

CASE NO.

IN THE SUPREME COURT OF NEVADA

Electronically Filed
Nov 05 2021 09:01 a.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 4 OF 17

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**PETITIONERS' APPENDIX TO PETITION FOR EXTRAORDINARY
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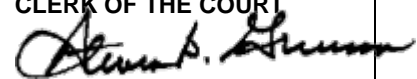
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The Development Entities and Rowen Seibel’s Opposition to Caesars’ Motion for Summary Judgment No. 1, filed March 30, 2021 - FILED UNDER SEAL – [PROPOSED]	17	109	PA003333 - PA003382
The Development Entities and Rowen Seibel’s Opposition to Caesars’ Motion for Summary Judgment No. 2, filed March 30, 2021 - FILED UNDER SEAL – [PROPOSED]	17	110	PA003383 - PA003432

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
The Development Entities, Rowen Seibel, and Craig Green’s Answer to Caesars’ First Amended Complaint and Counterclaims, filed June 19, 2020	3	55	PA000610 - PA000660
The Development Entities, Rowen Seibel, and Craig Green’s Motion to Stay Compliance with the Court’s June 8, 2021 Order Pending Petition for Extraordinary Writ Relief on Order Shortening Time, filed June 10, 2021	5	77	PA001007 - PA001040
The Development Entities, Rowen Seibel, and Craig Green’s Motion to Compel the Return, Destruction, or Sequestering of the Court’s August 19, 2021 Minute Order Containing Privileged Attorney-Client Communications, filed August 30, 2021	5	83	PA001103 - PA001118
The Development Parties’ Notice of Submission of Competing Order Concerning Supplemental Findings of Fact, Conclusions of Law, and Order Granting Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime Fraud Exception, filed on October 28, 2021	6	91	PA001299 - PA001319
Verified Complaint and Demand for Jury Trial, filed February 28, 2017	1	1	PA000001 - PA000036

TAB 59



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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.

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

**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.

PHWLV, 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."

1 Development Agreements,² including: (1) declaratory judgment declaring that Caesars properly
2 terminated all of the Development Agreements; (2) declaratory judgment declaring that Caesars
3 does not have any current or future obligations to Defendants under the Development Agreements;
4 and (3) declaratory judgment declaring that the Development Agreements do not prohibit or limit
5 existing or future restaurant ventures between Caesars and Ramsay.

6 2. THE COURT FURTHER FINDS THAT, Case No A-17-760537-B was
7 consolidated with and into Case No. A-17-751759-B on or about February 9, 2018, pursuant to a
8 stipulation and order. (Stipulation & Order to Consolidate Case No. A-17-760537-B with & into
9 Case No. A-17-751759-B, Feb. 9, 2018, on file.)

10 3. THE COURT FURTHER FINDS THAT, on or about July 6, 2018, LLTQ, LLTQ
11 16, FERG, FERG 16, and DNT, derivatively by R Squared, filed answers to Caesars' Original
12 Complaint and counterclaims against Caesars. (LLTQ/FERG Defs.' Answer & Affirmative
13 Defenses to Pl.'s Compl. & Countercls., July 6, 2018, on file; Def. DNT's Answer to Pl.'s Compl.
14 & Coutnercls., July 6, 2018, on file.)

15 4. THE COURT FURTHER FINDS THAT, on or about July 6, 2018, TPOV, TPOV
16 16, MOTI, and MOTI 16 filed answers only to Caesars' Original Complaint. (MOTI Defs.' Answer
17 & Affirmative Defenses to Pl.'s Compl., July 6, 2018; Defs. TPOV & TPOV 16's Answer to Pl.'s
18 Compl., July 6, 2018, on file.)

19 5. THE COURT FURTHER FINDS THAT, on or about October 31, 2018, the Court
20 issued a scheduling order setting, among other things, the deadline to amend pleadings or add
21 _____

22 ² The Development Agreements include: (1) a Development, Operation and License
23 Agreement between MOTI Partners, LLC and Desert Palace, Inc., dated March 2009 (the "MOTI
24 Agreement"); (2) a Development, Operation and License Agreement between DNT Acquisition,
25 LLC, the Original Homestead Restaurant, Inc., and Desert Palace, Inc., dated June 21, 2011 (the
26 "DNT Agreement"); (3) a Development and Operation Agreement between TPOV and Paris, dated
27 November 2011 (the "TPOV Agreement"); (4) a Development and Operation Agreement between
28 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.

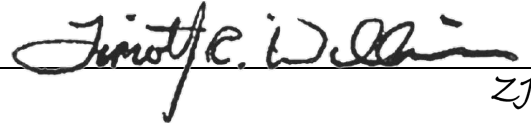
8 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to Strike
9 shall be, and hereby is, GRANTED.

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 ZJ

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.

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12 James J. Pisanelli, Esq., Bar No. 4027
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27 *Paris Las Vegas Operating*
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Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

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Approved as to form and content by:

DATED January 27, 2021

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DATED January 27, 2021

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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
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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>
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]

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Thanks,

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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
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,
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>
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>
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.

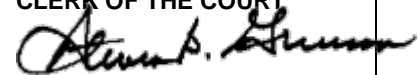
John, Alan, and Aaron – I assume we still have your approval to apply your e-signatures to this version. If that is not correct, please let us know promptly.

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

TAB 60



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
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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

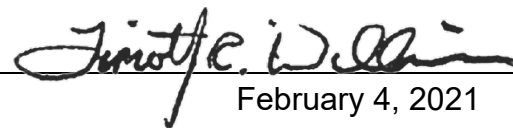
5. Caesars anticipated litigation when it became aware of Seibel's guilty plea on or about August 19, 2016. Therefore, August 19, 2016 is the controlling date for the common-interest privilege between Caesars and Gordon Ramsay.

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)
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Las Vegas, Nevada 89148

Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
William E. Arnault, IV, Esq.
(admitted *pro hac vice*)
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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; PHWL, 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; Brittnie 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>; Brittnie 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>
Sent: Wednesday, February 3, 2021 9:28 AM
To: Emily A. Buchwald; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 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

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.](#)

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.

From: Emily A. Buchwald <eab@pisanellibice.com>
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie 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>; Tennert, John <jtennert@fennemorelaw.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

Paul,

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Wednesday, February 3, 2021 9:26 AM
To: Emily A. Buchwald; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie 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
Subject: RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

You may apply my e-signature.

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

From: Emily A. Buchwald <eab@pisanellibice.com>
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie 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 D. Lovaas <Aaron.Lovaas@ndlf.com>
Subject: [EXTERNAL]: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
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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>; Brittnie 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

Cinda C. Towne

From: Emily A. Buchwald
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
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

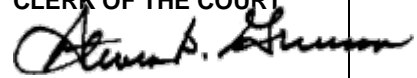
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Emily A. Buchwald

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From: Paul Williams <PWilliams@baileykennedy.com>
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TAB 61



NOTC (CIV)

JOHN R. BAILEY

Nevada Bar No. 0137

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSHUA P. GILMORE

Nevada Bar No. 11576

PAUL C. WILLIAMS

Nevada Bar No. 12524

STEPHANIE J. GLANTZ

Nevada Bar No. 14878

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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,

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

**NOTICE OF FILING PETITION FOR
EXTRAORDINARY WRIT RELIEF**

1 PLEASE TAKE NOTICE that on February 5, 2021, Moti Partners, LLC (“Moti”); Moti
2 Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC
3 (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”);
4 FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R
5 Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”), filed a Petition for
6 Extraordinary Writ Relief with the Nevada Supreme Court, a copy of which is attached hereto as
7 Exhibit 1.

8 DATED this 5th day of February, 2021.

9 BAILEY❖KENNEDY

10 By: /s/ Paul C. Williams

11 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

12 PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

13 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
14 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
15 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
16 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
17 *Squared Global Solutions, LLC, Derivatively On Behalf of*
18 *DNT Acquisition, LLC*

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 5th day of February, 2021, 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:

JAMES J. PISANELLI
DEBRA L. SPINELLI
M. MAGALI MERCERA
BRITTNE T. WATKINS
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLS@pisanellibice.com
MMM@pisanellibice.com
BTW@pisanellibice.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk Regency Corporation

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk Regency Corporation

JOHN D. TENNERT
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Reno, NV 89511

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

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BRETT SCHWARTZ
LEBENSFELD SHARON & SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention The Original Homestead Restaurant, Inc.

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NEWMAYER & DILLON LLP
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 1

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CASE NO.

**IN THE
SUPREME COURT OF NEVADA**

Electronically Filed
Feb 05 2021 03:20 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

Petitioners,

vs.

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

Respondents,

-and-

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

Real Parties in Interest.

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

PETITION FOR EXTRAORDINARY WRIT RELIEF

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derivatively on behalf of DNT Acquisition LLC

13 IN THE SUPREME COURT OF THE STATE OF NEVADA

14 MOTI PARTNERS, LLC; MOTI
PARTNERS 16, LLC; LLTQ
15 ENTERPRISES, LLC; LLTQ
ENTERPRISES 16, LLC; TPOV
16 ENTERPRISES, LLC; TPOV
ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; and R SQUARED
17 GLOBAL SOLUTIONS, LLC,
derivatively on behalf of DNT
18 ACQUISITION LLC,

Supreme Court No.

District Court No. A-17-751759-B
Consolidated with A-17-760537-B

**PETITION FOR
EXTRAORDINARY
WRIT RELIEF**

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.

NRAP 26.1 DISCLOSURE

Pursuant to Nevada Rule of Appellate Procedure 26.1, Petitioners 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 (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”), (collectively, the “Petitioners”) submit this Disclosure:

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

1. Moti is a New York limited liability company with no parent corporations. No publicly held companies own ten (10) percent or more of its stock.

2. Moti 16 is a Delaware limited liability company with no parent corporations. No publicly held companies own ten (10) percent or more of its stock.

1 3. LLTQ is a Delaware limited liability company and its parent
2 corporations are: GR Pub/Steak Holdings, LLC; Elite Acquisition Team, LLC;
3 CNV Acquisition Group IV, LLC; and CPGR Acquisition, LLC. No publicly
4 held companies own ten (10) percent or more of its stock.

5 4. LLTQ 16 is a Delaware limited liability company and its parent
6 corporations are: GR Pub/Steak Holdings, LLC; Elite Acquisition Team, LLC;
7 CNV Acquisition Group IV, LLC; and CPGR Acquisition, LLC. No publicly
8 held companies own ten (10) percent or more of its stock.

9 5. TPOV is a New York limited liability company and its parent
10 corporations are: GR Pub/Steak Holdings, LLC; Elite Acquisition Team, LLC;
11 CNV Acquisition Group IV, LLC; and CPGR Acquisition, LLC. No publicly
12 held companies own ten (10) percent or more of its stock.

13 6. TPOV 16 is a New York limited liability company and its parent
14 corporations are: GR Pub/Steak Holdings, LLC; Elite Acquisition Team, LLC;
15 CNV Acquisition Group IV, LLC; and CPGR Acquisition, LLC. No publicly
16 held companies own ten (10) percent or more of its stock.

1 7. FERG is a Delaware limited liability company with no parent
2 corporations. No publicly held companies own ten (10) percent or more of its
3 stock.

4 8. FERG 16 is a Delaware limited liability company with no parent
5 corporations. No publicly held companies own ten (10) percent or more of its
6 stock.

7 9. R Squared a Nevada limited liability company with no parent
8 corporations. No publicly held companies own ten (10) percent or more of its
9 stock.

10 10. DNT is a Delaware limited liability company and its parent
11 corporations are: R Squared and the Original Homestead Restaurant, Inc. No
12 publicly held companies own ten (10) percent or more of its stock.

13 11. The Petitioners have been represented by the law firms of Carbajal
14 & McNutt; McNutt Law Firm, P.C.; Adelman & Gettleman, Ltd.; Certilman
15 Balin; Rice Reuther Sullivan & Carroll, LLP; Scarola Zubatov Schaffzin PLLC;
16 and Bailey❖Kennedy in the underlying action. Bailey❖Kennedy currently
17 represents the Petitioners in the underlying action and for the purposes of this
18 Petition.

1 12. None of the Petitioners are using a pseudonym for the purpose of
2 this appeal.

3 DATED this 5th day of February, 2021.

4 BAILEY ♦ KENNEDY

By: /s/ John R. Bailey

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

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PETITION FOR EXTRAORDINARY WRIT RELIEF

Pursuant to NRS 34.160, NRS 34.330, and NRAP 21, 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 (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”) petition (the “Petition”) this Court to issue an extraordinary writ of mandamus directing the Honorable Timothy C. Williams in Department XVI of the Eighth Judicial District Court:

- (i) To vacate the 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 (the “Order”), entered on February 3, 2021; and
- (ii) To enter an order denying Caesars’ Motion to Strike the Seibel-Affiliated Entities’ Counterclaims, and/or in the Alternative, Motion to Dismiss (the “Motion to Strike”), in its entirety.

1 In its Order, the district court struck amended counterclaims (the
2 “Amended Counterclaims”) filed by the Development Entities in response to a
3 First Amended Complaint filed by real parties in interest PHWLTV, LLC
4 (“Planet Hollywood”), Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas
5 Operating Company, LLC (“Paris”), and Boardwalk Regency Corporation
6 d/b/a Caesars Atlantic City (“CAC”) (collectively, “Caesars”).

7 *Neither this Court nor the Nevada Court of Appeals has addressed*
8 *whether and under what circumstances a defendant may file amended*
9 *counterclaims, without leave of court, in direct response to an amended*
10 *complaint.* Virtually every federal court to address the issue has held a
11 defendant may do so as a matter of right—*even if the deadline to amend has*
12 *passed.* Federal courts have further developed various approaches to evaluate
13 the permissible scope of such amended counterclaims.

14 Here, the district court elected not to apply any of the various federal
15 approaches. Instead, it struck the Amended Counterclaims based on NRCP
16 16—finding that good cause did not exist for the Development Entities to file
17 their Amended Counterclaims after the deadline to amend had passed.

18

1 This Court should entertain this Petition to clarify whether and under
2 what circumstances a defendant may assert amended counterclaims as a matter
3 of right in response to an amended complaint. Such guidance is needed for
4 jurists, parties, and lawyers in Nevada since this issue commonly arises in
5 litigation. Further, this Court should find that the district court’s decision was,
6 respectfully, erroneous—the Amended Counterclaims were properly filed
7 based on the “moderate” approach applied by an overwhelming majority of
8 federal courts. Accordingly, this Court should issue an extraordinary writ
9 directing the district court to (i) vacate the Order and (ii) enter an order
10 denying the Motion to Strike in its entirety.

11 **I. NRAP 21(A)(3)(A) ROUTING STATEMENT**

12 The Supreme Court should consider this Petition for two reasons: (i) it
13 concerns a case that originated in business court; and (ii) it raises issues of first
14 impression that are of statewide public importance. *See* NRAP 17(a)(9),
15 NRAP 17(a)(12).

II. INTRODUCTION

This Petition raises important issues of first impression. First, may a defendant assert amended counterclaims, as a matter of right, in responding to an amended complaint? Second, if so, what is the permissible scope of such amended counterclaims?

Federal courts have resoundingly found that a defendant may do so in answer to the first question. As one court explained it: “Simply put, principles of fairness compel the court to conclude that if a plaintiff is permitted to expand the scope of the case by amending her complaint to add new theories of recovery, a defendant should be permitted to do the same by adding new counterclaims that also expand the scope of the case.”¹

Federal courts have developed three approaches to answer the second question; they are: the “moderate” approach; the “permissive” approach; and, the “narrow” approach. The moderate approach is the overwhelmingly predominant approach applied by federal courts. It requires that any changes in an amended counterclaim be proportional (or less drastic) to the changes in the amended complaint. Because this approach balances equity and fairness

¹ *Uniroyal Chem. Co. v. Syngenta Crop Prot., Inc.*, No. 3:02-CV-02253-AHN, 2005 WL 677806, at *3 (D. Conn. Mar. 23, 2005).

