August 21, 2020, Desert Palace served its responses to MOTI 16's First Set of Interrogatories.
- On August 21, 2020, Planet Hollywood served its responses to Seibel's First Set of Interrogatories.
- On August 21, 2020, Caesars served its responses to Seibel, the Development Entities, and Green's Third Set of Requests for Production.
- On August 24, 2020, Paris served its responses to TPOV 16's Request for Admissions.
- On August 24, 2020, CAC served its responses to FERG 16's Request for Admissions.
- On August 24, 2020, Desert Palace served its responses to MOTI 16's Request for Admissions.
- On August 24, 2020, Desert Palace served its responses to LLTQ 16's Request for Admissions.

- 1 • On August 24, 2020, Desert Palace served its responses to Seibel's Request for
- 2 Admissions.
- 3 • On August 24, 2020, CAC served its responses to Seibel's Request for Admissions.
- 4 • On August 24, 2020, Desert Palace served its responses to Green's Request for
- 5 Admissions.
- 6 • On August 24, 2020, CAC served its responses to Green's Request for Admissions.
- 7 • On August 24, 2020, Paris served its responses to Seibel's Request for Admissions.
- 8 • On August 24, 2020, Planet Hollywood served its responses to Seibel's Request for
- 9 Admissions.
- 10 • On August 24, 2020, Desert Palace served its responses to R Squared's Request for
- 11 Admissions.
- 12 • On August 24, 2020, Paris served its responses to TPOV's Request for Admissions.
- 13 • On August 24, 2020, Desert Palace served its responses to MOTI's Request for
- 14 Admissions.
- 15 • On August 24, 2020, Desert Palace served its responses to LLTQ's Request for
- 16 Admissions.
- 17 • On August 24, 2020, CAC served its responses to FERG's First Set of Admissions.
- 18 • On August 24, 2020, Planet Hollywood served its responses to Green's Request for
- 19 Admissions.
- 20 • On August 24, 2020, Paris served its responses to Green's Request for Admissions.
- 21 • On August 24, 2020, Planet Hollywood served its responses to Seibel's Requests for
- 22 Admissions.
- 23 • On August 24, 2020, Planet Hollywood served its responses to Green's Requests for
- 24 Admissions.
- 25 • On August 24, 2020, Paris served its responses to TPOV's Request for Admissions.
- 26 • On August 24, 2020, Paris served its responses to TPOV 16's Request for Admissions.
- 27 • On August 24, 2020, Paris served its responses to Seibel's Request for Admissions.
- 28 • On August 24, 2020, Paris served its responses to Green's Request for Admissions.

- 1 • On August 24, 2020, Desert Palace served its responses to Seibel's Request for
- 2 Admissions.
- 3 • On August 24, 2020, Desert Palace served its responses to R Squared's Request for
- 4 Admissions.
- 5 • On August 24, 2020, Desert Palace served its responses to Green's Request for
- 6 Admissions.
- 7 • On August 24, 2020, Desert Palace served its responses to MOTI's Request for
- 8 Admissions.
- 9 • On August 24, 2020, Desert Palace served its responses to MOTI 16's Request for
- 10 Admissions.
- 11 • On August 24, 2020, CAC served its responses to Seibel's Request for Admissions.
- 12 • On August 24, 2020, Desert Palace served its responses to LLTQ's Request for
- 13 Admissions.
- 14 • On August 24, 2020, CAC served its responses to FERG 16's Request for Admissions.
- 15 • On August 24, 2020, CAC served its responses to FERG's First Set of Admissions.
- 16 • On August 24, 2020, Desert Palace served its responses to LLTQ 16's Request for
- 17 Admissions.
- 18 • On August 24, 2020, CAC served its responses to Green's Request for Admissions.
- 19 • On August 26, 2020, Seibel served his First Supplemental Responses to Ramsay's First
- 20 Request for Production of Documents.
- 21 • On August 28, 2020, Seibel, the Development Entities, and Green served a
- 22 Supplemental Disclosure of Documents and Witnesses.
- 23 • On September 2, 2020, Sysco Las Vegas, Inc. responded to Caesars' Subpoena Duces
- 24 Tecum.
- 25 • On September 4, 2020, Seibel, the Development Entities, and Green served a
- 26 Supplemental Disclosure of Documents and Witnesses.
- 27 • On September 9, 2020, Caesars served its Supplemental Responses to Defendants' First
- 28 Request for Production of Documents.

- On September 11, 2020, Seibel, the Development Entities, and Green served their Fourth Set of Requests for Production of Documents.
- On September 14, 2020, Seibel, the Development Entities, and Green served a redaction log.
- On September 14, 2020, Caesars served Notice of Videotaped Deposition of the Seibel Family 2016 Trust Pursuant to NRCP 20(b)(6).
- On September 16, 2020, Seibel served his First Set of Interrogatories to Ramsay.
- On September 16, 2020, Seibel, the Development Entities, and Green served their Third Set of Requests for Production of Documents to Ramsay.
- On September 16, 2020, Seibel served his First Set of Interrogatories to CAC.
- On September 16, 2020, Seibel served his First Set of Interrogatories to Paris.
- On September 16, 2020, Seibel served his Second Set of Interrogatories to Planet Hollywood.
- On September 18, 2020, Desert Palace served its First Set of Requests for Admission to OHR.
- On September 18, 2020, Desert Palace served its Second Set of Interrogatories to Seibel.
- On September 18, 2020, Caesars served its Second Set of Requests for Documents to Green.
- On September 18, 2020, Caesars served its Fourth Set of Requests for Production of Documents to Seibel.
- On September 18, 2020, Ramsay served his First Set of Requests for Admission to GRB.
- On September 18, 2020, Ramsay served his First Set of Interrogatories to GRB.
- On September 18, 2020, Ramsay served his First Set of Interrogatories to Seibel.
- On September 18, 2020, Ramsay served his First Request for Production of Documents to GRB.
- On September 18, 2020, Ramsay served his Second Requests for Production of Documents to Seibel.

- On September 18, 2020, Seibel, the Development Entities, and Green served a Supplemental Disclosure of Documents and Witnesses.
- On September 21, 2020, Seibel, the Development Entities, and Green served their Rebuttal Expert Disclosures.
- On September 21, 2020, Caesars served its Rebuttal Expert Witness Disclosures Pursuant to NRCP 16.1(a)(2).
- On September 21, 2020, BR 23 Venture, LLC responded to Caesars' Subpoena Duces Tecum.
- On September 21, 2020, Future Star Hospitality, LLC responded to Caesars' Subpoena Duces Tecum.

The Parties agreed that discovery in this matter will proceed simultaneously with discovery conducted in an action pending before the United States District Court, District of Nevada, styled as *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC*, Case No. 2:17-cv-00346-JCM-VCF. A stipulation seeking to extend the remaining deadlines in that action in the same timeframe proposed below has been submitted.

II. DISCOVERY REMAINING TO BE COMPLETED.

With certain agreed upon limitations discussed below, the Parties anticipate completing the production of additional documents, serving additional/amended privilege logs, propounding and responding to additional written discovery, conducting additional depositions (including expert depositions), and conducting third-party document and deposition discovery.