1 with courts' interests in managing their cases, the Development Entities
2 respectfully submit that this Court should adopt the moderate approach.

3 Here, the district court gave Caesars leave to file its First Amended
4 Complaint—which drastically expanded the scope of this matter—well after
5 the deadline to amend had expired. Soon after, the Development Entities filed
6 their Amended Counterclaims, which included changes to their prior
7 counterclaims that were undeniably proportional to those in Caesars' First
8 Amended Complaint. Caesars moved to strike the Amended Counterclaims.
9 Rather than applying any of the federal approaches, the district court struck the
10 Amended Counterclaims pursuant to NRCP 16, relying on the Court of
11 Appeals' decision in *Nutton v. Sunset Station, Inc.*, 131 Nev. 279, 357 P.3d
12 966 (2015). Specifically, the district court found that the Amended
13 Counterclaims were time-barred by the scheduling order and the Development
14 Entities had not shown good cause to amend their counterclaims after the
15 deadline to amend had expired. In essence, the district court rejected the
16 Amended Counterclaims as untimely *even though they were pled in response*
17 *to a First Amended Complaint that itself was filed long after the deadline to*
18 *amend had expired.*

1 The district court’s Rule 16 approach is unfair and should be rejected.
2 Indeed, the Order demonstrates the inequity of not allowing amended
3 counterclaims to be pled as a matter of right in response to an amended
4 complaint. The district court enabled Caesars to drastically expand the scope
5 of this case by asserting—for the first time—coercive claims for relief (five
6 new claims in total) involving new facts and legal theories and by also adding
7 a new party. In contrast, the Amended Counterclaims are based on the same
8 facts and legal theories underlying the initial counterclaims and/or affirmative
9 defenses filed by the Development Entities and required virtually no new
10 discovery. Once the district court gave Caesars leave to amend its pleading, it
11 was inequitable for it to deny the same privilege to the Development Entities.

12 In considering this Petition, this Court should decide the issues as
13 follows. **First**, this Court should hold that a defendant may assert amended
14 counterclaims as a matter of right in response to an amended complaint.
15 **Second**, this Court should adopt the “moderate” approach to determine the
16 proper scope of such amended counterclaims, which involves applying a
17 proportionality test—that is, amended counterclaims are permissible so long as
18 the changes made are proportional to the changes made in the amended

1 complaint, regardless of whether they concern the same or different subject
2 matters. ***Finally***, applying the moderate approach, this Court should find that
3 the district court erred in striking the Amended Counterclaims.

4 By accepting this Petition, this Court will not only provide much needed
5 guidance to jurists, lawyers, and parties on issues of first impression, but also
6 avoid the likelihood of a retrial in this case (a substantial waste of court
7 resources) by not requiring the Development Entities to wait until the time for
8 an appeal to demonstrate why they should have been allowed to file their
9 Amended Counterclaims in response to Caesars' First Amended Complaint.

10 For these reasons, this Court should accept this Petition and grant the
11 relief requested by the Development Entities.

12 **III. STATEMENT OF FACTS NECESSARY TO UNDERSTAND**
13 **THE ISSUES PRESENTED**

14 The material facts relevant to the issues raised by this Petition are
15 undisputed.² They are as follows.

16 _____
17 ² For citations to Petitioners' Appendix, the number preceding "PA" refers to
18 the applicable Volume and the number succeeding PA refers to the applicable
Tab, which is then followed by a pin-cite to the appendix page number(s) (if
applicable). Additionally, where there is a redacted and a sealed version of the
same filing, the citation to the sealed version will be cited.

A. The Development Agreements.

Beginning in 2009, Caesars entered into various agreements (the “Development Agreements”) with Moti, LLTQ, TPOV, FERG, and DNT—each of which was owned, in whole or in part, directly or indirectly, by Rowen Seibel (“Seibel”)—to develop various restaurants at Caesars’ properties (the “Restaurants”). (5 PA 58, at 943.) Under the terms of the Development Agreements, the Development Entities agreed to provide capital funding and/or to assist in the design, development, construction, and/or operation of the Restaurants. (*Id.* at 947-49.) In exchange, the Development Entities would receive a return of their capital and/or a percentage of the Restaurants’ net profits. (6 PA 74, at 1225-29.)

B. Seibel Divests his Interests in the Development Entities.

In April 2016, Seibel divested his interests in the original Development Entities (MOTI, LLTQ, TPOV, and FERG) by, among other acts: (a) assigning his interests to a family trust (the “Trust”); and (b) causing the original Development Entities to assign (the “Assignments”) their interests in the Development Agreements to new Development Entities (Moti 16, LLTQ 16, TPOV 16, and FERG 16) in which Seibel had no rights or responsibilities. (5

1 PA 58, at 969.) Seibel likewise assigned his interests in DNT (held through R
2 Squared) to the Trust. (2 PA 27, at 297.)

3 **C. Seibel Pleads Guilty to a Tax Offense; Caesars Wrongfully**
4 **Terminates the Development Agreements While Continuing to**
Operate and Reap Profits from the Restaurants.

5 After the Assignments, Seibel pled guilty to a tax offense. (5 PA 58, at
6 968.) A few months later, in September 2016, Caesars terminated the
7 Development Agreements, contending that it had determined that Seibel—who
8 had no continuing interest in the Development Entities—would be considered
9 an “Unsuitable Person” by gaming authorities. (*Id.* at 969-73.) Caesars further
10 rejected the Assignments on the grounds that it (Caesars) believed that the
11 Development Entities remained affiliated with Seibel through his relationship
12 to the Trust. (*Id.*) Finally, Caesars refused to work in good faith with the
13 Development Entities to find a means to permit them to dissociate from Seibel
14 to Caesars’ satisfaction while remaining in business with Caesars and profiting
15 from the Restaurants. (6 PA 74, at 1232.) Rather than closing the Restaurants,
16 Caesars continued (and continues) to operate them. (*Id.*)

IV. RELEVANT PROCEDURAL HISTORY

A. Siebel Files a Derivative Action on Behalf of GRB Against PHWLTV and Gordon Ramsay (the “GRB Action”).

On February 28, 2017, Seibel filed a Complaint on behalf of GR Burger, LLC (“GRB”), an entity in which Seibel was a fifty percent member, against PHWLTV and Gordon Ramsay (“Ramsay”), a former indirect member of GRB. (1 PA 1.) Among the allegations, GRB alleged that PHWLTV and Ramsay conspired to terminate an agreement between GRB and PHWLTV involving BurGR, a restaurant at Planet Hollywood, and open an identical restaurant in the same space without sharing profits with GRB. (1 PA 2, at 42, 47.)

B. Caesars Files a Complaint for Declaratory Relief Related to the Development Agreements (the “Declaratory Relief Action”).

On August 25, 2017, Caesars filed a Complaint against Seibel, the Development Entities, GRB, and J. Jeffrey Frederick (“Frederick”). (1 PA 7.) Caesars’ Complaint contained three claims for declaratory judgment involving the Development Agreements; Caesars did not assert any claims for coercive relief (e.g., breach of contract, civil conspiracy, etc.). (*Id.* at 164-69.)

1 Upon stipulation of the parties, the district court consolidated the GRB
2 Action and the Declaratory Relief Action on February 9, 2018. (1 PA 22.)

3 **C. The Development Entities’ Answers/Initial Counterclaims.**

4 On July 6, 2018, the Development Entities answered Caesars’ Complaint
5 and certain of them counterclaimed against Caesars, as follows:

- 6 • LLTQ and LLTQ 16 (the “LLTQ Parties”), together with FERG and
7 FERG 16 (the “FERG Parties,” and together with the LLTQ Parties,
8 the “LLTQ/FERG Parties”), filed an Answer and Counterclaims
9 against Caesars Palace and CAC, asserting contract claims (2 PA 28);
- 10 • R Squared, derivatively on behalf of DNT, filed an Answer and
11 Counterclaims against Caesars Palace, asserting contract claims (2 PA
12 27);
- 13 • Moti and Moti 16 (the “Moti Parties”) filed an Answer (2 PA 25);³ and
- 14 • TPOV and TPOV 16 (the “TPOV Parties”) filed an Answer (2 PA
15 26).⁴

16 _____
17 ³ At the time of filing their Answer, the Moti Parties had asserted claims
18 against Caesars in its bankruptcy action. (5 PA 58, at 974.)

18 ⁴ At the time of filing its Answer, TPOV 16 had asserted contract claims
18 against Caesars in a related federal action. (5 PA 58, at 976.)

D. The District Court Denies the LLTQ/FERG Parties Leave to Amend their Counterclaims.

In their initial counterclaims, the LLTQ/FERG Parties cited specific provisions of their Development Agreements restricting Caesars from pursuing certain restaurant ventures with Ramsay absent involving the LLTQ/FERG Parties, the TPOV Parties, or their affiliates. (2 PA 28, at 323.) Their counterclaims described, as examples, two such restaurant ventures—Gordon Ramsay Fish & Chips, in Las Vegas, and Gordon Ramsay Steak, in Baltimore (“GR Steak Baltimore”)—from which the LLTQ Parties and the TPOV Parties had been wrongfully excluded. (*Id.* at 328-29.) The LLTQ/FERG Parties thereafter sought discovery concerning another restaurant venture from which the TPOV Parties had been wrongfully excluded: Gordon Ramsay Steak, in Atlantic City (“GR Steak AC”). (3 PA 41, at 478.) Caesars resisted the discovery, asserting that there were no specific allegations pled by the LLTQ/FERG Parties concerning GR Steak AC. (*Id.*)

On October 2, 2019—approximately eight months after the deadline to amend had expired—the LLTQ/FERG Parties sought leave to amend their counterclaims. (3 PA 41.) Specifically, the LLTQ/FERG Parties sought leave

1 to add specific allegations to their counterclaims concerning GR Steak AC.
2 (*Id.* at 554.) Caesars opposed the motion, contending that the LLTQ/FERG
3 Parties were previously aware of GR Steak AC and had not acted diligently in
4 seeking leave to amend. (3 PA 42.)

5 On November 6, 2019, the district court denied the LLTQ/FERG Parties
6 leave to file their proposed amended counterclaims. (3 PA 45.)

7 **E. The District Court, After the Deadline to Amend had Expired,**
8 **Grants Caesars Leave to Amend its Complaint to Assert Five**
9 **New Coercive Claims for Relief and to Add a New Party.**

10 On December 12, 2019—over ten months after the deadline to amend
11 had expired—Caesars sought leave to amend its Complaint. (8 PA 4.)
12 Specifically, Caesars sought leave to add a new party, Craig Green (“Green”),
13 and to assert, for the first time, coercive claims for relief against the
14 Development Entities, GRB, Seibel, and Green. (*Id.* at 1515.) Caesars’
15 proposed changes were based on new facts and legal theories unrelated to its
16 initial Complaint. (5 PA 58, at 977-78.)

17 The Development Entities and Seibel opposed Caesars’ motion, arguing
18 that Caesars had been aware of the facts forming the basis of its new claims for

1 at least one year—noting the incongruence with Caesars’ prior opposition to
2 the LLTQ/FERG Parties’ motion to amend. (8 PA 88.)

3 On February 12, 2020, the district court granted Caesars leave to file its
4 First Amended Complaint. (4 PA 56.)

5 On March 11, 2020, Caesars filed its First Amended Complaint. (5 PA
6 58.) Caesars asserted the following new claims for coercive relief: civil
7 conspiracy, breach of the implied covenant of good faith and fair dealing,
8 unjust enrichment, intentional interference with contractual relations, and
9 fraudulent concealment. (*Id.* at 983-86.) Caesars also named Green as an
10 additional defendant. (*Id.* at 946.)

11 **F. The Development Entities, Seibel, and Green Move to Dismiss**
12 **the New Claims Asserted by Caesars.**

13 On April 8, 2020, the Development Entities, Seibel, and Green filed a
14 motion to dismiss the new claims in Caesars’ First Amended Complaint. (5
15 PA 61.) On May 20, 2020, the district court denied the motion. (5 PA 69.)

G. The Development Entities File their Amended Counterclaims Against Caesars.

On June 19, 2020, the Development Entities, Seibel, and Green filed a consolidated Answer to Caesars’ First Amended Complaint and the Development Entities filed their Amended Counterclaims against Caesars. (6 PA 74.) In their Amended Counterclaims, the Development Entities asserted two causes of action: Breach of Contract; and Breach of the Implied Covenant of Good Faith and Fair Dealing. (*Id.* at 1233-34.) The Amended Counterclaims did not significantly expand the scope of this case—they involve the same facts and legal theories that the Development Entities had previously asserted in this case, whether in defense to Caesars’ initial declaratory relief claims and/or as counterclaims. (*Compare* 2 PA 25-28 with 6 PA 74.) The material changes from the initial counterclaims are two-fold: (i) the TPOV Parties and the Moti Parties asserted counterclaims against Caesars for the first time; and (ii) the LLTQ/FERG Parties added allegations concerning GR Steak AC and another restaurant venture from which the TPOV Parties were wrongfully excluded: Gordon Ramsay Steak, in Kansas City (“GR Steak KC”). (6 PA 74, at 1230, 1233-34.)

H. Caesars Moves to Strike the Amended Counterclaims.

On July 15, 2020, Caesars moved to strike the Amended Counterclaims, advocating for the district court to apply the “narrow” approach applied by a small minority of federal courts. (6 PA 76.) Caesars argued that the Amended Counterclaims should be stricken because they did not relate to the changes in Caesars’ First Amended Complaint—i.e., the subject matter of the new counterclaims was different from the subject matter of the new claims. (*Id.*) The Development Entities opposed Caesars’ motion, pointing out that the “narrow” approach was no longer good law and advocating for the district court to adopt the “moderate” approach applied by the majority of federal courts. (6 PA 77.)

I. The District Court Strikes the Amended Counterclaims.

On September 23, 2020, the district court heard argument on the Motion to Strike. (6 PA 79.) On February 3, 2021, the district court entered the Order granting the Motion to Strike. (7 PA 84.)

The district court noted that 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.” (*Id.* at 1489.) The district

1 court correctly concluded that the abrogation of NRCP 13(f) in 2019 “would
2 supersede [federal] cases following the narrow approach.” (*Id.*) The district
3 court further predicted that the Nevada Supreme Court would reject the
4 permissive approach. (*Id.* at 1489-90.) In analyzing the moderate approach,
5 the district court stated that the Amended Counterclaims would be
6 impermissible because they did not relate to the same subject matter as the new
7 claims (as explained below, this is really the narrow approach). (*Id.* at 1490.)

8 Ultimately, the district court declined to apply any of the federal
9 approaches and created an NRCP 16 approach—relying on *Nutton v. Sunset*
10 *Station, Inc.*, 131 Nev. 279, 357 P.3d 966 (2015). (*Id.*; *see also* 6 PA 79, at
11 1385-87, 1390, 1402, and 1410.) The district court found that the Amended
12 Counterclaims were “time-barred by [the District] Court’s prior scheduling
13 order and the previous denial of the LTTQ/FERG Defendants’ Motion to
14 Amend,” and that “Caesars’ First Amended Complaint did not open the door
15 for the Development Entities to expand the scope of the litigation beyond its
16 current parameters.” (7 PA 84, at 1491.)

V. RELIEF REQUESTED

The Development Entities seek a writ of mandamus directing the district court to vacate the Order and to enter an order denying the Motion to Strike in its entirety.

VI. SUMMARY OF REASONS WHY EXTRAORDINARY WRIT RELIEF IS PROPER

A. Standard of Decision for Seeking Writ Relief.

This Court has original jurisdiction to issue writs of mandamus. Nev. Const., art. 6, § 4(1); NRS 34.160. “A writ of mandamus is an extraordinary remedy that will not issue if the petitioner has a plain, speedy, and adequate remedy at law.” *Leibowitz v. Eighth Jud. Dist. Ct.*, 119 Nev. 523, 529, 78 P.3d 515, 519 (2003).