III. REASONS WHY THE REMAINING DISCOVERY WAS NOT COMPLETED.

At the outset, Case No. A-17-751759 involved extensive motion practice. On February 28, 2017, Seibel filed a motion for preliminary injunction. Ramsay and Planet Hollywood filed their oppositions on March 17, 2017. The Court entered an order denying Seibel's motion for preliminary injunction on April 12, 2017. Thereafter, Planet Hollywood filed a motion to dismiss on April 7, 2017, to which Seibel filed an opposition on April 24, 2017. This Court entered an order granting in part, and denying in part, Planet Hollywood's motion to dismiss on June 16, 2017. Subsequently, Seibel, on behalf of GRB, filed a motion for partial summary judgment on September 18, 2017,

1 Planet Hollywood filed an opposition on October 5, 2017, and Ramsay filed his opposition on
2 October 6, 2017. On or about October 5, 2017, an order was entered in the Court of Chancery of
3 the State of Delaware dissolving GRB and appointing a liquidating trustee. As a result of the
4 Delaware Court's order, on November 7, 2017, at the hearing on the motion for partial summary
5 judgment, this Court continued the matter in order to give the trustee the opportunity to review and
6 take a position on the derivative claims brought by Seibel.

7 On or about March 30, 2020, the trustee appointed to dissolve GRB filed a Report and
8 Proposed Liquidation Plan for GRB in the Court of Chancery of the State of Delaware (the
9 "Report"). A redacted, public version of the Report was filed on April 6, 2020, addressing, among
10 other things, the derivative claims brought by Seibel in Case No. A-17-751759, the claims brought
11 by Caesars against GRB in Case No. A-17-760537, and the assignment of claims by GRB to Seibel
12 and Ramsay. Ramsay's entity, GR US Licensing, LP, filed Exceptions to the Receiver's Report and
13 Proposed Liquidated Plan, dated May 22, 2020. Seibel filed a Reply Brief in Further Support of
14 Limited Exceptions to the Receiver's Report and Proposed Liquidation Plan for GR Burgr, LLC,
15 dated June 19, 2020. A hearing on the Report was held before the Court of Chancery of the State
16 of Delaware on June 26, 2020. The Delaware court did not resolve the matter and allowed for
17 additional briefing. The Delaware proceeding remains pending.

18 In addition to the motion practice and trustee issues, the Parties stipulated to consolidate this
19 action with Case No. A-17-760537-B. On February 9, 2018, this Court entered a Stipulation and
20 Order to Consolidate. Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, DNT, TPOV,
21 and TPOV 16 filed Motions to Dismiss and/or Amended Motions to Dismiss on February 22, 2018.
22 Caesars filed a Consolidated Opposition to all of the Motions on March 12, 2018. These motions
23 were denied on June 1, 2018. On June 18, 2018, Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI,
24 MOTI 16, DNT, TPOV, and TPOV 16 filed a petition for writ of mandamus or prohibition and a
25 motion to stay the proceedings pending a decision on their petition for a writ of mandamus or
26 prohibition. Caesars filed its Opposition to the stay motion on July 9, 2018. The motion to stay was
27 denied on August 22, 2018. On September 5, 2018, Seibel, LLTQ, LLTQ 16, FERG, FERG 16,
28 MOTI, MOTI 16, DNT, TPOV, and TPOV 16 filed a Motion to Stay All District Court Proceedings

1 in the Supreme Court of Nevada. On September 14, 2018, Caesars filed its Response to the Motion
2 to Stay All District Court Proceedings in the Supreme Court of Nevada. On November 9, 2018, the
3 Supreme Court of Nevada issued an Order Denying the Motion to Stay. On June 7, 2019, the
4 Supreme Court of Nevada issued an Order Denying Petition for Writ of Mandamus or Prohibition.

5 Meanwhile, on or about August 6, 2018, OHR moved to intervene. On August 9, 2018, the
6 Parties agreed to attempt to resolve this action, as well as a number of related actions through
7 mediation. The mediation was held on October 12, 2018. This action was not resolved.

8 In May 2019, attorneys for Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16,
9 DNT (appearing derivatively by one of its two members, R Squared), TPOV, and TPOV 16 filed
10 various motions to withdraw and stay. The Parties came before the Court for hearing on May 23,
11 2019. During the hearing, this Court orally granted the motions to withdraw and granted the motion
12 to stay, in part, for two weeks. On May 31, 2019, the Court entered a written order granting the
13 motions to withdraw. On June 4, 2019, the Court entered a written order granting, in part, the
14 motion to stay. Also, on June 4, 2019, new counsel for Seibel, LLTQ, LLTQ 16, FERG, FERG 16,
15 MOTI, MOTI 16, DNT (appearing derivatively by one of its two members, R Squared), TPOV, and
16 TPOV 16 filed a Notice of Appearance.

17 Since that time, the Parties have actively been engaged in discovery as outlined above.
18 Except for depositions of the Parties' respective experts, expert discovery is now closed. The Parties
19 have conducted multiple depositions to date, but additional discovery remains to be completed, and
20 additional depositions remain to be taken, including certain out-of-state witnesses.

21 Following the untimely passing of prior lead counsel for Seibel and the Development
22 Entities (Steven Bennett, Esq.), the Parties postponed meet and confers on various discovery issues,
23 hearings on pending motions, and depositions which were being discussed to proceed in January
24 2020 were placed on hold.

1 On February 12, 2020, this Court heard and granted Caesars' Motion for Leave to File First
2 Amended Complaint. The Order was entered on March 10, 2020, and the First Amended Complaint
3 was filed on March 11, 2020.¹

4 On March 2, 2020, the law firm of Bailey Kennedy appeared as counsel in this matter for
5 Seibel and the Development Entities. Shortly thereafter, on or around March 12, 2020, Governor
6 Sisolak issued a Declaration of Emergency in the state of Nevada following the outbreak of the
7 COVID-19 health emergency. Additional actions have been taken by other local governments and
8 the judiciary since then, including, without limitation, entry of Administrative Order 20-01 in *In*
9 *the Matter of the Eighth Judicial District Court's Response to Coronavirus Disease (COVID-19)*,
10 in which Chief Judge Bell suspended all jury trials for 30 days, effective March 16, 2020, due to
11 "the severity of the risk posed to the public by COVID-19," and entry of Administrative Order 20-
12 09 in *In the Administrative Matter of Court Operations of Civil Matters In Response to COVID-19*,
13 in which Chief Judge Bell stayed "[a]ll deadlines pursuant to NRCP 16.1 for initial disclosures,
14 disclosure of expert witnesses and testimony, [and] supplementation of discovery" for 30 days (i.e.,
15 until April 20, 2020), precluded parties from issuing subpoenas without prior approval from the
16 Discovery Commissioner for 30 days (i.e., until April 20, 2020), and encouraged district court
17 judges to liberally grant stay requests "at this time based on any COVID-19 related issues." This
18 Court, like most others, ceased holding in-person hearings (unless absolutely necessary) as a
19 precaution in response to COVID-19.

20 The COVID-19 health emergency restricted travel for counsel for the Parties and witnesses,
21 thereby hampering the Parties' ability to schedule and conduct depositions. For example, Caesars
22 noticed the depositions of Seibel and the NRCP 30(b)(6) designees of MOTI 16, FERG, and FERG
23 16 in April 2020; however, because Seibel and the current anticipated designee (Green) reside in
24

25 ¹ Seibel, the Development Entities, and Green filed a Motion to Dismiss Counts IV, V, VI,
26 VII, and VIII of Caesars' First Amended Complaint on April 8, 2020. The Court entered an Order
27 Denying, Without Prejudice, Seibel, the Development Entities, and Green's Motion to Dismiss
28 Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint on May 29, 2020. The
Development Entities, Seibel, and Green filed an Answer to Caesars' First Amended Complaint and
Counterclaims on June 19, 2020. Caesars filed a Motion to Strike the Seibel-Affiliated Entities
Counterclaims and/or in the Alternative, Motion to Dismiss on July 15, 2020. The Court held a
hearing on the motion to strike on September 23, 2020 and a decision is pending.

New York, the depositions are being rescheduled to adhere to strict social distancing requirements and avoid unnecessary possible exposure to COVID-19 for the health and safety of everyone involved. Similarly, Caesars sought, but was initially unable to domesticate subpoenas sought to be served on third parties in New York and Florida due to limited access to the local courts in those jurisdictions. Additionally, working conditions have shifted for the Parties' counsel, as some counsel continue to work remotely.

Based on these and myriad other unanticipated events that occurred in light of the current COVID-19 health emergency, the Parties agreed to stay this matter, with a few exceptions, until May 22, 2020. (*See* Stipulation to Stay Discovery and Proposed Order to Extend Discovery Deadlines Following Stay (Seventh Request) 14:20-15:26.) The Parties agreed to recommence the then-existing discovery period following the stay. Seibel, the Development Entities, and Green subsequently moved to extend the discovery period and continue the trial date, which motion was granted in part by the Court pursuant to its June 29, 2020 Order. Since then, the Parties have served and responded to numerous written discovery requests, exchanged initial and rebuttal expert disclosures, engaged in various meet and confers, and have begun discussing scheduling depositions. Despite the Parties' good faith efforts, additional time is needed for discovery.

IV. PROPOSED SCHEDULE FOR COMPLETING ALL REMAINING DISCOVERY.

The Parties propose an extension of discovery as follows:

- Thirty (30) additional days from the current close of discovery to propound any additional written discovery on parties and non-parties; and
- Sixty (60) days from the current close of discovery to take depositions and to conduct clean up discovery (*e.g.*, meet and confer practice, and supplemental discovery responses and/or disclosures, if any, stemming therefrom). Thus, following the initial 30-day extension, no Party may propound new written discovery or issue any new subpoenas.²

² A carve-out to the "no new discovery" after the first 30 days of the Parties' requested 60-day discovery extension depends on the Court's ruling on Caesars' pending motion to strike the Development Entities' amended counterclaims. If the Court denies the motion, the parties will be

The Parties propose the following schedule:

<u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
Add parties or amend pleadings	February 4, 2019	No Change
Initial Expert Disclosures	August 20, 2020	No Change
Rebuttal Expert Disclosures	September 21, 2020	No Change
Close of Discovery	October 19, 2020	November 18, 2020 (new discovery) December 18, 2020 (all discovery)
Dispositive Motions	November 18, 2020	February 18, 2021
Motions in Limine	January 4, 2021	April 23, 2021
Pre-Trial memorandum	February 18, 2021	May 24, 2021
Trial	February 22, 2021	July 12, 2021

V. CURRENT TRIAL DATE.

This case is set to be tried on a five-week stack beginning on February 22, 2020, at 9:30 a.m., pursuant to the Sixth Scheduling Order. The Parties request that the Court continue the trial to its 5-week stack beginning on July 12, 2021 or as soon thereafter as its calendar permits, to allow adequate time for the Parties to complete discovery and for the Court to hear dispositive motions. Given the proposed extensions and good cause appearing, the Parties respectfully request that this Court vacate the February 22, 2021 trial date in this matter and that the Court issue an amended scheduling order reflecting the deadlines and trial date proposed by the Parties.

permitted to serve additional written discovery related to the amended counterclaims through the close of all discovery (i.e. on or before December 18, 2020).

The Parties represent that this stipulation is sought in good faith, is not interposed for delay, and is not filed for an improper purpose.

Respectfully submitted by:

DATED October 9, 2020

PISANELLI BICE PLLC

By: /s/ Brittanie T. Watkins
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
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Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
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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*

DATED October 7, 2020

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
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140 Broad Street
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1980 Festival Plaza Drive, #700
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*Attorneys for The Original Homestead
Restaurant, Inc*

DATED October 7, 2020

BAILEY KENNEDY

By: /s/ Paul C. Williams
John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
Stephanie J. Glantz, Esq., Bar No. 14878
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*Attorneys for Rowen Seibel,
Moti Partners, LLC, Moti Partner 16, LLC,
LLTQ Enterprises, LLC,
LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC,
TPOV Enterprises 16, LLC,
FERG, LLC, FERG 16, LLC. Craig Green,
and R Squared Global Solutions, LLC,
Derivatively on Behalf of DNT Acquisition,
LLC*

DATED October 8, 2020

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert
John Tennert, Esq. (SBN 11728)
300 East 2nd Street, Suite 1510
Reno, NV 89501

Attorneys for Gordon Ramsay

DATED October 7, 2020

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy., Suite 700
Las Vegas, NV 89169
aaron.lovaas@ndlf.com

Attorneys for Nominal Plaintiff GR Burgr LLC

ORDER


Based on the foregoing Stipulation of the Parties and good cause appearing therefor,

IT IS HEREBY ORDERED that the discovery deadlines in this matter are continued as follows:

<u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
Close of Discovery	October 19, 2020	November 18, 2020 (new discovery) December 18, 2020 (all discovery)
Dispositive Motions	November 18, 2020	February 18, 2021
Motions in Limine	January 4, 2021	April 23, 2021
Pre-Trial memorandum	February 18, 2021	May 24, 2021
Trial	February 22, 2021	July 12, 2021

IT IS SO ORDERED.

DATED this 15th day of October 2020.



THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT LB

AUTHORIZATIONS FOR ELECTRONIC SIGNATURES

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Wednesday, October 7, 2020 5:48 AM
To: Brittanie T. Watkins; Paul Williams; Tennert, John; Aaron D. Lovaas
Cc: James Pisanelli; Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Joshua C. Stephanie Glantz; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Russo; Cinda C. Towne
Subject: RE: [EXTERNAL]:Caesars/Seibel - 30-day extensions

CAUTION: External Email

You may on behalf of OHR

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Wednesday, October 7, 2020 8:26 AM
To: Brittanie T. Watkins; Paul Williams; Tennert, John; Alan Lebensfeld
Cc: James Pisanelli; Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Joshua Gilmore; Stephanie Glantz; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Susan Russo; Cinda C. Towne
Subject: RE: [EXTERNAL]:Caesars/Seibel - 30-day extensions

CAUTION: External Email

You may apply my e-signature. Thank you.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillion LLP](#)

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Wednesday, October 7, 2020 9:08 AM
To: Brittanie T. Watkins
Cc: James Pisanelli; Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Joshua Gilmore; Stephanie Glantz; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Susan Russo; Cinda C. Towne; Tennert, John; Aaron D. Lovaas; Alan Lebensfeld
Subject: RE: [EXTERNAL]:Caesars/Seibel - 30-day extensions

CAUTION: External Email

You may apply my electronic signature.

Thank you,

Paul C. Williams
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(702) 562-8820 (Main)
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Cinda C. Towne

From: Tennert, John <jtennert@fclaw.com>
Sent: Thursday, October 8, 2020 5:52 PM
To: Brittanie T. Watkins
Cc: James Pisanelli; Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Joshua Gilmore; Paul Williams; Stephanie Glantz; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Susan Russo; Cinda C. Towne; Aaron D. Lovaas; Alan Lebensfeld
Subject: Re: [EXTERNAL]:Caesars/Seibel - 30-day extensions

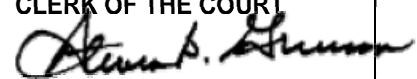
CAUTION: External Email

Hi Brittanie, you may apply my electronic signature.
Thanks,

Sent from my iPhone

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TAB 55



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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLV, 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.