This Court has broad discretion to consider a mandamus petition. *Id.* This Court may entertain a mandamus petition “when judicial economy and sound judicial administration militate in favor of writ review” or when “an important issue of law requires clarification.” *Scarbo v. Eighth Jud. Dist. Ct.*, 125 Nev. 118, 121, 206 P.3d 975, 977 (2009) (internal quotation marks omitted).

1 A writ of mandamus is “available to compel the performance of an act
2 that the law requires or to control an arbitrary or capricious exercise of
3 discretion.” *Nev. Yellow Cab Corp. v. Eighth Jud. Dist. Ct.*, 123 Nev. 44, 49,
4 152 P.3d 737, 740 (2007). The petitioner has the burden to demonstrate why
5 extraordinary writ relief is warranted. *Pan v. Eighth Jud. Dist. Ct.*, 120 Nev.
6 222, 228, 88 P.3d 840, 844 (2004).

7 **B. Writ Relief Is Appropriate Here.**

8 This Court should exercise its discretion to consider this Petition for the
9 following reasons.

10 First, this Petition raises important issues of first impression: whether
11 and under what circumstances a defendant may assert amended counterclaims
12 as a matter of right in response to an amended complaint. Plaintiffs often
13 obtain leave to amend their complaints to expand the scope of the case. Absent
14 guidance from this Court, defendants are left to guess whether they may file
15 amended counterclaims as a matter of right in response to the amended
16 complaint.

17 Second, judicial economy and administration support considering this
18 Petition. If this Court declines to consider this Petition, the parties will go

1 through a costly and time-consuming trial, during which neither the TPOV
2 Parties nor the MOTI Parties will be allowed to present evidence on any claims
3 for relief; and the LLTQ/FERG Parties will be unable to seek damages with
4 regard to GR Steak AC and GR Steak KC (even though they will seek
5 damages for Fish and Chips and GR Steak Baltimore). If the Development
6 Entities later prevail on appeal addressing the issues presented by this Petition,
7 the parties will be forced to go through a retrial on the same facts and legal
8 theories, calling the same witnesses and presenting virtually identical evidence.
9 Plainly, it would be much more efficient to hold one trial on all of the claims
10 and counterclaims.

11 In a similar set of circumstances, this Court considered a writ petition
12 where the pretrial dismissal of certain claims was erroneous, affected the
13 course of the proceeding, and the issue involved a matter of statewide
14 significance. *See Lund v. Eighth Judicial Dist. Court*, 127 Nev. 358, 255 P.3d
15 280 (2011). In *Lund*, the district court had granted a motion to dismiss a
16 defendant's counterclaim against a third party (who previously had not been a
17 party in the case), finding that NRCP 13(h) did not authorize a defendant to
18 assert counterclaims against non-parties. *Id.* at 362, 255 P.3d at 283. The

1 defendant filed a writ of mandamus, seeking to vacate the district court’s order.
2 *Id.* at 363-64, 255 P.3d at 284-85. This Court held that writ relief was
3 appropriate because the district court had erroneously interpreted NRCP
4 13(h), the dismissal “potentially affect[ed] the future course of [the]
5 proceeding,” and the “confusion as to the scope and application of NRCP 13(h)
6 is of statewide significance” *Id.* at 364, 255 P.3d at 284.

7 Just like the district court’s dismissal of the counterclaims in *Lund*, here
8 the district court’s striking of the Amended Counterclaims is erroneous, it will
9 affect the future course of this case, and the confusion over whether and under
10 what circumstances a defendant may assert an amended counterclaim as a
11 matter of right in response to an amended complaint is of statewide
12 significance. *See id.* (“[W]rit relief may lie when trial court fails to analyze or
13 apply law correctly in entering an order that conflicts with the ... Rules of
14 Civil Procedure.”).

15 In sum, this Court should exercise its discretion to consider this Petition.
16 *See Lund*, 127 Nev. at 365, 255 P.3d at 285 (considering writ petition on order
17 dismissing counterclaims where the “district court manifestly abused its
18 discretion by failing to apply the proper NRCP 13(h) analysis”).

VII. TIMING OF THIS PETITION

While there is no specific time limit for the filing of a writ petition, such relief should be timely sought. *Widdis v. Second Jud. Dist. Ct.*, 114 Nev. 1224, 1227-28, 968 P.2d 1165, 1167 (1998). The Order was entered on February 3, 2021. (7 PA 84.) The Development Entities filed this Petition on February 5, 2021, two days after the Order was filed. Thus, this Petition is timely.

VIII. ISSUES PRESENTED FOR REVIEW

This Petition presents the following issues:

1. May a defendant assert amended counterclaims, as a matter of right, in response to an amended complaint that expands the scope of the litigation?
2. What is the permissible scope of amended counterclaims pled, as a matter of right, in response to an amended complaint that expands the scope of the litigation?
3. Did the district court err in striking the Amended Counterclaims as the changes made were proportional to the changes made in the First Amended Complaint?

1 **IX. REASONS WHY A WRIT SHOULD ISSUE**

2 **A. Standard of Review.**

3 This Court “reviews the district court’s interpretation of the Nevada
4 Rules of Civil Procedure *de novo*, even when that interpretation is challenged
5 through a petition for extraordinary relief.” *Lund*, 127 Nev. at 362, 255 P.3d at
6 283 (emphasis added).

7 **B. This Court Should Adopt the Moderate Approach to Evaluate**
8 **the Scope of Amended Counterclaims a Defendant May Assert**
9 **as a Matter of Right in Response to an Amended Complaint.**

10 Because neither this Court nor the Court of Appeals has addressed
11 whether and under what circumstances a defendant may assert amended
12 counterclaims as a matter of right in response to an amended complaint, federal
13 case law is “strong persuasive authority” on the issue. *See Exec. Mgmt. Ltd. v.*
Ticor Title Ins. Co., 118 Nev. 46, 53, 38 P.3d 872, 876 (2002).

14 Federal courts have, with near unanimity, held that a defendant may
15 assert amended counterclaims, as a matter of right, in response to an amended
16 complaint where the amended complaint changes the theory or scope of the
17 case. *See, e.g., Va. Innovation Scis. Inc. v. Samsung Elecs. Co.*, 11 F. Supp. 3d
18 622, 632-33 (E.D. Va. 2014); *see also Poly-Med, Inc. v. Novus Sci. Pte Ltd.*,

Civil Action No. 8:15-cv-01964-JMC, 2017 U.S. Dist. LEXIS 103991, at *7 (D.S.C. July 6, 2017); *UDAP Indus. v. Bushwacker Backpack & Supply Co.*, No. CV 16-27-BU-JCL, 2017 U.S. Dist. LEXIS 66803, at *7-8 (D. Mont. May 2, 2017); *Hydro Eng’g, Inc. v. Petter Invs., Inc.*, No. 2:11-cv-00139-RJS-EJF, 2013 U.S. Dist. LEXIS 40552, at *13 (D. Utah Mar. 22, 2013); *Elite Entm’t, Inc. v. Khela Bros. Entm’t*, 227 F.R.D. 444, 446 (E.D. Va. 2005); *Uniroyal Chem. Co. v. Syngenta Crop Prot., Inc.*, No. 3:02-CV-02253-AHN, 2005 WL 677806, at *1-3 (D. Conn. Mar. 23, 2005).

The rationale of these decisions is based on equity and fairness—if a plaintiff is given leave to expand the scope of the case through an amended complaint, a defendant should be afforded the same privilege through an amended counterclaim. *See Va. Innovation Scis. Inc.*, 11 F. Supp. 3d at 632-33 (“[W]hen a plaintiff’s amended complaint changes the theory of the case, it would be inequitable to require leave of the court before the defendant could respond with appropriate counterclaims.”) (internal quotation marks omitted); *Uniroyal Chem. Co.*, No. 3:02-CV-02253-AHN, 2005 WL 677806, at *1-3; *Tralon Corp. v. Cedarapids, Inc.*, 966 F. Supp. 812, 832 (N.D. Iowa 1997) (“[I]t would be inequitable to entertain the Plaintiffs’ Second Amended

1 Complaint without permitting Cedarapids to completely plead anew.”);
2 *Deutsch v. Health Ins. Plan*, 573 F. Supp. 1443, 1445 (S.D.N.Y. 1983) (“An
3 amended complaint represents a plaintiff’s second bite at the apple, and a
4 defendant should be accorded the same privilege.”).

5 Federal courts have developed three approaches to evaluate the
6 permissible scope of amended counterclaims pled, without leave of court, in
7 response to amended complaints.⁵ They are addressed in turn.

8 ***1. The Narrow Approach.***

9 The “narrow” approach has previously been applied by a minority of
10 federal courts based upon their reading of former Rule 13(f) and required any
11 new counterclaims to relate to the same subject matter as the new claims. *See*,
12 *e.g.*, *E.E.O.C. v. Morgan Stanley & Co.*, 211 F.R.D. 225, 226-27 (S.D.N.Y.
13 2002). Courts have found that the 2009 amendments to the Federal Rules of
14 Civil Procedure, which deleted Rule 13(f), superseded the narrow approach.

15 ⁵ One court—the District of Massachusetts—created its own approach,
16 requiring a defendant to seek leave before amending counterclaims pled in
17 response to an amended complaint. *See Bern Unlimited, Inc. v. Burton Corp.*,
18 25 F. Supp. 3d 170, 179 (D. Mass. 2014). Courts have rejected this approach in
favor of the moderate approach. *See, e.g., Ramsay-Nobles v. Keyser*, 2018
U.S. Dist. LEXIS 214472, at *14-15 (S.D.N.Y. Dec. 18, 2018); *UDAP Indus.*,
No. CV 16-27-BU-JCL, 2017 U.S. Dist. LEXIS 66803, at *7.

1 *See, e.g., Va. Innovation Scis. Inc.*, 11 F. Supp. 3d at 631. “This leaves the
2 permissive approach and the moderate approach as the remaining valid lines of
3 case law on this issue.” *Id.* Notably, this Court similarly deleted the analog of
4 Rule 13(f) in its 2019 amendments to the Nevada Rules of Civil Procedure,
5 making the narrow approach untenable under Nevada law.

6 **2. The Permissive Approach.**

7 Another approach used by federal courts—labeled the “permissive”
8 approach—allows a defendant to file new or amended counterclaims without
9 leave of court in response to amended claims irrespective of proportionality.

10 *See Joseph Bancroft & Sons Co. v. M. Lowenstein & Sons, Inc.*, 50 F.R.D. 415,
11 419 (D. Del. 1970). Although still employed by some courts, the permissive
12 approach has been criticized for depriving courts of the “ability to effectively
13 manage the litigation.” *Va. Innovation Scis. Inc.*, 11 F. Supp. 3d at 632
14 (internal quotation marks omitted).⁶

15 ⁶ Notably, Caesars advocated for the permissive approach and (correctly)
16 argued that Rule 16 was inapplicable to a court’s analysis when it suited its
17 interests in a case before the United States District Court, District of Nevada.
18 (6 PA 77, at 1300-02.) Ultimately, the court there adopted the moderate
approach and allowed Caesars to assert counterclaims, as a matter of right, in
response to an amended complaint that had expanded the scope of the case
even though the deadline to amend had passed. Sierra Dev. Co. v. Chartwell

1 3. *The Moderate Approach.*

2 The overwhelmingly “predominant [approach] in the case law”—labeled
3 the “moderate” approach—holds that a defendant may file amended
4 counterclaims in response to an amended complaint as a matter of right “when
5 the amended complaint changes the theory or scope of the case” so long as the
6 “the breadth of the changes in the amended [counterclaims] ... reflect the
7 breadth of the changes in the amended complaint.” *Elite Entm’t, Inc.*, 227
8 F.R.D. at 446. “[I]f major changes are made to the complaint, then major
9 changes may be made to the [counterclaims].” *Id.*

10 If the amended counterclaims are proportional (or less drastic),
11 *defendants may file them as a matter of right*—other requirements (e.g.,
12 Rules 15 and 16) are inapplicable. *See Hydro Eng’g, Inc.*, No. 2:11-cv-00139-
13 RJS-EJF, 2013 U.S. Dist. LEXIS 40552, at *15; *see also Sierra Dev. Co.*, No.
14 13-cv-602-BEN-VPC, 2016 U.S. Dist. LEXIS 160308, at *10-12 (denying a
15 motion to strike counterclaims pled by Caesars and other defendants, without
16 leave of court, in response to an amended complaint *after the Rule 16 deadline*
17 *to amend had passed*); *Spellbound Dev. Grp., Inc. v. Pac. Handy Cutter, Inc.*,
18 *Advisory Grp. Ltd.*, No. 13-cv-602-BEN-VPC, 2016 U.S. Dist. LEXIS 160308,
at *10-12 (D. Nev. Nov. 18, 2016).

1 No. SACV-09-951-DOC-(Anx), 2011 U.S. Dist. LEXIS 54597, at *4 (C.D.
2 Cal. May 12, 2011) (rejecting argument that a counterclaim filed in response to
3 an amended complaint was “untimely” because the defendant had “failed to
4 comply with the Court’s past scheduling order dictating the deadline by which
5 to amend claims and failed to seek leave of the Court to amend”).

6 What distinguishes the moderate approach from the narrow approach is
7 this: while “the breadth of the changes in the amended [counterclaims] must
8 reflect the breadth of the changes in the amended complaint” under the
9 moderate approach, the “breadth requirement is one of proportionality and,”
10 unlike the narrow approach, “*it does not require the changes to the response*
11 *to be directly tied to the changes in the amended complaint.*” *Va. Innovation*
12 *Scis. Inc.*, 11 F. Supp. 3d at 633 (emphasis added); *accord Poly-Med, Inc.*,
13 Civil Action No. 8:15-cv-01964-JMC, 2017 U.S. Dist. LEXIS 103991, at *6
14 (same); *UDAP Indus.*, No. CV 16-27-BU-JCL, 2017 U.S. Dist. LEXIS 66803,
15 at *6 (same).

16 This Court should adopt the moderate approach as it appropriately
17 balances equity and fairness with the interests of courts managing litigation.
18 The moderate approach limits changes in amended counterclaims to only those

1 that are proportional in scope (or less drastic) to changes in the amended
2 complaint. In other words, any amended counterclaims are necessarily limited
3 to the scope of changes a district court has already approved in giving a
4 plaintiff leave to file an amended complaint.

5 Moreover, the moderate approach best reflects the intent of Rule 15(a).
6 As one court explained: “Not only is this moderate approach predominant in
7 the caselaw, the requirement that an amended response reflect the change in
8 theory or scope of the amended complaint is consistent with Rule 15’s [pre-
9 2009 Amendments] requirement that an amended pleading must ‘plead in
10 response’ to the amended pleading.” *Va. Innovation Scis. Inc.*, 11 F. Supp. 3d
11 at 632 (internal quotation marks omitted).⁷

17 ⁷ “As the purpose behind the 2009 Amendments to Rule 15 appears to have
18 been only to make ‘changes in the time allowed to make one amendment as a
matter of course,’ the ‘plead in response’ language is arguably still pertinent to
the allowable scope of a response to an amended pleading.” *Id.*

C. The District Court Erred in Striking the Amended Counterclaims.

1. This Court Should Reject the District Court's NRCP 16 Approach.

As detailed above, the district court required the Development Entities to demonstrate good cause under NRCP 16 (as the deadline to amend had passed) to file their Amended Counterclaims. This Court should reject the NRCP 16 approach because it is inequitable and unfair.