PHWLV, 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

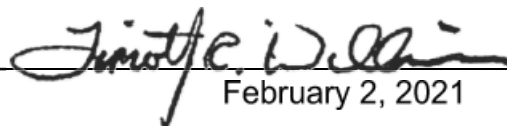
**ORDER GRANTING MOTION TO
REDACT CAESARS' OPPOSITION TO
THE DEVELOPMENT ENTITIES,
ROWEN SEIBEL, AND CRAIG GREEN'S
MOTION (1) FOR LEAVE TO TAKE
CAESARS' NRCP 30(B)(6)
DEPOSITIONS; AND (2) TO COMPEL
RESPONSES TO WRITTEN DISCOVERY
ON ORDER SHORTENING TIME; AND
COUNTERMOTION FOR PROTECTIVE
ORDER AND FOR LEAVE TO TAKE
LIMITED DEPOSITION OF CRAIG
GREEN AND SEAL EXHIBITS 3-6, 8-11,
13, 15, AND 16 THERETO**

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 15, and 16 Thereto* (the "Motion to Seal"), filed on December 4, 2020, came before this Court for hearing on January 6, 2021. M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), and R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition, LLC ("DNT").

Upon review of the papers and pleadings on file in this matter, as proper service of the Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibits 3-6, 8-11, 13, 15, and 16 to Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green contain commercially sensitive information creating a compelling interest in protecting the filing and information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED.

IT IS SO ORDERED.


February 2, 2021 ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED January 25, 2021

DATED January 14, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ Brittanie T. Watkins
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
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By: /s/ Paul C. Williams
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Company, LLC; PHWLTV, LLC; and
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Corporation d/b/a Caesars Atlantic City*

*Attorneys for Rowen Seibel, Craig Green
Moti Partners, LLC, Moti Partner 16, LLC,
LLTQ Enterprises, LLC,
LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC,
TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC; and R
Squared Global Solutions, LLC, Derivatively
on Behalf of DNT Acquisition, LLC*

Approved as to form and content by:

DATED January 25, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld

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*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 20, 2021

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert

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Wade Beavers, Esq. (SBN 13451)
7800 Rancharra Pkwy
Reno, NV 89511

Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED January 14, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas

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3800 Howard Hughes Pkwy, Suite 700
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Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Thursday, January 14, 2021 8:35 AM
To: Brittanie T. Watkins
Cc: Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo; Tennert, John; Alan Lebensfeld; Aaron D. Lovaas
Subject: RE: Order Granting Caesars' Motion to Seal

CAUTION: External Email

Hi Brittanie,

You may affix my electronic signature.

Thank you,

Paul C. Williams
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(702) 789-4552 (Direct)
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*****This email is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at (702) 562-8820 and delete this email and any attachments from your workstation or network mail system.*****

From: Brittanie T. Watkins <BTW@pisanellibice.com>
Sent: Wednesday, January 13, 2021 2:21 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Order Granting Caesars' Motion to Seal

Counsel,

Please find attached a proposed order granting Caesars' motion to seal and redact and let us know if we may apply your electronic signature.

Best regards,

Brittnie T. Watkins
PISANELLI BICE PLLC

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Thursday, January 14, 2021 10:27 AM
To: Brittanie T. Watkins; Joshua Gilmore; Paul Williams; Stephanie Glantz; Sharon Murnane; Susan Russo; Tennert, John; Alan Lebensfeld
Cc: Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Cinda C. Towne
Subject: RE: [EXTERNAL]:Order Granting Caesars' Motion to Seal

CAUTION: External Email

You may apply my e-signature. Thanks.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillion LLP](#)

From: Brittanie T. Watkins <BTW@pisanellibice.com>
Sent: Wednesday, January 13, 2021 2:21 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: [EXTERNAL]:Order Granting Caesars' Motion to Seal

Counsel,

Please find attached a proposed order granting Caesars' motion to seal and redact and let us know if we may apply your electronic signature.

Best regards,

Brittanie T. Watkins
PISANELLI BICE PLLC

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Wednesday, January 20, 2021 6:42 PM
To: Brittanie T. Watkins
Cc: Alan Lebensfeld; Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Cinda C. Towne; Aaron D. Lovaas; Joshua Gilmore; Paul Williams; Stephanie Glantz; Sharon Murnane; Susan Russo
Subject: Re: [EXTERNAL]:Order Granting Caesars' Motion to Seal

CAUTION: External Email

Hi Brittanie, you may add my signature.
John

Sent from my iPhone

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



Fennemore has expanded to California. [Read more here.](#)

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

On Jan 20, 2021, at 5:51 PM, Brittanie T. Watkins <BTW@pisanellibice.com> wrote:

Good evening, John and Alan,

I am following up on the below. Please let us know if we may apply your electronic signature.

Best regards,

Brittanie T. Watkins

From: "Aaron D. Lovaas" <Aaron.Lovaas@ndlf.com>
Date: Thursday, January 14, 2021 at 10:27 AM
To: "Brittnie T. Watkins" <BTW@pisanellibice.com>, Joshua Gilmore <JGilmore@baileykennedy.com>, Paul Williams <PWilliams@baileykennedy.com>, Stephanie Glantz <SGlantz@baileykennedy.com>, Sharon Murnane <SMurnane@baileykennedy.com>, Susan Russo <SRusso@baileykennedy.com>, "Tennert, John" <jtennert@fennemorelaw.com>, Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Debra Spinelli <dls@pisanellibice.com>, Magali Mercera <mmm@pisanellibice.com>, "Robert A. Ryan" <RR@pisanellibice.com>, "Emily A. Buchwald" <eab@pisanellibice.com>, "Cinda C. Towne" <cct@pisanellibice.com>
Subject: RE: [EXTERNAL]:Order Granting Caesars' Motion to Seal

CAUTION: External Email

You may apply my e-signature. Thanks.

Aaron D. Lovaas
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From: Brittnie T. Watkins <BTW@pisanellibice.com>
Sent: Wednesday, January 13, 2021 2:21 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: [EXTERNAL]:Order Granting Caesars' Motion to Seal

Counsel,

Please find attached a proposed order granting Caesars' motion to seal and redact and let us know if we may apply your electronic signature.

Best regards,

Brittnie T. Watkins
PISANELLI BICE PLLC

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, January 25, 2021 12:19 PM
To: Brittanie T. Watkins
Cc: Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Cinda C. Towne; Aaron D. Lovaas; Joshua Gilmore; Paul Williams; Stephanie Glantz; Sharon Murnane; Susan Russo; Tennert, John
Subject: RE: [EXTERNAL]:Order Granting Caesars' Motion to Seal

CAUTION: External Email

You may. Thanks

From: Brittanie T. Watkins [mailto:BTW@pisanellibice.com]
Sent: Monday, January 25, 2021 2:48 PM
To: Alan Lebensfeld
Cc: Debra Spinelli; Magali Mercera; Robert A. Ryan; Emily A. Buchwald; Cinda C. Towne; Aaron D. Lovaas; Joshua Gilmore; Paul Williams; Stephanie Glantz; Sharon Murnane; Susan Russo; Tennert, John
Subject: Re: [EXTERNAL]:Order Granting Caesars' Motion to Seal

Thank you, John, Aaron, and Paul.

Alan—please let us know if we may apply your electronic signature.

Best regards,

Brittanie T. Watkins
PISANELLI BICE PLLC

From: "Brittanie T. Watkins" <BTW@pisanellibice.com>
Date: Wednesday, January 20, 2021 at 5:50 PM
To: "Tennert, John" <jtennert@fennemorelaw.com>, Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Debra Spinelli <dls@pisanellibice.com>, Magali Mercera <mmm@pisanellibice.com>, "Robert A. Ryan" <RR@pisanellibice.com>, "Emily A. Buchwald" <eab@pisanellibice.com>, "Cinda C. Towne" <cct@pisanellibice.com>, "Aaron D. Lovaas" <Aaron.Lovaas@ndlf.com>, Joshua Gilmore <JGilmore@baileykennedy.com>, Paul Williams <PWilliams@baileykennedy.com>, Stephanie Glantz <SGlantz@baileykennedy.com>, Sharon Murnane <SMurnane@baileykennedy.com>, Susan Russo <SRusso@baileykennedy.com>
Subject: Re: [EXTERNAL]:Order Granting Caesars' Motion to Seal

Good evening, John and Alan,

I am following up on the below. Please let us know if we may apply your electronic signature.

Best regards,

Brittanie T. Watkins
PISANELLI BICE PLLC

From: "Aaron D. Lovaas" <Aaron.Lovaas@ndlf.com>

Date: Thursday, January 14, 2021 at 10:27 AM

To: "Brittnie T. Watkins" <BTW@pisanellibice.com>, Joshua Gilmore <JGilmore@baileykennedy.com>, Paul Williams <PWilliams@baileykennedy.com>, Stephanie Glantz <SGlantz@baileykennedy.com>, Sharon Murnane <SMurnane@baileykennedy.com>, Susan Russo <SRusso@baileykennedy.com>, "Tennert, John" <jtennert@fennemorelaw.com>, Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>

Cc: Debra Spinelli <dls@pisanellibice.com>, Magali Mercera <mmm@pisanellibice.com>, "Robert A. Ryan" <RR@pisanellibice.com>, "Emily A. Buchwald" <eab@pisanellibice.com>, "Cinda C. Towne" <cct@pisanellibice.com>

Subject: RE: [EXTERNAL]:Order Granting Caesars' Motion to Seal

CAUTION: External Email

You may apply my e-signature. Thanks.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillion LLP](#)

From: Brittnie T. Watkins <BTW@pisanellibice.com>

Sent: Wednesday, January 13, 2021 2:21 PM

To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>

Cc: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>

Subject: [EXTERNAL]:Order Granting Caesars' Motion to Seal

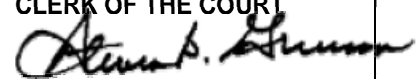
Counsel,

Please find attached a proposed order granting Caesars' motion to seal and redact and let us know if we may apply your electronic signature.

Best regards,

Brittnie T. Watkins
PISANELLI BICE PLLC

TAB 56



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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
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-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER GRANTING
CAESARS' MOTION TO STRIKE THE
SEIBEL-AFFILIATED ENTITIES'
COUNTERCLAIMS, AND/OR IN THE
ALTERNATIVE, MOTION TO DISMISS**

Date of Hearing: September 23, 2020

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss* (the "Motion to Strike"), filed on July 15, 2020, came before this Court for hearing on September 23, 2020, at 9:00 a.m. James J. Pisanelli, Esq., Debra L. Spinelli, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. John R. Bailey, Esq. and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared"), (collectively the "Development Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").¹ John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay"). Aaron D. Lovaas, Esq. of the law firm NEWMAYER & DILLION LLP, appeared telephonically on behalf of GR Burgr, LLC ("GRB").

The Court having considered the Motion to Strike, the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. THE COURT FINDS THAT, Caesars filed its Complaint in Case No. A-17-760537-B on August 25, 2017 (the "Original Complaint"), setting forth three causes of action against Seibel and the Development Entities relating to the termination of the

¹ Seibel, Green, and the Development Entities are collectively referred to herein as the "Development Parties."

Development Agreements,² including: (1) declaratory judgment declaring that Caesars properly terminated all of the Development Agreements; (2) declaratory judgment declaring that Caesars does not have any current or future obligations to Defendants under the Development Agreements; and (3) declaratory judgment declaring that the Development Agreements do not prohibit or limit existing or future restaurant ventures between Caesars and Ramsay.

2. THE COURT FURTHER FINDS THAT, Case No A-17-760537-B was consolidated with and into Case No. A-17-751759-B on or about February 9, 2018, pursuant to a stipulation and order. (Stipulation & Order to Consolidate Case No. A-17-760537-B with & into Case No. A-17-751759-B, Feb. 9, 2018, on file.)

3. THE COURT FURTHER FINDS THAT, on or about July 6, 2018, LLTQ, LLTQ 16, FERG, FERG 16, and DNT, derivatively by R Squared, filed answers to Caesars' Original Complaint and counterclaims against Caesars. (LLTQ/FERG Defs.' Answer & Affirmative Defenses to Pl.'s Compl. & Countercls., July 6, 2018, on file; Def. DNT's Answer to Pl.'s Compl. & Coutnercls., July 6, 2018, on file.)

4. THE COURT FURTHER FINDS THAT, on or about July 6, 2018, TPOV, TPOV 16, MOTI, and MOTI 16 filed answers only to Caesars' Original Complaint. (MOTI Defs.' Answer & Affirmative Defenses to Pl.'s Compl., July 6, 2018; Defs. TPOV & TPOV 16's Answer to Pl.'s Compl., July 6, 2018, on file.)

5. THE COURT FURTHER FINDS THAT, on or about October 31, 2018, the Court issued a scheduling order setting, among other things, the deadline to amend pleadings or add

² The Development Agreements include: (1) a Development, Operation and License Agreement between MOTI Partners, LLC and Desert Palace, Inc., dated March 2009 (the "MOTI Agreement"); (2) a Development, Operation and License Agreement between DNT Acquisition, LLC, the Original Homestead Restaurant, Inc., and Desert Palace, Inc., dated June 21, 2011 (the "DNT Agreement"); (3) a Development and Operation Agreement between TPOV and Paris, dated November 2011 (the "TPOV Agreement"); (4) a Development and Operation Agreement between LLTQ Enterprises, LLC and Desert Palace, Inc., dated April 4, 2012 (the "LLTQ Agreement"); (5) a Development, Operation and License Agreement between PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager, LLC, GR BURGR, LLC, and Gordon Ramsay, dated December 13, 2012 (the "GR Burgr Agreement"); and (6) a Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation dba Caesars Atlantic City, dated May 16, 2014 (the "FERG Agreement").

parties for February 4, 2019. (Business Court Scheduling Order Setting Civil Jury Trial & Pre-Trial Conference Calendar Call, Oct. 31, 2018, on file, at 2:3.)

6. THE COURT FURTHER FINDS THAT, the deadline to amend pleadings or add parties was never extended or otherwise modified beyond February 4, 2019.

7. THE COURT FURTHER FINDS THAT, on or about October 2, 2019, nearly eight months after the deadline to amend pleadings expired, LLTQ, LLTQ 16, FERG, and FERG 16 (the "LLTQ/FERG Defendants") moved this Court for leave to amend their counterclaims to add claims in their counterclaims related to a Gordon Ramsay Steak Restaurant located in Atlantic City as well as additional restaurants in the United States involving Gordon Ramsay and Caesars or its affiliates (Mot. to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses & Countercls., Oct. 2, 2019, on file.)