Initially, the district court's reliance on *Nutton* was misplaced. In *Nutton*, the Court of Appeals analyzed the interplay between NRCP 15(a), which governs amendments of pleadings, and NRCP 16(b), which governs scheduling orders. *See id.*, 131 Nev. at 285-86, 357 P.3d at 971. The *Nutton* Court held that where a party is seeking leave to amend its pleading after the deadline to amend has passed, it must demonstrate good cause, under NRCP 16(b), for the failure to seek amendment before the deadline expired, in addition to meeting the requirements under NRCP 15(a). *Id.*

Here, unlike in *Nutton*, the district court had already determined that the pleadings could be amended when it granted Caesars' Motion to Amend and allowed Caesars to increase the scope of the case drastically—well after the

1 deadline to amend had passed. Once the district court elected to give Caesars
2 leave to amend, it could not equitably deny the Development Entities the same
3 privilege. *See Va. Innovation Scis. Inc.*, 11 F. Supp. 3d at 632-33; *Uniroyal*
4 *Chem. Co.*, No. 3:02-CV-02253-AHN, 2005 WL 677806, at *1-3.

5 As noted above, courts have held that where a defendant files an
6 amended counterclaim as a matter of right in response to an amended
7 complaint, the requirements of Rules 15 and 16 are inapplicable. *See Hydro*
8 *Eng'g, Inc.*, No. 2:11-cv-00139-RJS-EJF, 2013 U.S. Dist. LEXIS 40552, at
9 *15 (holding futility analysis under Rule 15(a) was inapplicable); *Sierra Dev.*
10 *Co.*, No. 13-cv-602-BEN-VPC, 2016 U.S. Dist. LEXIS 160308, at *6-7
11 (rejecting arguments that counterclaims were time-barred by Rule 16 and that
12 Rule 15 required defendants to first seek leave); *Spellbound Dev. Grp., Inc.*,
13 No. SACV 09-951 DOC-(Anx), 2011 U.S. Dist. LEXIS 54597, at *4 (rejecting
14 argument that amended counterclaims were untimely because the deadline to
15 amend had passed).

16 Using Caesars' own words from another matter where it successfully
17 argued that Rules 15 and 16 did not apply to counterclaims it asserted, without
18

1 leave of court, in response to an amended complaint after the deadline to
2 amend had expired:

3 [Caesars] made the decision to file the [First Amended
4 Complaint], and, by law, the [First Amended
5 Complaint] became the operative pleading in this
6 matter. By choosing to redo its original work,
[Caesars] can hardly be heard to complain that the
[Development Entities] have now filed [amended]
counterclaims in response to the operative pleading.

7 (6 PA 77, at 1301.)

8 In sum, this Court should find that neither NRCP 16(b) nor *Nutton*
9 applies because the Development Entities were allowed to file their Amended
10 Counterclaims, as a matter of right, in response to Caesars' First Amended
11 Complaint.

12 **2. *The District Court Erred in Its Analysis of the Moderate***
13 ***Approach.***

14 The district court stated that even if it were to have applied the moderate
15 approach, "the Development Entities' counterclaims would not be permitted
16 because the breadth of the changes in their Amended Counterclaims do not
17 reflect the breadth of the changes in Caesars' First Amended Complaint (*i.e.*,
18

1 the alleged kick-back scheme).” (7 PA 84, at 1490.) Respectfully, the district
2 court erred in its analysis of the moderate approach.

3 The district court conflated the narrow approach with the moderate
4 approach. The district court found that the Amended Counterclaims were
5 improper under the moderate approach because the changes did not relate to
6 the same subject matter as the changes in the First Amended Complaint. (*Id.*)
7 ***But, as explained above, that distinction is precisely what separates the***
8 ***moderate approach from the narrow approach.*** The moderate approach does
9 not require the changes in the amended counterclaims to relate to the same
10 subject matter as the changes in the amended complaint. *See Va. Innovation*
11 *Scis. Inc.*, 11 F. Supp. 3d at 633. Accordingly, the changes in the Development
12 Entities’ Amended Counterclaims do not need to relate to the same subject
13 matter as the changes in Caesars’ First Amended Complaint. Instead, the
14 Amended Counterclaims are proper so long as they do not disproportionately
15 impact the scope of this case. *See UDAP Indus.*, No. CV 16-27-BU-JCL, 2017
16 U.S. Dist. LEXIS 66803, at *6 (“There is no requirement under this approach
17 that a defendant specifically tailor its answer to the amended complaint, rather
18 the court considers whether the defendant’s answer affects the scope of the

1 litigation in a manner proportional with the amended complaint.”) (internal
2 quotation marks omitted).

3 Under the moderate approach, the Development Entities were allowed to
4 file their Amended Counterclaims as a matter of right because the breadth of
5 their changes is *minor* when compared with the breadth of the changes in
6 Caesars’ First Amended Complaint. Through its amendments to its Complaint,
7 Caesars substantially increased both the theory and scope of this case by
8 asserting coercive claims for relief for the first time (five new claims in total)
9 and adding a new party (Green). In contrast, the Amended Counterclaims are
10 based on the same facts and legal theories previously asserted by the
11 Development Entities, whether in their defenses to Caesars’ initial declaratory
12 relief claims and/or their initial counterclaims.

13 Unlike Caesars’ First Amended Complaint—which requires
14 substantially new and different discovery—the Amended Counterclaims
15 require virtually no additional discovery. The parties have been conducting
16 discovery on matters surrounding Caesars’ termination of the Development
17 Agreements for years (the subject of the Amended Counterclaims). The only
18

1 additional discovery needed is basic and readily available financial data for the
2 two additional restaurants (GR Steak AC and GR Steak KC).

3 Further, the Development Entities—including the TPOV Parties and the
4 Moti Parties (who did not previously assert counterclaims)—are arguably
5 required to assert all compulsory counterclaims based on Caesars’ assertion of
6 coercive claims for relief. Under the “declaratory judgment exception” to the
7 doctrine of claim preclusion—which this Court has adopted—a party
8 responding to a claim solely for declaratory relief is not required to assert
9 compulsory counterclaims under NRCP 13(a) and may instead assert such
10 claims in a subsequent action (subject to any issue-preclusive effects of the
11 declaratory judgment). *See Boca Park Marketplace Syndications Group, LLC*
12 *v. Higco, Inc.*, 133 Nev. 923, 927, 407 P.3d 761, 765 (2017). However, where
13 a party asserts a coercive claim for relief in addition or in response to a claim
14 for declaratory relief, the exception no longer applies—the party responding to
15 the coercive claim for relief must assert all compulsory counterclaims under
16 NRCP 13(a). *See, e.g., Duane Reade, Inc. v. St. Paul Fire & Marine Ins. Co.*,
17 600 F.3d 190, 197 (2d Cir. 2010).

18

1 When Caesars filed its initial Complaint only seeking declaratory relief,
2 none of the Development Entities had to assert counterclaims under NRCP
3 13(a). *See Marketplace Syndications Group, LLC*, 133 Nev. at 927, 407 P.3d
4 at 765. However, because Caesars has asserted coercive claims for relief, the
5 Development Entities are arguably required to assert all compulsory
6 counterclaims under NRCP 13(a). *See Duane Reade, Inc.*, 600 F.3d at 197.

7 In sum, because the Amended Counterclaims are, *minimally*,
8 proportional to the breadth of changes in the First Amended Complaint, the
9 Development Entities were entitled to assert them as a matter of right. This
10 Court should find that the district court erred in striking them. *See Va.*
11 *Innovation Scis. Inc.*, 11 F. Supp. 3d at 632-33.

12 X. CONCLUSION

13 Just as this Court looks to federal case law for guidance when addressing
14 procedural issues, so this Court should adopt the moderate approach used by an
15 overwhelming majority of federal courts when deciding whether and under
16 what circumstances a defendant may assert amended counterclaims as a matter
17 of right in response to an amended complaint. Then, this Court should find
18

1 that the Amended Counterclaims were properly filed as the changes were not
2 disproportional to those in the First Amended Complaint.

3 For the foregoing reasons, the Development Entities respectfully request
4 that this Court issue a writ of mandamus directing the district court to vacate
5 the Order and enter an order denying the Motion to Strike in its entirety.

6 DATED this 5th day of February, 2021.

7 BAILEY ♦ KENNEDY

8 By: /s/ John R. Bailey

9 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

10 PAUL C. WILLIAMS

11 STEPHANIE J. GLANTZ

12 *Attorneys for Petitioners Moti Partners, LLC; Moti*
13 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ*
14 *Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV*
15 *Enterprises 16, LLC; FERG, LLC; FERG 16, LLC;*
16 *and R Squared Global Solutions, LLC, Derivatively*
17 *On Behalf of DNT Acquisition, LLC*
18

VERIFICATION

I, John R. Bailey, am the managing partner of the law firm of Bailey ❖ Kennedy, counsel of record for the Development Entities, and the attorney primarily responsible for handling this matter for and on behalf of the Development Entities. I make this verification pursuant to NRS 34.170, NRS 53.045, and NRAP 17(a)(5).

I hereby declare under penalty of perjury under the laws of the State of Nevada that the facts relevant to this Petition are within my knowledge as an attorney for the Development Entities and are based on the proceedings, documents, and papers filed in the underlying action, *Rowen Seibel v. PHWLIV, LLC*, No. A-17-751759-B, consolidated with No. A-17-760537-B, pending in Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

I know the contents of this Petition, and the facts stated therein are true of my own knowledge except as to those matters stated on information and belief. As to any matters identified as being stated on information and belief, I believe them to be true.

1 True and correct copies of the orders and papers served and filed by the
2 parties in the underlying action that may be essential to an understanding of the
3 matters set forth in this Petition are contained in the Appendix to this Petition.

4 EXECUTED on this 5th day of February, 2021.

5 /s/ John R. Bailey

6 JOHN R. BAILEY
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NRAP 28.2 CERTIFICATE OF COMPLIANCE

I hereby certify that this Petition complies with the formatting requirements of NRAP 21(d), NRAP 32(a)(4), and NRAP 32(c)(2), as well as the reproduction requirements of NRAP 32(a)(1), the binding requirements of NRAP 32(a)(3), the typeface requirements of NRAP 32(a)(5), and the type style requirements of NRAP 32(a)(6), because this Petition has been prepared in a proportionally spaced typeface using Microsoft Word for Office 365 in Times New Roman font 14 and contains 6,989 words (excluding the Cover Page, NRAP 26.1 Disclosure, Table of Contents, Table of Authorities, Verification, this Certificate of Compliance, and the Certificate of Service).

I further certify that I have read this Petition, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this Petition complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the Petition regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found.

1 I understand that I may be subject to sanctions in the event that the
2 accompanying Petition is not in conformity with the requirements of the
3 Nevada Rules of Appellate Procedure.

4 EXECUTED on this 5th day of February, 2021.

5 /s/ John R. Bailey

6 JOHN R. BAILEY
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 5th day of February, 2021, service of the foregoing was made by electronic service through Nevada Supreme 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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/s/ Sharon Murnane
Employee of BAILEY ♦ KENNEDY

TAB 62

1 CASE NO. A-17-751759-B

2 DOCKET U

3 DEPT. XVI

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6

DISTRICT COURT

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CLARK COUNTY, NEVADA

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* * * * *

9

ROWEN SEIBEL,

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Plaintiff,

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vs.

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PHWLTV LLC,

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Defendant.

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REPORTER'S TRANSCRIPT

16

OF

HEARINGS

17

18

(TELEPHONIC HEARING)

19

20

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

21

DISTRICT COURT JUDGE

22

23

DATED WEDNESDAY, FEBRUARY 10, 2021

24

25

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

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PA000786

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3 DEPARTMENT 16 ARE BEING HEARD VIA TELEPHONIC
4 APPEARANCE)

4 FOR THE PLAINTIFF:

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PA000788

1 LAS VEGAS, NEVADA; WEDNESDAY, FEBRUARY 10, 2021

2 9:15 A.M.

3 P R O C E E D I N G S

4 * * * * *

09:15:08 5 THE COURT: Next up would be page 5 of the
6 calendar. That's Rowen Seibel versus PHWLIV LLC. Let's
7 go ahead and place our appearances on the record.

8 MS. MERCERA: Good morning, your Honor.
9 Magali Mercera on behalf of Desert Palace Inc., Paris
09:15:21 10 Las Vegas Operating Company, PHWLIV, and Boardwalk
11 Regency Corporation.

12 MR. PISANELLI: Good morning, your Honor.
13 James Pisanelli for the same parties.

14 MS. WATKINS: Good morning, your Honor.
09:15:53 15 Brittnie Watkins also on behalf of the Caesar entities.

16 MR. GILMORE: Good morning, your Honor.
17 Joshua Gilmore and Paul Williams on behalf of Rowen
18 Seibel, Craig Green, and the development entities.

19 MR. TENNERT: Good morning, your Honor. John
09:15:57 20 Tennert on behalf of Gordon Ramsey.

21 THE COURT: All right. Does that appear to
22 cover all appearances? I think so.

23 My next question is this: Do we want to have
24 this matter reported?

09:16:12 25 MS. MERCERA: Yes, we do, your Honor.

09:16:21 1 THE COURT: All right. Okay. We have two
2 matters on calendar. It's my understanding we have one
3 matter, a motion to compel. And second, we have a
4 motion to seal. As far as the seal motion was
09:16:35 5 concerned there -- it's my understanding there was no
6 objection, is that correct, or opposition?

7 MS. MERCERA: Thank you, your Honor. Magali
8 Mercera on behalf of Caesars. That's correct. There
9 was no objection to the motion to seal.

09:16:48 10 THE COURT: Okay. As far as the motion to
11 seal is concerned, we'll go ahead and grant that.

12 Let's go ahead and deal specifically with the
13 motion to compel documents.

14 MS. MERCERA: Thank you, your Honor.

09:17:00 15 There's a duty of candor required of those
16 doing business in and with the gaming industry here in
17 Nevada. And we're here before you today because the
18 Seibel parties have continually failed and, indeed,
19 intentionally refused to comply with that duty.

09:17:17 20 Respectfully, the Seibel parties are and have
21 always been hiding something. And that's not just a
22 statement of zealous advocacy but an objective review
23 of the facts in this case.

24 We know that Seibel hid his criminal
09:17:32 25 investigation from Caesar.

09:17:34 1 We know that Seibel hid his felony plea and
2 conviction from Caesars.

3 We know that Seibel hid his sentencing from
4 Caesars.

09:17:43 5 And now, your Honor, we also know that Seibel
6 created a trust and a prenuptial agreement to try to
7 escape the consequence of his options. On top of all
8 that, we also now know they he's lied each and every
9 time about these documents. And the Court doesn't have
09:18:00 10 to take our word for it. It can look to Seibel's own
11 testimony which we've included in our motion.

12 In sum, every course of action that Seibel has
13 taken surrounding his criminal conviction has been a
14 fraud upon Caesars.

09:18:16 15 Now, your Honor will recall that the
16 relationship between the Caesars parties and Seibel
17 stems from six agreements related to the development of
18 certain restaurants in Las Vegas and Atlantic City. In
19 each of those agreements, as required of gaming
09:18:33 20 licensees, there were representations, warranties, and
21 conditions to ensure that Caesars was not entering into
22 a business relationship with an unsuitable individual
23 or entity.

24 Despite that express disclosure obligation,
09:18:50 25 Mr. Seibel never disclosed he was under investigation

09:18:53 1 by the US Government for years related to certain tax
2 crimes, or that he ultimately pled guilty to a felony,
3 specifically corrupt endeavor to obstruct and impede
4 the due administration of the Internal Revenue laws.

09:19:10 5 Now, what's important here, your Honor, is
6 that prior to that plea agreement, a mere ten days to
7 be exact, Seibel sent a letter to Caesars where he was
8 purporting to assign his interest in the Seibel -- what
9 we're calling the Seibel affiliated entities to the
09:19:26 10 Seibel Family 2016 Trust.

11 Now, Seibel didn't tell Caesars that he was
12 doing this transfer because of his upcoming felony
13 conviction. He simply said he disclosed that the
14 transfers were occurring and that the sole beneficiary
09:19:41 15 of the Seibel Family 2016 Trust were Netty Wachtel
16 Slushny, Bryn Dorfman, his wife, and potential
17 decedents of Seibel.

18 Importantly, in that letter which is Exhibit 6
19 to our motion, he also states clearly that there were
09:19:56 20 no other parties that have any management rights,
21 powers, or responsibilities regarding, or equity or
22 financial interests in the new entities.

23 Now, this statement essentially was repeated
24 by Seibel's counsel to Caesars following termination of
09:20:15 25 the agreement.

09:20:17 1 Again, looking at Exhibit 2 and 3 of our
2 motion. Seibel's counsel repeated similar statements
3 saying, "Great care was taken to ensure that the trust
4 would never have an unpermitted association with an
09:20:30 5 unsuitable person. And as you can see, the trust is to
6 be guided by your," being Caesars, "determination of
7 unsuitability."

8 Further he said that "As to the trust, under
9 its terms, no one that is an unsuitable person could
09:20:45 10 ever receive a distribution or other similar benefit
11 from a business that holds a gaming license."

12 Now, through discovery in this case, we know
13 that all of these statements are simply not true, and
14 that Seibel and his attorneys knew that they were not
09:21:03 15 true and nevertheless made these material
16 representations to Caesars.

17 The fraud here, your Honor, involved at least
18 three steps that we presently know of. The first one
19 was creating the new entities, what we referred to as
09:21:17 20 the 16 entities to take over the interest in these
21 restaurants and purported they be assigned to the
22 Seibel Family Trust.

23 Step two was creation of that Seibel Family
24 Trust.

09:21:32 25 Step three was the creation of a prenuptial

09:21:36 1 agreement between Seibel and his soon-to-be wife so
2 that Seibel could surreptitiously continue to keep
3 benefiting from the Seibel agreement. Even though he
4 knew that he would be prohibited from doing so because
09:21:49 5 of his felony conviction.

6 Now, we know that this is all a fraud because
7 of the actual language contained in the prenuptial
8 agreement. And, your Honor, I would refer to our
9 Exhibit 8 of our motion.

09:22:07 10 In that prenuptial agreement, even though
11 Seibel on the one hand told Caesars that he was no
12 longer involved and he would no longer be receiving any
13 benefit, the prenuptial agreement specifically states
14 that Seibel would continue to maintain separate
09:22:22 15 ownership of the entities from his wife and
16 specifically required that his wife, who was going to
17 be receiving distributions from the trust, to deposit
18 those distributions into a joint account in the
19 parties' joint names that could be used to pay for
09:22:38 20 their living expenses.

21 Now, the reason the crime fraud exception
22 comes into play in this instance is because Seibel used
23 his attorneys to effectuate that fraud upon Caesars.
24 Specifically we know that he used his attorneys to
09:22:56 25 create the trust. We know that he used his attorneys

09:23:00 1 to create the prenuptial agreement, and those same
2 attorneys were making those representations to Caesars.

3 Now, importantly here, your Honor, Caesars is
4 unaware of the existence of the prenuptial agreement
09:23:13 5 until this litigation. Even then, frankly discovery
6 about this document, every statement that we've
7 received continues to be a lie.

8 And, again, your Honor, I want to be clear.
9 You don't have to take my word for it. You can look at
09:23:27 10 the testimony from Seibel's own deposition where the
11 story about this prenuptial agreement and the interplay
12 with the trust continues to shift.

13 First Mr. Seibel claimed that he didn't have a
14 prenuptial agreement. Then, when we presented him with
09:23:45 15 evidence that a prenuptial agreement had been created,
16 Seibel said that one was finalized, but that the
17 parties took some affirmative action just a few days
18 later to nullify it.

19 When Caesars served discovery asking for that
09:23:59 20 prenuptial agreement, Seibel served his responses
21 stating there was such an agreement and then stated
22 that there were no amendments, modifications, or
23 nullifications of that agreement that existed or ever
24 existed.

09:24:12 25 His wife similarly continued to lie about the

09:24:16 1 document. Now she didn't lie about the existence of
2 it. She admitted that one existed. But she lied about
3 the contents of that document. And importantly, during
4 her deposition we didn't have access to the prenuptial
09:24:27 5 agreement at that time. But when we asked her about
6 the contents of it, whether it had any provision
7 requiring -- excuse me, regarding the trust, or whether
8 it had any provision requiring her to share any of the
9 distributions she received from the trust, she said no.
09:24:46 10 Unequivocally. No explanation. She just said those
11 provisions were not in there.

12 Now, as we know, once we actually received the
13 prenuptial agreement, that was not -- simply not true.
14 There's carve outs specifically in that document that
09:25:01 15 show that Mr. Seibel was going to continue to retain
16 ownership of the business interest, and also that he
17 was going to specifically be receiving distributions
18 from the trust that were being sent to his wife.

19 Now, in their opposition, your Honor, the
09:25:21 20 Seibel parties claim that the prenuptial agreement
21 basically had been nullified by their actions. But
22 again, looking to their own testimony in this case,
23 that appears to not be true. Even though they claim
24 that the agreement is nullified, his wife testified
09:25:38 25 that there have been multiple discussions about

09:25:41 1 modifying it. And the parties have even gone as far as
2 to retain counsel to represent them in this amendment.
3 It can't be that a prenuptial agreement doesn't exist
4 and at the same time the parties are attempting to
09:25:56 5 modify it.

6 Also while he claims that a joint bank account
7 was never created, again looking to his testimony, he
8 says that his wife's accounts are his and the funds in
9 those accounts are joint funds.

09:26:11 10 Your Honor, nobody is disputing here that the
11 attorney-client privilege protects communications
12 between an attorney and their client for the purposes
13 of rendering legal services. And, in fact, our
14 position is not even that the Seibel parties have not
09:26:28 15 made that initial showing of privilege by producing a
16 privilege log. They have.

17 Our argument, your Honor, is that here we know
18 that the attorney-client privilege is a statutory
19 privilege, and we know it's not absolute. There are
09:26:44 20 exceptions to it.

21 The law makes clear that no privilege exists
22 if the services of the lawyer were sought or obtained
23 to enable or aid anyone to commit or plan to commit
24 what the client knew or reasonably should have known to
09:26:59 25 be a crime or fraud. That is codified in the statute

09:27:02 1 under NRS 49.115.

2 The leading case on the crime fraud exception
3 in the Ninth Circuit, In re Master, makes clear that
4 the privilege takes flight if the relation is abused.

09:27:15 5 "A client who consults an attorney for advice that will
6 serve him in the commission of a fraud will have no
7 help from the law. He must let the truth be told."

8 Here the Seibel parties' main defense to our
9 motion, your Honor, is that Caesars knew or should have
09:27:32 10 known that he would always benefit from the trust,
11 therefore, regardless of what the prenuptial agreement
12 said or what the parties did, it didn't matter. Boiled
13 down, this is basically that his attempted fraud was
14 not successful; therefore, it doesn't matter what his
09:27:47 15 actions were.

16 That argument, your Honor, unfortunately,
17 ignores the law on this issue. It's very clear that
18 the crime of fraud doesn't have to be successful in
19 order for the crime fraud exception to apply. It's
09:28:05 20 simply the intent of the party to commit that fraud or
21 that crime that triggers the exception.

22 Now, here we know that Seibel's plan was to
23 defraud Caesars and hide the fact that he would
24 continue benefiting from the trust so that he could
09:28:27 25 continue to basically receive funds from Caesars even

09:28:30 1 though he was unsuitable to do business with the gaming
2 licensee. That plan, those actions is what triggers
3 the crime fraud exception here.

4 Now, importantly, your Honor, it doesn't have
09:28:42 5 to be a criminal fraud. The law makes clear that this
6 exception is triggered even when a client seeks the
7 assistance of an attorney to make a false statement or
8 a false statement of material fact to either another
9 person or to the court for personal advantage.

09:29:00 10 And, your Honor, that's exactly what happened
11 in this case. Here Seibel used his attorneys to make
12 false statements of fact. Specifically that he was no
13 longer involved and that no unsuitable person would
14 benefit, even though they know that that wasn't true
09:29:16 15 because they also assisted him in creating the
16 prenuptial agreement.

17 Now, your Honor, we don't make this motion
18 lightly. We understand that the -- and agree that the
19 attorney-client privilege is important and is meant to
09:29:33 20 encourage clients to be open and frank with their
21 attorneys to assist them in representing them.

22 However, it's clear from the actions that
23 Seibel took in this instance that this was not a simple
24 case of seeking attorney representations to assist him
09:29:52 25 for prior bad acts, but rather to continue the future

09:29:56 1 bad acts related to his criminal conviction.

2 So, your Honor, in a nutshell this is a case
3 what we believe to be a textbook case for application
4 of the crime fraud exception. There is no Nevada case
09:30:11 5 law on point discussing the application of the crime
6 fraud. But looking to the Ninth Circuit and cases that
7 have interpreted it, we feel that it's clear that the
8 communications between Seibel and his attorneys related
9 to the creation of both the trust and the prenuptial
09:30:28 10 agreement are now open to discovery based on their
11 actions and their representations that they made to
12 Caesars while trying to continue to allow Seibel to
13 benefit even though he was unsuitable.

14 And, your Honor, unless the Court has any
09:30:45 15 other questions, we will rest.

16 THE COURT: I just have one additional
17 question. As far as the fraud is concerned, it's your
18 position the fraud is set forth in the prenuptial
19 agreement; is that correct, ma'am?

09:31:00 20 MS. MERCERA: Yes, your Honor. The fraud is
21 set forth in the prenuptial agreement. But it also has
22 to look to the trust. So the trust says that no
23 unsuitable person could benefit from distributions from
24 the trust.

09:31:14 25 But then when you look to the actual

09:31:17 1 prenuptial agreement, we see that that's not true.
2 That the distribution that's to be received by
3 Ms. Dorfman is actually directed to go to Mr. Seibel.

4 THE COURT: Thank you, ma'am.

09:31:36 5 And we'll hear from the opposition.

6 MR. GILMORE: Good morning, again, your Honor.
7 Joshua Gilmore on behalf of Rowen Seibel, Craig Green,
8 and the development entities.

9 This is a pretty serious motion brought on
09:31:49 10 Caesars' part, your Honor. Caesars needs to show by a
11 preponderance of the evidence that Mr. Seibel actively
12 sought to perpetrate a fraud, and further, that his
13 communications with his lawyers were sufficiently
14 related to and made in furtherance of the fraud.

09:32:06 15 And what we see from the motion and we hear in
16 argument today the impetus is that, allegedly
17 unbeknownst at the time to Caesars, Mr. Seibel
18 surreptitious arranged to continue to own and benefit
19 from the development entities after assigning his
09:32:24 20 interest in those entities to a trust.

21 What we hear is that occurred through what
22 they call the interplay between the family trust and
23 the prenuptial agreement.

24 Now, your Honor, importantly, this information
09:32:36 25 that was allegedly concealed by Mr. Seibel was actually

09:32:40 1 irrelevant from Caesars' perspective. Irrelevant. And
2 why do I say that?

3 Caesars gaming expert, a lawyer out of Reno
4 named Scott Scherer, when I took his deposition and
09:32:51 5 asked him about this prenuptial agreement and in
6 particular the discussion here about the beneficiaries
7 and Mr. Seibel allegedly continuing to own the
8 interest, not the entities, and to benefit from them,
9 his words were "never even needed to get to those
09:33:09 10 facts." Those are his words.

11 According to Mr. Scherer, all that matters was
12 that Mr. Seibel had named his lawyer, Brian Ziegler,
13 and colleague Craig Green as trustees of the trust.
14 That according to Mr. Scherer, Caesars' gaming expert
09:33:26 15 in this case, was enough for Caesars to say that the
16 trust can't own an interest in the entities because
17 it's too close to Mr. Seibel.

18 What does that tell us, your Honor? That this
19 whole charade about Mr. Seibel benefiting from the
09:33:40 20 development entities without notice to Caesars, not
21 only is that false, but it's meaningless from Caesars'
22 perspective.

23 Caesars stopped caring as soon as it digested
24 who the trustees were of the trust. Whether or not
09:33:53 25 Mr. Seibel was benefiting from the trust because he was

09:33:55 1 married to one of its beneficiaries meant nothing to
2 Caesars then and it means nothing to Caesars now.

3 So what we have is Caesars advocating here
4 that Mr. Seibel supposedly made misrepresentations over
09:34:10 5 immaterial facts. That he lied about something that
6 Caesars didn't even care about.

7 Your Honor, I submit that is not a proper
8 basis for trying to invoke the crime fraud exception to
9 the attorney-client privilege.

09:34:22 10 The other main point I want to stress, your
11 Honor, I want to get into this in more detail is why
12 Caesars is bringing this motion. And we believe firmly
13 that it's a means of deflection. And we set forth the
14 numbers in our opposition about these restaurants that
09:34:37 15 were conceptualized by Mr. Seibel that have made
16 Caesars substantial profit.

17 And, of course, Caesars' response is, well,
18 none of that is relevant. None of that matters. It
19 absolutely is relevant to know how successful these
09:34:52 20 restaurants are and the value that Mr. Seibel brought
21 to Caesars because it gives context for why Caesars
22 would want to paint Mr. Seibel as a fraud.

23 Your Honor, we set forth the history between
24 these parties in our opposition to show you the
09:35:07 25 exchanges that took place between these parties to make

09:35:09 1 it clear that Mr. Seibel did not perpetuate a fraud and
2 that the prenuptial agreement has not changed anything
3 from Caesars' perspective.

09:35:22 4 But I want to go ahead and focus on some of
5 those points here this morning. We know in 2014, a few
6 years after these parties had entered into the
7 agreement, that Mr. Seibel asked Caesars to sign an
8 amendment to allow him to assign his interests in the
9 development entities to third parties. Caesars agreed.

09:35:37 10 Didn't question him about it. Didn't ask what his
11 motivation was.

12 And that, your Honor, presents a question
13 that's unanswered even after seeing Caesars' reply to
14 this motion or here today. And that is: Why didn't
09:35:49 15 Caesars ask Mr. Seibel about the amendment or its
16 purpose? The answer: Caesars didn't care. Again, I'm
17 going to stress that point several times today, your
18 Honor, because Caesars didn't care. This was
19 immaterial to Caesars.

09:36:04 20 Let's fast-forward to 2016. Mr. Seibel
21 disassociates from the development entities. And he
22 takes several steps to do so including forming new
23 entities and creating a family trust to which titles to
24 these entities would be held. He did so for several
09:36:23 25 reasons as he stated in his deposition.

09:36:24 1 Now the trust document was oddly missing from
2 Caesars' motion. Despite it being a part and parcel of
3 the fraud, Caesars didn't even attach it to its motion
4 even though we know, and there's no dispute, that
09:36:39 5 Caesars carries the burden of proof here.

6 We did attach it, your Honor, because we
7 submit you look at the document, 62 pages long, 31
8 different articles, many containing numerous subparts.
9 You see it's a very thorough document which speaks to
09:36:55 10 the amount of time and effort that went into preparing
11 it. It not only is tailored to dealing with ownership
12 of companies that are under contract with gaming
13 licensees, and we quote that provision on page 14 of
14 our opposition, your Honor, but it also deals with a
09:37:12 15 host of other matters that you would expect to see in
16 trust.

17 Why is that significant, your Honor? Well, if
18 the trust was merely a sham as being advocated by
19 Caesars here today, it would be just a few pages in
09:37:25 20 length. Just long enough to cover the basics needed to
21 supposedly allow Mr. Seibel to secretly retain an
22 ownership interest in and continue to benefit from the
23 development.

24 It is anything but that. Because it is an
09:37:41 25 absolutely legitimate document that was created for a

09:37:43 1 legitimate purpose. And that defeats the motion that
2 Caesars is bringing here today.

3 So what happens? Mr. Seibel assigns the
4 interest in the development entities to the trust and
09:37:53 5 notifies Caesars in writing.

6 Mr. Seibel tells Caesars he has formed a
7 family trust. That he named his wife and grandmother
8 as beneficiaries of the trust. And that his counsel
9 and colleague have been named to serve as trustees of
09:38:11 10 the trust.