8. THE COURT FURTHER FINDS THAT, the Court denied the LLTQ/FERG Defendants' request to amend, finding that the LLTQ/FERG Defendants had failed to meet their "burden and ha[d] not demonstrated that good cause exists to permit amendment of their counterclaim." (Order Denying Mot. to Amend LLTQ/FERG Defs.' Answer, Affirmative Defenses, & Countercls., at 3:4-6, Nov. 25, 2019, on file.) The Court specifically held that "[t]he LLTQ/FERG Defendants were aware of the facts they sought to include in their amended counterclaim before the deadline to amend expired and they delayed seeking leave to amend their counterclaim." (*Id.* at 3:6-8.)

9. THE COURT FURTHER FINDS THAT, on or about December 12, 2019, ten months after the deadline to amend pleadings expired, Caesars moved to amend its Original Complaint to add new allegations and claims pertaining to an alleged kickback scheme it claimed to have uncovered following discovery and depositions and to add Green as a defendant. (Caesars' Mot. for Leave to File 1st Am. Compl., Dec. 12, 2019, on file.)

10. THE COURT FURTHER FINDS THAT, on or about March 10, 2020, this Court granted Caesars' motion to amend, finding that "Caesars demonstrated good cause [to permit amendment after the deadline to amend expired] because depositions had to be taken in order to

1 understand the documents produced by the parties." (Order Granting Caesars' Mot. for Leave to
2 File 1st Am. Compl., at 3:6-9, Mar. 10, 2020, on file.)

3 11. THE COURT FURTHER FINDS THAT, on or about March 11, 2020, Caesars filed
4 its First Amended Complaint, asserting five new claims, including (1) civil conspiracy against
5 Seibel and Green, (2) breaches of the implied covenants of good faith and fair dealing against the
6 Development Entities; (3) unjust enrichment against Seibel and Green, (4) intentional interference
7 with contractual relations against Seibel and Green, and (5) fraudulent concealment against Seibel
8 and Green. (First Am. Compl., Mar. 11, 2020, ¶¶ 171-206, on file.)

9 12. THE COURT FURTHER FINDS THAT, all of Caesars' new allegations and claims
10 were limited to an alleged kickback scheme Caesars claimed to have uncovered in discovery during
11 the litigation.

12 13. THE COURT FURTHER FINDS THAT, Caesars did not make changes to any of
13 the claims or allegations surrounding Caesars' termination of the Development Agreements as
14 pleaded in the Original Complaint.

15 14. THE COURT FURTHER FINDS THAT, on or about April 8, 2020, the
16 Development Parties filed a Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First
17 Amended Complaint (the "Development Parties' Motion to Dismiss").

18 15. THE COURT FURTHER FINDS THAT, Caesars' First Amended Complaint
19 withstood the Rule 12(b)(5) challenge and the Development Parties' Motion to Dismiss was denied.
20 (Order Denying without Prejudice Rowen Seibel, the Development Entities, & Craig Green's
21 Motion to Dismiss Counts IV, V, VI, VII, & VIII of Caesars' 1st Am. Compl., May 29, 2020, on
22 file.)

23 16. THE COURT FURTHER FINDS THAT, on or about June 19, 2020, the
24 Development Parties filed a consolidated Answer to Caesars' First Amended Complaint and
25 Counterclaims. (The Development Entities, Seibel, & Green's Answer to Caesars' 1st Am. Compl.
26 & Countercls., June 19, 2020, on file.)

27 17. THE COURT FURTHER FINDS THAT, in their counterclaims filed June 19, 2020,
28 all of the Development Entities asserted claims for breach of contract and breach of the implied

1 covenant of good faith and fair dealing against Caesars concerning the termination of the
2 Development Agreements as first alleged in Caesars' Original Complaint brought nearly three years
3 prior.

4 18. THE COURT FURTHER FINDS THAT, the counterclaims filed June 19, 2020
5 included claims from TPOV, TPOV 16, MOTI, and MOTI 16, entities that did not previously assert
6 any counterclaims in response to Caesars' Original Complaint.

7 19. THE COURT FURTHER FINDS THAT, none of the Development Entities'
8 counterclaims filed June 19, 2020 pertain to the new claims (the alleged kickback scheme) brought
9 by Caesars in its First Amended Complaint.

10 20. THE COURT FURTHER FINDS THAT, the Development Entities did not move to
11 amend their initial counterclaims filed July 6, 2018 before filing their counterclaims on June 19,
12 2020, nor did they seek reconsideration of this Court's prior order denying the LLTQ/FERG
13 Defendants' previous motion to amend.

14 CONCLUSIONS OF LAW

15 1. There are three Nevada Rules of Civil Procedure ("NRCP") that are implicated by
16 the instant motion: Rule 12(f), which governs motions to strike, Rule 15(a), which governs
17 amendments to pleadings, and former Rule 13(f), which governed the addition of omitted
18 counterclaims.

19 2. The 2019 Amendments to the NRCPs changed Rule 15(a) and abrogated Rule 13(f)
20 (consistent with the Federal Rules of Civil Procedure).

21 3. Pursuant to NRCP 12(f), a "court may strike from a pleading an insufficient defense
22 or any redundant, immaterial, impertinent, or scandalous matter." *See also Russell Rd. Food &*
23 *Beverage, LLC v. Galam*, No. 2:13-CV-0776-JCM-NJK, 2013 WL 6684631, at *1 (D. Nev. Dec.
24 17, 2013 (internal quotations omitted) ("A motion to strike material from a pleading is made
25 pursuant to Rule 12(f), which allows courts to strike an insufficient defense or any redundant,
26 immaterial, impertinent or scandalous matter.").

27 4. "The essential function of a Rule 12(f) motion is to 'avoid the expenditure of time
28 and money that may arise from litigating spurious issues by dispensing with those issues prior to

trial." *Russell Rd. Food & Beverage, LLC*, 2013 WL 6684631, at *1 (quoting *Fantasy, Inc. v. Fogerty*, 984 F.2d 1524, 1527 (9th Cir. 1993)); *see also Bolick v. Pasioneck*, No. 2:10-CV-00353-KJD, 2011 WL 742237, at *3 (D. Nev. Feb. 24, 2011) (citations omitted) ("The Court is cautious of transparent attempts to prolong litigation, open up spurious discovery issues, or that may unnecessarily waste time, expense, resources or cause undue prejudice.").

5. "In considering a motion to strike, 'the court views the pleadings in the light most favorable to the non-moving party, and resolves any doubt as to the relevance of the challenged allegations or sufficiency of a defense in [non-moving party's] favor.'" *Genlyte Thomas Grp., LLC v. Covelli*, No. 208CV01350KJDPAL, 2009 WL 10709254, at *4 (D. Nev. Aug. 7, 2009) (quoting *State of Cal. Dep't of Toxic Substances Control v. Alco Pac., Inc.*, 217 F. Supp. 2d 1028, 1033 (C.D. Cal. 2002)).

6. There is no Nevada case law directly addressing whether a defendant may file amended counterclaims in response to an amended complaint without leave of court. Therefore, the Court turns to federal case law addressing the analogous Federal Rules of Civil Procedure.

7. Federal case law has recognized three separate approaches, which have been characterized as narrow, permissive, and moderate.

8. Under the narrow approach, "counterclaims as of right are allowed only if they are 'strictly confined to the new issues raised by the amended complaint.'" *Bibb Cnty. Sch. Dist. v. Dallemand*, Civil Action No. 5:26-cv-549, 2019 WL 1519299, at *3 n.6 (M.D. GA Apr. 8, 2019) (quoting *S. New England Tel. Co v. Glob. NAPS, Inc.*, Civil Action No. 3:04-cv-2075 (JCH), 2007 WL 521162, at *2-3 (D. Con. Feb. 14, 2007)). The abrogation of FRCP 13(f) in 2009; and consequently NRCP 13(f) in 2019 would supersede cases following the narrow approach. *See Sierra Dev. Co. v. Chartwell Advisory Grp. Ltd.*, No. 13-cv-602-BEN-VPC, 2016 U.S. Dist. LEXIS 160308, at *11 (D. Nev. Nov. 18, 2016).

9. "Under the 'permissive' approach, 'once a plaintiff amends a complaint, the defendant always has the right to amend to bring new counterclaims, without regard to the scope of the amendments.'" *Cieutat v. HPCSP Invs., LLC*, No. CV 20-0012-WS-B, 2020 WL 4004806, at *3 (S.D. Ala. July 15, 2020) (quoting *Bern Unlimited, Inc. v. Burton Corp.*, 25 F. Supp. 3d 170,

1 178 (D. Mass. 2014)). Courts have found that the permissive approach deprives a court of the ability
2 to manage the litigation. *See Sierra Dev. Co.*, 2016 U.S. Dist. LEXIS 160308, at *11. Under Nevada
3 law, the permissive approach would contradict NRCP 16, which the Nevada Supreme Court
4 implemented to ensure trial judges actively managed their cases in an orderly manner.

5 10. Under the moderate approach, courts have held that the breadth of the amended
6 counterclaim's changes must reflect the breadth of the changes in the amended complaint. Under
7 this approach, the Development Entities' counterclaims would not be permitted because the breadth
8 of the changes in their Amended Counterclaims do not reflect the breadth of the changes in Caesars'
9 First Amended Complaint (*i.e.*, the alleged kick-back scheme). Instead, the Amended
10 Counterclaims relate to Caesars' termination of the Development Agreements. Moreover, this Court
11 already rejected the LLTQ/FERG Defendants' efforts to file similar amended counterclaims, finding
12 that they failed to show good cause after the deadline to amend had expired.

13 11. Pursuant to NRCP 15(a), a party should be granted leave to amend a pleading when
14 justice so requires, and the proposed amendment is not futile. However, when a party seeks leave
15 to amend a pleading after the deadline previously set for seeking such amendment has expired,
16 NRCP 16(b) requires a showing of "good cause" for missing the deadline. *See Nutton v. Sunset*
17 *Station*, 131 Nev. 279, 28, 357 P.3d 966, 970-71 (Nev. App. 2015).

18 12. This Court has considered the three approaches described under federal law;
19 however, this Court will follow the NRCP 16 mandate, which specifically requires a showing of
20 good cause to amend the pleadings after the time for doing so set forth in the court's scheduling
21 order has expired.

22 13. "Where a scheduling order has been entered, the lenient standard under Rule 15(a),
23 which provides leave to amend 'shall be freely given,' must be balanced against the requirement
24 under Rule 16(b) that the Court's scheduling order shall not be modified except upon a showing of
25 good cause." *Nutton*, 131 Nev. at 285, 357 P.3d at 971 (quoting *Grochowski v. Phoenix Constr.*,
26 318 F.3d 80, 86 (2d Cir. 2003)). "Disregard of the [scheduling] order would undermine the court's
27 ability to control its docket, disrupt the agreed-upon course of the litigation, and reward the indolent
28

1 and the cavalier." *Id.* at 285–86, 357 P.3d at 971 (quoting *Johnson v. Mammoth Recreations, Inc.*,
2 975 F.2d 604, 610 (9th Cir. 1992)).

3 14. Consequently, the Amended Counterclaims are time-barred by this Court's prior
4 scheduling order and the previous denial of the LTTQ/FERG Defendants' Motion to Amend.

5 15. Caesars' First Amended Complaint did not open the door for the Development
6 Entities to expand the scope of the litigation beyond its current parameters. Thus, the Development
7 Entities' counterclaims filed June 19, 2020 must be stricken.

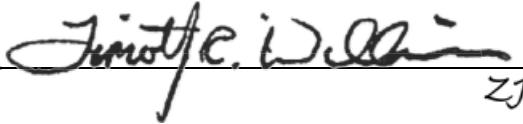
8 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to Strike
9 shall be, and hereby is, GRANTED.

10 IT IS HEREBY FURTHER ORDERED that the Development Entities' Amended
11 Counterclaims are STRICKEN in their entirety.

1 IT IS HEREBY FURTHER ORDERED that the Development Entities shall file a
2 responsive pleading consistent with this order (as well as any and all applicable prior orders).

3 IT IS SO ORDERED.

4 DATED this 3rd day of ~~January~~ February 2021.

5
6 
7

8 Respectfully submitted by:

Approved as to form and content by:

9 DATED January 27, 2021

DATED January 27, 2021

10 PISANELLI BICE PLLC

FENNEMORE CRAIG, P.C.

11 By: /s/ M. Magali Mercera
12 James J. Pisanelli, Esq., Bar No. 4027
13 Debra L. Spinelli, Esq., Bar No. 9695
14 M. Magali Mercera, Esq., Bar No. 11742
15 Brittanie T. Watkins, Esq., Bar No. 13612
16 400 South 7th Street, Suite 300
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Attorneys for Gordon Ramsay

18 and

19 Jeffrey J. Zeiger, P.C., Esq.
20 (admitted *pro hac vice*)
21 William E. Arnault, IV, Esq.
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23 KIRKLAND & ELLIS LLP
24 300 North LaSalle
25 Chicago, IL 60654

26 *Attorneys for Desert Palace, Inc.;*
27 *Paris Las Vegas Operating*
28 *Company, LLC; PHWLTV, LLC; and*
Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

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Approved as to form and content by:

DATED January 27, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
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140 Broad Street
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*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 27, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Wednesday, January 27, 2021 12:19 PM
To: Magali Mercera; Paul Williams
Cc: Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; James Pisanelli; Aaron D. Lovaas; Tennert, John; Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo; Beavers, Wade
Subject: RE: [EXTERNAL]:RE: Notification of Service for Case: A-17-751759-B, Rowen Seibel, Plaintiff(s) vs.PHWLV LLC, Defendant(s) for filing Service Only, Envelope Number: 6981047 [FC-Email.FID7746767]

CAUTION: External Email

Magali, you have my authority to apply my signature to the Order.

Thank you.

Alan

From: Magali Mercera [mailto:mmm@pisanellibice.com]
Sent: Wednesday, January 27, 2021 2:36 PM
To: Paul Williams
Cc: Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; James Pisanelli; Aaron D. Lovaas; Tennert, John; Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo; Beavers, Wade; Alan Lebensfeld
Subject: RE: [EXTERNAL]:RE: Notification of Service for Case: A-17-751759-B, Rowen Seibel, Plaintiff(s) vs.PHWLV LLC, Defendant(s) for filing Service Only, Envelope Number: 6981047 [FC-Email.FID7746767]

Thanks, Paul. As discussed during our meet and confer, we believe that your proposal narrows the court's ruling, which limits any new allegations and counterclaims to the kickback scheme. Since we are at an impasse, we will proceed with submitting competing orders. We will plan to send ours this afternoon and copy counsel on the submission.