11 Now, the next question that arises from this,
12 your Honor, is did Caesars ask about the assignment?
13 Did it say why have you assigned these interests in the
14 development entities to the trust? The answer is the
09:38:25 15 same as it was with the amendment. No, because Caesars
16 did not care.

17 But what do we know and why is this
18 significant? Because Mr. Seibel told Caesars that he
19 had created a family trust and had assigned his
09:38:39 20 interest in the development entities to that trust.

21 I want to emphasize that Mr. Seibel told
22 Caesars that it was a family trust. Okay. And the
23 word family is actually in the name of the document
24 itself. The Seibel Family 2016 Trust.

09:38:57 25 What does that tell you? If you know nothing

09:38:59 1 else, if you know nothing else, you know that the
2 beneficiaries of this trust are Mr. Seibel's family
3 members. Why? Because it's a family trust. That's --
4 that's not hard to put together.

09:39:11 5 And, in fact, during the 30(b)(6) deposition
6 of Caesars, its designee testified that she knew
7 without even having to look at the trust document that
8 it was a family trust, and thus Mr. Seibel had
9 connections to it.

09:39:27 10 So if we stop right there, your Honor, we know
11 there could not have been a fraud underway by
12 Mr. Seibel. He didn't set up a trust using a
13 misleading name or some innocuous name that without
14 more might suggest that he's not, in fact, connected to
09:39:45 15 it in some way. ABC Trust. But that's not what
16 happened. Mr. Seibel set up a family trust and told
17 Caesars that he was transferring the interest in the
18 development entities to the family trust.

19 And, again, Caesars didn't have to guess who
09:40:00 20 was involved with the trust. Mr. Seibel told them. My
21 wife, my grandmother, beneficiaries of the trust. My
22 counsel, Brian Ziegler, and an individual that I've
23 worked with for many years who Caesars has worked with
24 for many years, Craig Green will serve as trustees of
09:40:19 25 the trust.

09:40:19 1 And as I mentioned here a few minutes ago,
2 Scott Scherer, Caesars' gaming expert, has now come
3 forward and said all that mattered was that Mr. Seibel
4 had named Mr. Ziegler and Mr. Green as trustees of the
09:40:34 5 trust, and that was enough to know that Mr. Seibel was
6 too close to this arrangement, that he would benefit
7 from this arrangement, and that Caesars could not
8 accept the assignment of Mr. Seibel's interest in the
9 development entities to the trust.

09:40:50 10 Okay. That was it. Everything else didn't
11 matter according to Mr. Scherer. He never even needed
12 to get there to what Caesars is here arguing today was
13 allegedly a fraud.

14 Akin to considering the name of the trust
09:41:05 15 itself, your Honor, this motion perhaps might have some
16 merit if Mr. Seibel tried to conceal from Caesars who
17 the beneficiaries were or -- (audio glitch). But
18 that's not what happened. Mr. Seibel told Caesars what
19 he was doing and who would be involved.

09:41:20 20 Mr. Seibel did enter into a prenuptial
21 agreement with his wife. And I'm going to address that
22 here in a minute. But first I want to talk about what
23 happens in August of 2016. Caesars learns of
24 Mr. Seibel's felony conviction and immediately takes
09:41:33 25 steps to terminate the development agreement. His

09:41:37 1 lawyer Mr. Zeigler reached out on multiple occasions to
2 talk to Caesars about the trust.

3 It started with him reaching out to Ms. Amie
4 Sabo, who was Caesars' in-house counsel, who admitted
09:41:49 5 in her deposition that she refused to speak to
6 Mr. Ziegler. I asked her in her deposition. She
7 affirmed she did not return his calls. And that while
8 she had normally spoken to him, they had a very good
9 relationship, in this particular instance, she refused
09:42:03 10 to speak with him.

11 We then know that Mr. Ziegler tried to speak
12 by phone and email with Caesars' outside counsel Mark
13 Clayton. But he too wouldn't speak to Mr. Ziegler.
14 Wouldn't return his calls or respond to Mr. Ziegler's
09:42:18 15 email. And I do want to direct your Honor's attention
16 to Exhibit 2 which was attached to Caesars' motion and
17 was mentioned here in arguments by Caesars as well.

18 We see Mr. Ziegler offering in no uncertain
19 terms to make himself available to speak with Caesars
09:42:34 20 about the trust. He says that Mr. Seibel stands ready,
21 willing, and able to provide any information reasonably
22 required by Caesars. Why is that significant? Because
23 that's not the kind of overture that you would expect
24 if one is trying to commit a fraud, your Honor. Why
09:42:50 25 would Mr. Seibel ask to have his lawyer offer to make

09:42:54 1 himself available to speak with Caesars if he was
2 hoping to sneak all this past Caesars and not get
3 caught?

4 The short answer is, your Honor, he wouldn't
09:43:02 5 because he wasn't trying to defraud Caesars.

6 We also see from Mr. Ziegler's letter to
7 Mr. Clayton that Mr. Seibel was willing to sell his
8 interest in the development entities to a third party
9 if that's what it would take to satisfy Caesars. Sell
09:43:21 10 his interest to a disinterested third party.

11 So, again, you have to ask yourself if
12 Mr. Seibel is secretly trying to retain an ownership
13 interest in the development entities, why would he
14 pitch to Caesars that he would be willing to sell them
09:43:36 15 to someone else? The answer is he's not trying to
16 defraud Caesars. He's trying to work out a resolution
17 here with Caesars.

18 Mr. Ziegler didn't hear from Mr. Clayton in
19 response to that letter, so he followed up a few days
09:43:49 20 later in an email. Which was Exhibit 3 to Caesars'
21 motion and we had attached as Exhibit 7 to our
22 opposition.

23 And, again, he offers to make himself
24 available to speak with Mr. Clayton to find a solution
09:44:02 25 "acceptable to all parties."

09:44:05 1 Does Mr. Clayton take him up on his offer? He
2 does not. And, again, it's another question that
3 remains unanswered. And that is why did not -- why
4 didn't Caesars engage with Mr. Seibel or his counsel to
09:44:17 5 discuss how Mr. Seibel was disassociating from the
6 development entities?

7 The answer remains the same, your Honor.
8 Caesars did not care.

9 Now, let's talk about the prenuptial
09:44:29 10 agreement, your Honor. And there's really two parts to
11 that that Caesars claims evidences a fraud was underway
12 here by Mr. Seibel.

13 The first speaks to the provision talking
14 about the development entities being treated as
09:44:45 15 Mr. Seibel's separate property.

16 That provision, your Honor, basically means
17 that if these two get divorced, Mr. Seibel's interest
18 in those entities that were assigned to a trust to
19 which Ms. Dorfman is a beneficiary would still be
09:45:01 20 considered separate property. They do not become
21 marital property as a function of being transferred
22 into a trust to which Ms. Dorfman is a beneficiary.

23 Rather if they would get a divorce, that the
24 interest in those development entities would stay
09:45:19 25 within the trust, and she would divest herself of any

09:45:23 1 interest in that trust. The prenuptial agreement does
2 not in any way cause Mr. Seibel to secretly retain an
3 ownership interest in the development entities. Those
4 ownership interests were transferred to the trust.

09:45:38 5 I asked Mr. Scherer about that in his
6 deposition. And this is Caesars' gaming expert who
7 they have brought forward to explain why Caesars
8 supposedly acted appropriately by terminating its
9 relationships with the development entities.

09:45:53 10 And I asked Mr. Scherer if the prenuptial
11 agreement caused Mr. Seibel to retain an ownership
12 interest in the development entity. He answered, No,
13 it did not. He agreed. Title remains with the trust.
14 Held by the trustees of the trust. Caesars own expert
09:46:14 15 contradicts the arguments that you hear today. We
16 submitted his testimony with our opposition.

17 Caesars' expert testified: No, the prenuptial
18 agreement did not somehow cause Mr. Seibel to secretly
19 retain an ownership interest in the development
09:46:32 20 entities. The impetus of this motion is contradicted
21 by Caesars' own expert.

22 Now, what we see in the reply is Caesars says,
23 Well, disregard Mr. Scherer's testimony and look
24 instead at an expert report we got from a lawyer out of
09:46:47 25 Florida. Apparently Caesars is impeaching its own

09:46:50 1 gaming expert through another expert that it hired in
2 this case out of Florida. It's quite shocking to us.
3 The fact is Mr. Scherer is correct. When you look at
4 the prenuptial agreement, the fact that it talks about
09:47:02 5 how these entities will be treated if Mr. Seibel and
6 Ms. Dorfman get a divorce does not in any way cause
7 Mr. Seibel to continue to hold an ownership interest in
8 the development entities. So that argument falls by
9 the wayside.

09:47:20 10 The other argument that Caesars says is Well,
11 there's a provision in the prenuptial agreement talking
12 about Ms. Dorfman using the distribution from the trust
13 to pay living expenses for her and her husband. And to
14 put the money into a joint account.

09:47:36 15 Caesars says, that's it. We were duped. We
16 had no idea that Ms. Dorfman may use the money in that
17 fashion.

18 Your Honor, that's not true. In fact, that's
19 the precise reason why Caesars rejected the trust as an
09:47:50 20 assignee of Mr. Seibel's interest in the development
21 entities. That's the exact reason. We see that from
22 Mr. Clayton's September 12, 2016, letter which was
23 Exhibit 62 to our opposition saying Mr. Seibel is too
24 close to the trustee and beneficiaries of the trust.
09:48:09 25 We're not going to accept it.

09:48:11 1 Susan Carletta, Caesars' compliance officer,
2 affirmed as much in her deposition as well. It was
3 never concealed from Caesars that Mr. Seibel was living
4 with and married to Ms. Dorfman or that he took care of
09:48:24 5 his grandmother.

6 And, your Honor, I would point out we don't
7 see an affidavit from anyone at Caesars attached to its
8 motion or reply saying, We didn't know. We didn't know
9 that Mr. Seibel might benefit here from the income
09:48:39 10 stream associated with these restaurants by naming his
11 wife and grandmother as beneficiaries of the trust.

12 That omission is not just a coincidence or
13 inadvertent. It's because Caesars knew. Caesars knew
14 the facts because Mr. Seibel told them who the
09:48:56 15 beneficiaries were and that was enough to Caesars.

16 And, again, it actually is irrelevant.

17 Because if you ask Mr. Scherer, he said we
18 don't even need to get that far. We're talking about
19 something that doesn't even matter.

09:49:11 20 Your Honor, the prenuptial agreement did not
21 cause Mr. Seibel to be some sort of indirect
22 beneficiary of the trust. That's a term that's been
23 coined by Caesars in this litigation. It doesn't mean
24 anything as talked about by Mr. Ziegler in his
09:49:27 25 deposition who was a trustee of the trust.

09:49:29 1 Furthermore, Mr. Ziegler testified that he is
2 guided by the trust. That's what guides him. And the
3 trust speaks to very clearly how to deal with ownership
4 interest in a company that holds a gaming license such
09:49:44 5 as Caesars.

6 Now, your Honor, importantly too, and we point
7 this out in our opposition, Ms. Dorfman and Mr. Seibel
8 did not act in furtherance of the trust. They both
9 testified that they have discarded it. They've not
09:49:59 10 acted in furtherance of it, both of them, both
11 Ms. Dorfman and Mr. Seibel.

12 THE COURT: For the record, I think you
13 mean -- wait, wait. I don't want to cut you off, sir.
14 But I think for the record you mean the pre-nup, the
09:50:09 15 prenuptial? You said the trust.

16 MR. GILMORE: Yes, your Honor, thank you. My
17 apologies. I appreciate the clarification.

18 Both Ms. Dorfman and Mr. Seibel testified that
19 they had not acted in furtherance of the prenuptial
09:50:22 20 agreement. We submitted that testimony with our
21 opposition, your Honor.

22 Caesars wants to point to other testimony and
23 say, Well, wait a minute. No, we didn't think that's
24 true because look at this other testimony.

09:50:34 25 The fact of the matter is their actions speak

09:50:38 1 louder than their words, as it is often said.

2 And you look and see. Did Ms. Dorfman, in
3 fact, take the money that we do know was distributed by
4 the trust to her back in 2016, the few instances when
09:50:52 5 Caesars had still paid money to the development
6 entities before they stopped and refused to keep
7 paying? Because if Mr. Seibel was actually trying to
8 perpetrate this fraud that's being advocated here
9 today, certainly you would see that he would have had

09:51:09 10 Ms. Dorfman take this money and put it into an account
11 to which he was a joint signatory or had access to.

12 Answer is he did not. There's no evidence. Caesars
13 doesn't dispute that he did not have her, nor did she,
14 put money into an account to which he was a joint
09:51:27 15 beneficiary. Which is proof, your Honor, that these
16 two parties did nullify the prenuptial agreement.

17 And just as a technical matter, we show in our
18 opposition that you can orally modify or in this case
19 nullify a prenuptial agreement under New York law.

09:51:44 20 That's exactly what happened here which is why there
21 would be nothing to submit in writing to that point,
22 your Honor.

23 But Caesars could come in and say, Well,
24 disregard certain testimony in favor of other
09:51:57 25 testimony, and what we think may have happened. Your

09:51:59 1 Honor, there's not enough to carry the burden here.
2 The burden where they seek to invade the
3 attorney-client privilege, pass it aside so they can
4 get access to privileged communications between
09:52:12 5 Mr. Seibel and his counsel.

6 Your Honor, the prenuptial agreement is not
7 evidence of a fraud. Not at all. Again, it does not
8 say what Caesars says it says. It doesn't reveal
9 anything that Caesars claimed it wasn't aware of. More
09:52:27 10 importantly, none of it matters to Caesars. None of
11 it. Mr. Scherer said as much, their gaming expert who
12 they have put up to support their actions in this case.
13 He said it didn't matter.

14 Your Honor, we presented a lot of evidence
09:52:40 15 with our opposition because we do take this motion very
16 seriously. It is a very serious allegation. But the
17 fact is when you look at what happened, and you walk
18 through the course of events here and what exchanged
19 between these parties, you cannot find that Mr. Seibel
09:52:56 20 was trying to perpetrate a fraud on Caesars.

21 We submit this is a ruse to take focus away
22 from Caesars and what they did in taking away valuable
23 interest in restaurants from entities that could have
24 stayed in business with Caesars. As our gaming expert
09:53:14 25 Randy Sayre talks about in his expert report,

09:53:16 1 Mr. Seibel did not commit a fraud nor was he attempting
2 to perpetrate a fraud.

3 Caesars' point, well, you don't have to be
4 successful. That's wonderful. That's a wonderful
09:53:28 5 statement of the law. But here it's not about whether
6 he did or did not compete. Caesars knew and Caesars
7 didn't care. There is no fraud. The prenuptial
8 agreement does not cause Mr. Seibel to retain an
9 ownership interest in the development entities.

09:53:44 10 Caesars can't try to twist the facts and ignore certain
11 facts to pierce Mr. Seibel's attorney-client privilege.

12 Your Honor, for these reasons, we submit the
13 motion should be denied in its entirety. I'm happy to
14 answer any questions that you may have.

09:54:00 15 THE COURT: I don't have any questions at this
16 time, sir.

17 We'll hear from the moving party.

18 MS. MERCERA: Thank you, your Honor. I think
19 it's interesting that the Seibel parties came stating
09:54:14 20 that this is all irrelevant to Caesars. And, frankly,
21 nothing could be further from the truth.

22 As was expressed by their own gaming expert,
23 the duty of candor is of the utmost importance in the
24 gaming industry. It's not only required by the Nevada
09:54:32 25 Gaming Control Board, Nevada Gaming Commission, but

09:54:34 1 it's codified in the regulation.

2 Caesars cannot ask about what it doesn't know.

3 It's up to the parties it does business with to be
4 truthful and honest and disclose the -- what they're
09:54:51 5 actually engaging in and what they're doing.

6 Now, this is very relevant in this instance,
7 your Honor, because in this litigation, the Seibel
8 parties are challenging the termination of the
9 agreement.

09:55:05 10 And not only did they try to perpetuate a
11 fraud on Caesars, your Honor, but they tried to
12 perpetuate a fraud on this Court. And one only needs
13 to look at their own defenses to this litigation.

14 In Seibel's answer to our complaint filed on
09:55:24 15 July 3rd, 2018, the 12th affirmative defense states
16 that Seibel alleges this his unsuitability is
17 immaterial and irrelevant because inter alia he
18 assigned his interest, if any, in defendant for the
19 contract. Based upon the content of the prenuptial
09:55:42 20 agreement, we know that is not true.

21 Now, Mr. Gilmore makes many references to our
22 gaming expert. And respectfully I believe he's
23 misinterpreting what our gaming expert testified to.

24 But more importantly for purposes of analyzing
09:56:00 25 the issue about the trust, we can look to our trust

09:56:02 1 expert in this case who said that based upon the trust
2 document, Mr. Seibel actually does retain ownership of
3 the entities contrary to the representation he made to
4 this Court.

09:56:16 5 And, indeed, one only need to look to
6 Mr. Seibel's taxes, which we included an excerpt of in
7 our reply to the motion, that show that Mr. Seibel
8 actually gets to report the losses and income from
9 these new entities to which he purportedly has no
09:56:34 10 interest in whatsoever.

11 Your Honor, their argument is also -- and this
12 would be appropriate use of the word -- literal form
13 over substance. They say that while the trust is a
14 long document, it literally says that it is a family
09:56:49 15 trust. But if you look at the actual contents of the
16 trust and you look at the actual contents of the
17 prenuptial agreement, they are -- they contradict each
18 other.

19 On the one hand the trust document, which was
09:57:03 20 the document that the Seibel parties were representing
21 to Caesars showed that Mr. Seibel could no longer
22 benefit and was no longer involved is contradicted by
23 the express language and the agreement that Seibel
24 entered into with his wife mere days before assigning
09:57:22 25 these interests.

09:57:23 1 Now, your Honor, the Seibel parties represent
2 that the prenuptial agreement may allow certain things,
3 and that it may allow Ms. Dorfman to share the income.
4 But what the prenuptial agreement actually says is that
09:57:40 5 any distribution received by Bryn of the permissible
6 discretionary beneficiary of the trust shall be
7 deposited into an existing or new bank account in the
8 parties' joint names to be used to pay for their living
9 expenses.

09:57:55 10 And, again, in an argument about form over
11 substance, the substance here shows us that Mr. Seibel
12 is, in fact, using those joint funds and is using those
13 accounts as his joint accounts.

14 Now, your Honor, they also argue that it is
09:58:10 15 irrelevant because Caesars knew that Mr. Seibel could
16 benefit. But, your Honor, that ignores the testimony
17 in this case and just the facts. Caesars was
18 completely unaware of the prenuptial agreement until
19 this litigation. And, frankly, it had to fight tooth
09:58:28 20 and nail to even get access to that document that was
21 clearly relevant and should have been disclosed as a
22 16.1 disclosure, yet wasn't disclosed for years in this
23 litigation.

24 And Ms. Carletta, who was a person who made
09:58:41 25 the decision in finding Mr. Seibel unsuitable,

09:58:44 1 testified that she didn't recall hearing about the
2 trust at the time that she made the determination. She
3 did argue that it could have been an issue but that it
4 was not something that she considered.

09:58:57 5 See, again, their argument is that their fraud
6 was unsuccessful and that it didn't matter. But that's
7 not what the law provides. You can't say, Well, I
8 attempted to rob the bank, but I didn't successfully
9 rob the bank; therefore, I'm not guilty of a crime. We
09:59:14 10 know that's not what the law holds.

11 Here, your Honor, it's clear that all of these
12 steps were taken to try to allow Mr. Seibel to continue
13 to benefit and engage in business with a Nevada gaming
14 licensee even though he was unsuitable.

09:59:28 15 The gaming regulations specifically prohibit
16 that. And his actions in attempting to work around
17 those prohibitions open up his communications with his
18 attorneys to discovery.

19 So unless your Honor has any further
09:59:44 20 questions, we would submit those motions should be
21 granted in their entirety.

22 THE COURT: I do.

23 As far as, I mean, specifically what are you
24 looking for as far as the -- because I'm looking here.

09:59:55 25 There is a two-part analysis that the Court has to

09:59:58 1 conduct as it relates to this. But what are you
2 specifically looking for as far as communications
3 between potentially Mr. Seibel and his counsel as it
4 pertains to the prenuptial agreement?

10:00:11 5 MS. MERCERA: Yes, your Honor. In the In re
6 Master case that set forth the two-part test in order
7 to gain access to these communications, we believe that
8 we satisfied the first test to show the intent and
9 plan. We believe that the evidence is not only met by
10:00:26 10 a preponderance of the evidence but it's overwhelming
11 in this case to show that he did try to deceive
12 Caesars, frankly, with respect to the prenuptial
13 agreement.

14 The second step of the Master test requires
10:00:39 15 the Court to undertake an in-camera review of those
16 communications. And we've outlined the, I think it's
17 just around 100, documents that -- many may be
18 repeated. Obviously, we don't know what the contents
19 of those documents are. We just have the numbers on
10:00:53 20 the description on the privilege log.

21 So the next step in this Court's analysis
22 would have to be undertaking an in camera review of
23 those communications that we've identified in our
24 motion.

10:01:08 25 THE COURT: And I don't remember seeing this,

10:01:09 1 but was I given a copy or was there an exhibit attached
2 as it pertains to the trust expert?

3 MS. MERCERA: There was, your Honor. It was
4 attached to our reply.

10:01:23 5 THE COURT: And what exhibit is that?

6 MS. MERCERA: That one is Exhibit 31. And
7 it's the report of Bruce Stone.

8 THE COURT: Is that Stone? Or Doan?

9 MS. MERCERA: Stone, S-T-O-N-E.

10:01:49 10 THE COURT: And as far as the trust expert is
11 concerned does Mr. Seibel have a trust expert too?

12 MS. MERCERA: He does not, your Honor. He did
13 not disclose one in response to our initial expert
14 disclosure.

10:02:01 15 THE COURT: All right.

16 MR. GILMORE: Your Honor, if I may briefly.

17 THE COURT: This is --yes, you may, sir.

18 MR. GILMORE: Just to respond to that point.

19 We didn't believe it was necessary to submit an expert
10:02:11 20 to rebut Mr. Stone's opinions. We have testimony from
21 Mr. Ziegler who's the trustee. Speaks to that trust
22 document.

23 As a practical matter, we don't even know that
24 it's appropriate to have expert testimony on the
10:02:24 25 meaning of a document that the parties themselves can

10:02:28 1 speak to. It certainly has not been ripe yet to bring
2 a motion in limine on that point.

3 But from our perspective we -- we didn't rebut
4 him because we couldn't rebut his opinions. We didn't
10:02:40 5 believe it was appropriate or necessary.

6 THE COURT: All I can say in that regard
7 that's another day.

8 MR. GILMORE: Sure.

9 THE COURT: It really is. But as we all know,
10:02:52 10 you know, trust documents can be somewhat complex as
11 far as the planning and thrust and scope and,
12 ultimately, what it stands for.

13 I guess at the end of the day maybe we'll have
14 to make a determination as to whether or not it would
10:03:12 15 meet the assistance requirement vis-à-vis the jury in
16 the case. I don't know if the jury can read the trust
17 document.

18 I don't mind telling everyone this. There's
19 really two things I'm going to focus on.

10:03:25 20 Number one, I'm going to go back and take a
21 look at the trust. I realize it's a long document.
22 I'm going to go look at the thrust and focus on what
23 the trust expert says as it pertains to retention of
24 ownership interest by Mr. Seibel. Number one.

10:03:40 25 Secondly, I do understand what the issues are

10:03:42 1 as it pertains to the pre-nup. But I want to see
2 specifically what he says there. And at the end of the
3 day, and this is one of the reasons why I want to be
4 very careful as far as how I handle this issue,
10:03:56 5 because, you know, the attorney-client privilege is
6 nothing we should set aside cavalierly, right?

7 If I'm going to -- if I feel there's
8 appropriate basis to do so, I have to be very careful
9 as to how I handle that. So I don't mind telling
10:04:12 10 everybody that. But I want to take a look at the
11 Exhibit 31 in more detail. I want to see what
12 specifically the trust expert has to say.

13 I want to -- I'm not going to just limit -- I
14 just want to tell you this. I'm not going to limit
10:04:27 15 myself to just what he has to say. I'm going to also
16 look at the trust document in more detail as far as the
17 references to the trust document. And then I'll go
18 back and look at the pre-nup. And I'll issue a
19 decision.

10:04:41 20 All right. Anything else anyone wants to add
21 to the record before I let you go?

22 MS. MERCERA: Not from our perspective, your
23 Honor. Thank you.

24 MR. GILMORE: This is Mr. Gilmore. Thank you,
10:04:54 25 your Honor. We appreciate your time.

10:04:55 1

2 THE COURT: Okay. Everyone enjoy your day and
3 stay safe.
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(Proceedings were concluded.)

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REPORTER'S CERTIFICATE

STATE OF NEVADA)

:SS

COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPHY ALL OF THE
TELEPHONIC PROCEEDINGS HAD IN THE BEFORE-ENTITLED
MATTER AT THE TIME AND PLACE INDICATED, AND THAT
THEREAFTER SAID STENOGRAPHY NOTES WERE TRANSCRIBED INTO
TYPEWRITING AT AND UNDER MY DIRECTION AND SUPERVISION
AND THE FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE
AND ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
NEVADA.