John, Alan, and Aaron – I assume we still have your approval to apply your e-signatures to this version. If that is not correct, please let us know promptly.

Once we have final confirmation from John, Alan, and Aaron, we will plan to submit the order and note in the body of the email that a competing version is being submitted by you as well. We would request that you similarly copy us on the submission.

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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Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Wednesday, January 27, 2021 12:28 PM
To: Magali Mercera; Paul Williams
Cc: Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; James Pisanelli; Tennert, John; Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo; Beavers, Wade; Alan Lebensfeld
Subject: RE: [EXTERNAL]:RE: Notification of Service for Case: A-17-751759-B, Rowen Seibel, Plaintiff(s) vs.PHWLV LLC, Defendant(s) for filing Service Only, Envelope Number: 6981047 [FC-Email.FID7746767]

CAUTION: External Email

Confirming my previous authorization to affix my e-signature.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillion LLP](#)

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, January 27, 2021 11:36 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Tennert, John <jtennert@fennemorelaw.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
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Thanks, Paul. As discussed during our meet and confer, we believe that your proposal narrows the court's ruling, which limits any new allegations and counterclaims to the kickback scheme. Since we are at an impasse, we will proceed with submitting competing orders. We will plan to send ours this afternoon and copy counsel on the submission.

John, Alan, and Aaron – I assume we still have your approval to apply your e-signatures to this version. If that is not correct, please let us know promptly.

Once we have final confirmation from John, Alan, and Aaron, we will plan to submit the order and note in the body of the email that a competing version is being submitted by you as well. We would request that you similarly copy us on the submission.

Thanks,

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



Please consider the environment before printing.

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Wednesday, January 27, 2021 11:40 AM
To: Magali Mercera; Paul Williams
Cc: Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; James Pisanelli; Aaron D. Lovaas; Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo; Beavers, Wade; Alan Lebensfeld
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CAUTION: External Email

Magali,
Yes, you still have my approval to apply my e-signature to Caesars' version.
Thanks,
John

John D. Tennert III, Director
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com

From: Magali Mercera <mmm@pisanellibice.com>
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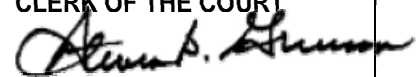
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Thanks,

M. Magali Mercera
PISANELLI BICE, PLLC

TAB 57



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
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M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
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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

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

**ORDER (i) DENYING THE
DEVELOPMENT ENTITIES, ROWEN
SEIBEL, AND CRAIG GREEN'S
MOTION: (1) FOR LEAVE TO TAKE
CAESARS' NRCP 30(B)(6)
DEPOSITIONS; AND (2) TO COMPEL
RESPONSES TO WRITTEN DISCOVERY
ON ORDER SHORTENING TIME; AND
(ii) GRANTING CAESARS'
COUNTERMOTION FOR PROTECTIVE
ORDER AND FOR LEAVE TO TAKE
LIMITED DEPOSITION OF CRAIG
GREEN**

Date of Hearing: December 14, 2020

Time of Hearing: 9:30 a.m.

The Development Entities,¹ Rowen Seibel ("Seibel"), and Craig Green's ("Green") Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time ("Motion to Compel"), filed on November 20, 2020, and Caesars'² Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green ("Countermotion"), filed December 4, 2020, came before this Court for hearing on December 14, 2020, at 9:30 a.m. James J. Pisanelli, Esq. and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of the Seibel Parties.³

The Court having considered the Motion to Compel, the Countermotion, the Points and Authorities contained therein, and the oppositions and reply thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS as follows:

1. The Seibel Parties' requests for production, interrogatories, and NRCP 30(b)(6) topics at issue in their Motion to Compel are not relevant to this case and disproportionate under NRCP 26;

2. There is a distinction between the rebates or gratuities about which the Seibel Parties seek discovery, on the one hand, and the coercive conduct that Caesars alleges the Seibel Parties engaged in, on the other hand;

3. Discovery into the rebates, gratuities, or Caesars' accounting practices related to rebates are not relevant. Additionally, discovery for purposes of a purported set-off is not relevant;

¹ TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), are collectively referred to herein as the "Development Entities."

² PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC") are collectively referred to herein as Caesars.

³ The Development Entities, Green, and Seibel are collectively referred to herein as the "Seibel Parties."

4. The discovery sought by the Seibel Parties related to felony convictions of Caesars' employees is not relevant or germane to the case; and

5. Caesars anticipated litigation when it became aware of Seibel's guilty plea on or about August 19, 2016. Therefore, August 19, 2016 is the controlling date for the common-interest privilege between Caesars and Gordon Ramsay.

In light of the foregoing, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The Seibel Parties' Motion to Compel shall be, and hereby is, DENIED; and

2. Caesars' Countermotion, shall be, and hereby is, GRANTED.

IT IS SO ORDERED.


February 4, 2021

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 3, 2021

DATED February 1, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ Emily A. Buchwald, Bar #13442
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
Stephanie J. Glantz (SBN 14878)
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
William E. Arnault, IV, Esq.
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300 North LaSalle
Chicago, IL 60654

*Attorneys for Rowen Seibel, Craig Green
Moti Partners, LLC, Moti Partners 16, LLC,
LLTQ Enterprises, LLC,
LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC,
TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC; and
R Squared Global Solutions, LLC, Derivatively
on Behalf of DNT Acquisition, LLC*

*Attorneys for 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 February 3, 2021

3 FENNEMORE CRAIG, P.C.

4
5 By: /s/ John D. Tennert
6 John D. Tennert, Esq. (SBN 11728)
7 Wade Beavers, Esq. (SBN 13451)
8 7800 Rancharrah Parkway
9 Reno, NV 89511

10 *Attorneys for Gordon Ramsay*

11 Approved as to form and content by:

12 DATED February 3, 2021

13 LEBENSFELD SHARON & SCHWARTZ
14 P.C.

15 By: /s/ Alan M. Lebensfeld
16 Alan M. Lebensfeld, Esq.
17 (admitted *pro hac* vice)
18 140 Broad Street
19 Red Bank, New Jersey 07701

20 Mark J. Connot, Esq.
21 Kevin M. Sutehall, Esq.
22 FOX ROTHSCHILD LLP
23 1980 Festival Plaza Drive, #700
24 Las Vegas, NV 89135

25 *Attorneys for The Original Homestead*
26 *Restaurant, Inc*

Approved as to form and content by:

DATED February 3, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Emily A. Buchwald
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@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>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,

Attached is a redline with one revision to your last version. The Court did not find that the discovery concerning benefits was irrelevant based on a failure to allege offset as an affirmative defense or counterclaim. Neither Caesars nor the Development Parties had briefed that issue—the Judge raised it as a potential issue sua sponte, though ultimately did not make that particular finding in his decision.

If you are okay with this revision, you may affix my electronic signature and submit it the court.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
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CAUTION: External Email

Hi Emily,
You may affix my e-signature.
Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



Fennemore has expanded to California. [Read more here.](#)

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COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

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Sent: Wednesday, February 3, 2021 10:37 AM
To: Cinda C. Towne
Subject: Fwd: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Begin forwarded message:

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion
Date: February 3, 2021 at 10:29:30 AM PST
To: "Emily A. Buchwald" <eab@pisanellibice.com>

CAUTION: External Email

Yes, thanks.

From: Emily A. Buchwald [<mailto:eab@pisanellibice.com>]
Sent: Wednesday, February 03, 2021 12:19 PM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
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