PEGGY ISOM, RMR, CCR 541

Peggy Isom, CCR 541, RMR

(702) 671-4402 - DEPT16REPORTER@GMAIL.COM

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MR. GILMORE: [7] 4/16 16/6 30/16 39/16 39/18 40/8 41/24 MR. PISANELLI: [1] 4/12 MR. TENNERT: [1] 4/19 MS. MERCERA: [12] 4/8 4/25 5/7 5/14 15/20 33/18 38/5 39/3 39/6 39/9 39/12 41/22 MS. WATKINS: [1] 4/14 THE COURT: [18] 4/5 4/21 5/1 5/10 15/16 16/4 30/12 33/15 37/22 38/25 39/5 39/8 39/10 39/15 39/17 40/6 40/9 42/1	5 541 [2] 1/25 43/17 562-8820 [1] 2/10 562-8821 [1] 2/11 6 62 [2] 20/7 28/23 692-8000 [1] 3/9 692-8086 [1] 3/10 7 702 [6] 2/10 2/11 2/23 2/24 3/9 3/10 8 8000 [1] 3/9 8086 [1] 3/10 8820 [1] 2/10 8821 [1] 2/11 89101 [2] 2/22 3/8 89148 [1] 2/9 8984 [1] 2/8 9 9:15 [1] 4/2 : :SS [1] 43/2 A A.M [1] 4/2 ABC [1] 22/15 ABILITY [1] 43/11 able [1] 24/21 about [33] 6/9 10/6 10/11 10/25 11/1 11/2 11/5 11/25 17/5 17/6 17/19 18/5 18/6 18/14 19/10 19/15 21/12 23/22 24/2 24/20 26/9 26/14 27/5 28/4 28/12 29/18 29/24 32/25 33/5 34/2 34/25 36/10 37/1 absolute [1] 12/19 absolutely [2] 18/19 20/25 abused [1] 13/4 accept [2] 23/8 28/25 acceptable [1] 25/25 access [5] 11/4 31/11 32/4 36/20 38/7 according [3] 17/11 17/14 23/11	account [6] 9/18 12/6 28/14 31/10 31/14 36/7 accounts [4] 12/8 12/9 36/13 36/13 ACCURATE [1] 43/11 act [1] 30/8 acted [3] 27/8 30/10 30/19 action [2] 6/12 10/17 actions [8] 11/21 13/15 14/2 14/22 15/11 30/25 32/12 37/16 actively [1] 16/11 acts [2] 14/25 15/1 actual [4] 9/7 15/25 35/15 35/16 actually [10] 11/12 16/3 16/25 21/23 29/16 31/7 34/5 35/2 35/8 36/4 add [1] 41/20 additional [1] 15/16 address [1] 23/21 administration [1] 7/4 ADMINISTRATIVE [1] 2/2 admitted [2] 11/2 24/4 advantage [1] 14/9 advice [1] 13/5 advocacy [1] 5/22 advocated [2] 20/18 31/8 advocating [1] 18/3 affidavit [1] 29/7 affiliated [1] 7/9 affirmative [2] 10/17 34/15 affirmed [2] 24/7 29/2 after [3] 16/19 19/6 19/13 again [14] 8/1 10/8 11/22 12/7 16/6 19/16 22/19 25/11 25/23 26/2 29/16 32/7 36/10 37/5 ago [1] 23/1 agree [1] 14/18	agreed [2] 19/9 27/13 agreement [54] agreements [2] 6/17 6/19 ahead [4] 4/7 5/11 5/12 19/4 aid [1] 12/23 Akin [1] 23/14 alia [1] 34/17 all [19] 2/2 4/21 4/22 5/1 6/7 8/13 9/6 17/11 23/3 25/2 25/25 32/7 33/20 37/11 39/15 40/6 40/9 41/20 43/5 allegation [1] 32/16 allegedly [4] 16/16 16/25 17/7 23/13 alleges [1] 34/16 allow [6] 15/12 19/8 20/21 36/2 36/3 37/12 also [13] 4/15 6/5 6/8 7/19 11/16 12/6 14/15 15/21 20/14 25/6 35/11 36/14 41/15 always [2] 5/21 13/10 amendment [4] 12/2 19/8 19/15 21/15 amendments [1] 10/22 Amie [1] 24/3 amount [1] 20/10 analysis [2] 37/25 38/21 analyzing [1] 34/24 another [4] 14/8 26/2 28/1 40/7 answer [8] 19/16 21/14 25/4 25/15 26/7 31/12 33/14 34/14 answered [1] 27/12 any [15] 7/20 9/12 11/6 11/8 11/8 15/14 24/21 26/25 27/2 28/6 33/14 33/15 34/18 36/5 37/19 anyone [3] 12/23 29/7 41/20	anything [5] 19/2 20/24 29/24 32/9 41/20 apologies [1] 30/17 Apparently [1] 27/25 appear [1] 4/21 APPEARANCE [1] 2/3 appearances [4] 2/1 2/25 4/7 4/22 appears [1] 11/23 application [2] 15/3 15/5 apply [1] 13/19 appreciate [2] 30/17 41/25 appropriate [4] 35/12 39/24 40/5 41/8 appropriately [1] 27/8 are [18] 2/2 5/20 8/13 12/4 12/8 12/9 12/19 15/10 17/10 18/20 20/12 22/2 34/8 35/17 37/23 38/1 38/19 40/25 argue [2] 36/14 37/3 arguing [1] 23/12 argument [8] 12/17 13/16 16/16 28/8 28/10 35/11 36/10 37/5 arguments [2] 24/17 27/15 arises [1] 21/11 around [2] 37/16 38/17 arranged [1] 16/18 arrangement [2] 23/6 23/7 articles [1] 20/8 as [65] aside [2] 32/3 41/6 ask [7] 19/10 19/15 21/12 24/25 25/11 29/17 34/2 asked [6] 11/5 17/5 19/7 24/6 27/5 27/10 asking [1] 10/19 assign [2] 7/8 19/8 assigned [5] 8/21 21/13 21/19 26/18 34/18
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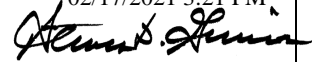
<p>N</p> <p>now... [23] 8/12 9/6 9/21 10/3 11/1 11/12 11/19 13/22 14/4 14/17 15/10 16/24 18/2 20/1 21/11 23/2 26/9 27/22 30/6 34/6 34/21 36/1 36/14 NRS [1] 13/1 NRS 49.115 [1] 13/1 nullifications [1] 10/23 nullified [2] 11/21 11/24 nullify [3] 10/18 31/16 31/19 Number [2] 40/20 40/24 numbers [2] 18/14 38/19 numerous [1] 20/8 nup [3] 30/14 41/1 41/18 nutshell [1] 15/2 NV [4] 1/25 2/9 2/22 3/8</p>	<p>20/13 24/1 26/1 32/20 34/11 34/12 34/14 35/19 38/19 38/20 39/24 40/2 40/19 40/22 once [1] 11/12 one [17] 5/2 8/9 8/18 9/11 10/16 11/2 15/16 18/1 24/24 34/12 35/5 35/19 39/6 39/13 40/20 40/24 41/3 only [7] 17/21 20/11 33/24 34/10 34/12 35/5 38/9 open [3] 14/20 15/10 37/17 Operating [1] 4/10 opinions [2] 39/20 40/4 opposition [13] 5/6 11/19 16/5 18/14 18/24 20/14 25/22 27/16 28/23 30/7 30/21 31/18 32/15 options [1] 6/7 or [38] 5/6 6/23 7/2 7/21 7/21 7/21 8/10 10/22 10/23 11/7 12/22 12/23 12/23 12/24 12/25 13/9 13/12 13/20 14/7 14/9 17/24 19/14 19/15 22/13 23/17 24/14 26/4 29/4 29/8 29/12 31/11 31/18 33/6 36/7 39/1 39/8 40/5 40/14 orally [1] 31/18 order [3] 2/2 13/19 38/6 other [10] 7/20 8/10 15/15 18/10 20/15 28/10 30/22 30/24 31/24 35/18 our [31] 4/7 6/10 6/11 7/19 8/1 9/8 9/9 12/13 12/17 13/8 18/14 18/24 20/14 25/21 27/16 28/23 30/7 30/20 31/17 32/15 32/24 34/14 34/21 34/23 34/25 35/7 38/23 39/4 39/13 40/3 41/22</p>	<p>out [8] 17/3 24/1 24/3 25/16 27/24 28/2 29/6 30/7 outlined [1] 38/16 outs [1] 11/14 outside [1] 24/12 over [4] 8/20 18/4 35/13 36/10 overture [1] 24/23 overwhelming [1] 38/10 own [11] 6/10 10/10 11/22 16/18 17/7 17/16 27/14 27/21 27/25 33/22 34/13 ownership [14] 9/15 11/16 20/11 20/22 25/12 27/3 27/4 27/11 27/19 28/7 30/3 33/9 35/2 40/24</p> <p>P</p> <p>P.C [1] 3/4 page [2] 4/5 20/13 page 14 [1] 20/13 page 5 [1] 4/5 pages [2] 20/7 20/19 paid [1] 31/5 paint [1] 18/22 Palace [1] 4/9 parcel [1] 20/2 Paris [1] 4/9 part [4] 16/10 20/2 37/25 38/6 particular [2] 17/6 24/9 parties [24] 4/13 5/18 5/20 6/16 7/20 10/17 11/20 12/1 12/4 12/14 13/12 18/24 18/25 19/6 19/9 25/25 31/16 32/19 33/19 34/3 34/8 35/20 36/1 39/25 parties' [3] 9/19 13/8 36/8 parts [1] 26/10 party [4] 13/20 25/8 25/10 33/17 pass [1] 32/3 past [1] 25/2 PAUL [2] 2/7 4/17 pay [3] 9/19 28/13 36/8 paying [1] 31/7</p>	<p>PEGGY [3] 1/25 43/4 43/17 perhaps [1] 23/15 permissible [1] 36/5 perpetrate [4] 16/12 31/8 32/20 33/2 perpetuate [3] 19/1 34/10 34/12 person [6] 8/5 8/9 14/9 14/13 15/23 36/24 personal [1] 14/9 perspective [5] 17/1 17/22 19/3 40/3 41/22 pertains [4] 38/4 39/2 40/23 41/1 phone [1] 24/12 PHWLV [4] 1/12 2/14 4/6 4/10 pierce [1] 33/11 PISANELLI [3] 2/16 2/19 4/13 PISANELLIBICE.C OM [1] 2/25 pitch [1] 25/14 place [3] 4/7 18/25 43/7 Plaintiff [2] 1/10 2/4 plan [4] 12/23 13/22 14/2 38/9 planning [1] 40/11 play [1] 9/22 plea [2] 6/1 7/6 pled [1] 7/2 PLLC [1] 2/16 point [10] 15/5 18/10 19/17 29/6 30/6 30/22 31/21 33/3 39/18 40/2 points [1] 19/5 position [2] 12/14 15/18 potential [1] 7/16 potentially [1] 38/3 powers [1] 7/21 practical [1] 39/23 pre [3] 30/14 41/1 41/18 pre-nup [3] 30/14 41/1 41/18 precise [1] 28/19 prenuptial [45] preparing [1]</p>	<p>20/10 preponderance [2] 16/11 38/10 presented [2] 10/14 32/14 presently [1] 8/18 presents [1] 19/12 pretty [1] 16/9 prior [2] 7/6 14/25 privilege [13] 12/11 12/15 12/16 12/18 12/19 12/21 13/4 14/19 18/9 32/3 33/11 38/20 41/5 privileged [1] 32/4 Proceedings [3] 42/6 43/6 43/12 producing [1] 12/15 profit [1] 18/16 prohibit [1] 37/15 prohibited [1] 9/4 prohibitions [1] 37/17 proof [2] 20/5 31/15 proper [1] 18/7 property [3] 26/15 26/20 26/21 protects [1] 12/11 provide [1] 24/21 provides [1] 37/7 provision [6] 11/6 11/8 20/13 26/13 26/16 28/11 provisions [1] 11/11 purported [1] 8/21 purportedly [1] 35/9 purporting [1] 7/8 purpose [2] 19/16 21/1 purposes [2] 12/12 34/24 PURSUANT [1] 2/2 put [5] 22/4 28/14 31/10 31/14 32/12</p>
<p>O</p> <p>objection [2] 5/6 5/9 objective [1] 5/22 obligation [1] 6/24 obstruct [1] 7/3 obtained [1] 12/22 Obviously [1] 38/18 occasions [1] 24/1 occurred [1] 16/21 occurring [1] 7/14 oddly [1] 20/1 off [1] 30/13 offer [2] 24/25 26/1 offering [1] 24/18 offers [1] 25/23 OFFICE [1] 43/14 officer [1] 29/1 often [1] 31/1 Okay [5] 5/1 5/10 21/22 23/10 42/1 omission [1] 29/12 on [30] 4/7 4/9 4/15 4/17 4/20 5/2 5/8 6/7 9/11 13/2 13/17 15/5 15/10 16/7 16/9 19/4</p>				<p>Q</p> <p>question [6] 4/23 15/17 19/10 19/12 21/11 26/2 questions [4] 15/15 33/14 33/15 37/20 quite [1] 28/2 quote [1] 20/13</p>

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TAB 63


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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,

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

**STIPULATION AND ORDER FOR A
LIMITED EXTENSION OF THE
DISPOSITIVE MOTION DEADLINE**

1 The Development Entities;¹ Rowen Seibel (“Seibel”); Craig Green (“Green”); Caesars;²
2 Gordon Ramsay (“Ramsay”); Original Homestead Restaurant, Inc. (“OHR”); and GR Burgr, LLC
3 (“GRB”) (collectively, the “Parties”), by and through their undersigned counsel of record, hereby
4 stipulate and agree as follows:

5 1. On November 20, 2020, the Development Entities, Seibel and Green filed a Motion:
6 (1) For Leave to Take Caesars’ NRCP 30(b)(6) Depositions; and (2) to Compel Responses to
7 Written Discovery on Order Shortening Time (“Motion to Compel”).

8 2. On December 4, 2020, Caesars filed its Opposition to the Motion to Compel and a
9 Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green
10 (“Countermotion”).

11 3. On December 14, 2020, the Court held a hearing on the Motion to Compel and
12 Countermotion.

13 4. On February 4, 2021, the Court entered its Order denying the Development Entities,
14 Seibel, and Green’s Motion to Compel and granting Caesars’ Countermotion.

15 5. Caesars has agreed to a limited NRCP 30(b)(6) deposition on the five (5) topics,
16 without waiving any specific objections thereto, that were not at issue in the Motion to Compel
17 (e.g., the topics that did not address benefits).

18 6. Due to scheduling conflicts, the parties have been unable to schedule the individual
19 deposition of Green or the deposition of Caesars’ NRCP 30(b)(6) designee(s).

20 7. Currently, the deadline to file dispositive motions is February 18, 2021.

21 8. The deadline to file dispositive motions—only as it relates to Counts IV, V, VI, VII
22 and VIII from Caesars’ First Amended Complaint—shall be extended from February 18, 2021, to
23 seven (7) days after completion of the limited depositions of Green and Caesars’ NRCP 30(b)(6)
24 designee(s).

25 ¹ “Development Entities” refers to Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ
26 Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV
27 Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); and R Squared Global
Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”).

28 ² “Caesars” refers to 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 (“CAC”).

9. The deadline to file all other dispositive motions shall remain as February 18, 2021.

10. This Stipulation is entered into in good faith and not for purposes of delay.

Dated this 16th day of February, 2021.

Dated this 16th day of February, 2021.

BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

By: /s/ Joshua P. Gilmore

By: /s/ M. Magali Mercera

JOHN R. BAILEY
DENNIS L. KENNEDY
JOSHUA P. GILMORE
PAUL C. WILLIAMS
STEPHANIE J. GLANTZ

JAMES J. PISANELLI (#4027)
DEBRA L. SPINELLI (#9695)
M. MAGALI MERCERA (#11742)
BRITTNE T. WATKINS (#13612)
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*Attorneys for the Development Entities,
Seibel, and Green*

Attorneys for Caesars

Dated this 16th day of February, 2021.

Dated this 16th day of February, 2021.

LEBENSFELD SHARON & SCHWARTZ, P.C.

FENNEMORE CRAIG, P.C.

By: /s/ Alan M. Lebensfeld

By: /s/ John D. Tennert

ALAN M. LEBENSFELD (*Pro Hac Vice*)
140 Broad Street
Red Bank, New Jersey 07701

JOHN D. TENNERT (#11728)
WADE BEAVERS (#13451)
7800 Rancharrah Parkway
Reno, Nevada 89511

MARK J. CONNOT (#10010)
KEVIN M. SUTEHALL (#9437)
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135

Attorneys for Ramsay

Attorneys for OHR

Dated this 16th day of February, 2021.

NEWMAYER & DILLION, LLP

By: /s/ Aaron D. Lovaas

AARON D. LOVAAS (#5701)
3800 Howard Hughes Parkway, Suite 700
Las Vegas, Nevada 89169

Attorneys for GRB

ORDER

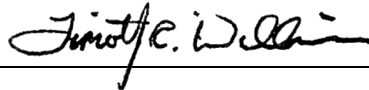
Based on the foregoing Stipulation of the Parties and good cause appearing,

IT IS HEREBY ORDERED that the deadline to file dispositive motions concerning Counts IV, V, VI, VII and VIII from Caesars' First Amended Complaint shall be extended from February 18, 2021, to seven (7) days after completion of the limited depositions of Green and Caesars' NRCP 30(b)(6) designee(s).

IT IS FURTHER ORDERED that the deadline to file all other dispositive motions shall remain as February 18, 2021.

IT IS SO ORDERED.

Dated this 17th day of February, 2021



LB

659 DB8 4653 645F
Timothy C. Williams
District Court Judge

Respectfully submitted by:

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

Attorneys for the Development Entities, Seibel, and Green

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, February 16, 2021 1:48 PM
To: Joshua Gilmore; Tennert, John; Alan Lebensfeld; Aaron D. Lovaas
Cc: Paul Williams; Stephanie Glantz; Brittnie T. Watkins; Emily A. Buchwald; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

No objection to those changes, Josh. You may apply my e-signature.

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



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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, February 16, 2021 11:16 AM
To: Magali Mercera <mmm@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Magali: These changes are acceptable. (For consistency's sake, I added Bar numbers for Mark and Kevin at Fox Rothschild in their signature block.) Assuming that's acceptable to you, I'll apply your e-signature.

Aaron/John – assuming you have no further edits/changes, please confirm that we may apply your e-signatures.

Thanks everyone. Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP
8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 789-4547 (direct) | JGilmore@BaileyKennedy.com

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From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Tuesday, February 16, 2021 12:50 PM
To: Joshua Gilmore; Magali Mercera; Tennert, John; Alan Lebensfeld
Cc: Paul Williams; Stephanie Glantz; Brittnie T. Watkins; Emily A. Buchwald; Susan Russo; Cinda C. Towne
Subject: RE: [EXTERNAL]:RE: Seibel adv. Caesars

Confirmed – you may apply my e-signature.

Thanks.

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

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, February 16, 2021 11:16 AM
To: Magali Mercera <mmm@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: [EXTERNAL]:RE: Seibel adv. Caesars

Magali: These changes are acceptable. (For consistency's sake, I added Bar numbers for Mark and Kevin at Fox Rothschild in their signature block.) Assuming that's acceptable to you, I'll apply your e-signature.

Aaron/John – assuming you have no further edits/changes, please confirm that we may apply your e-signatures.

Thanks everyone. Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP
8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 789-4547 (direct) | JGilmore@BaileyKennedy.com

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, February 16, 2021 10:10 AM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Tuesday, February 16, 2021 10:15 AM
To: Magali Mercera
Cc: Joshua Gilmore; Tennert, John; Aaron D. Lovaas; Paul Williams; Stephanie Glantz; Brittnie T. Watkins; Emily A. Buchwald; Susan Russo; Cinda C. Towne
Subject: Re: Seibel adv. Caesars

Magali you may affix my signature to the Stip. thank you

Sent From AML iPhone

On Feb 16, 2021, at 1:10 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Josh –

Thank you for sending the draft stipulation. Attached please find our proposed revisions. I am also looping in Alan Lebensfeld and Aaron Lovaas as they will need to sign off as well.

If our changes are acceptable, you may apply my e-signature to this version.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Thursday, February 11, 2021 5:21 PM
To: Magali Mercera <mmm@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Magali,

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Tuesday, February 16, 2021 11:33 AM
To: Joshua Gilmore; Magali Mercera; Alan Lebensfeld; Aaron D. Lovaas
Cc: Paul Williams; Stephanie Glantz; Brittnie T. Watkins; Emily A. Buchwald; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

Josh,
Please apply 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.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, February 16, 2021 11:16 AM
To: Magali Mercera <mmm@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@Isandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Magali: These changes are acceptable. (For consistency's sake, I added Bar numbers for Mark and Kevin at Fox Rothschild in their signature block.) Assuming that's acceptable to you, I'll apply your e-signature.

Aaron/John – assuming you have no further edits/changes, please confirm that we may apply your e-signatures.

Thanks everyone. Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/17/2021

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

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19 Brittnie T. Watkins .

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20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

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22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

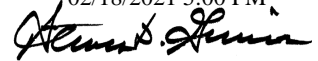
lit@pisanellibice.com

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6	John Bailey	jbailey@baileykennedy.com
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23	Mark Connot	mconnot@foxrothschild.com
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Karen Hippner	karen.hippner@lsandspc.com
Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 64



CLERK OF THE COURT

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

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dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
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Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

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JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
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*

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

**STIPULATION AND ORDER TO
EXTEND DISPOSITIVE MOTION
DEADLINE**

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"), Gordon Ramsay ("Ramsay"), Rowen Seibel ("Seibel"), Craig Green ("Green"), 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 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 to and request as follows:

1. The deadline to file dispositive motions is currently set for February 18, 2021.

2. The Parties have agreed that a brief extension to the deadline is appropriate to allow the Parties to finalize their respective motions.

3. Accordingly, the deadline to file dispositive motions shall be extended to and including February 25, 2021.

4. The deadline to file dispositive motions as it relates to Counts IV, V, VI, VII and VIII only from Caesars' First Amended Complaint shall continue to be governed by the Stipulation and Order for A Limited Extension of the Dispositive Motion Deadline entered by this Court on February 17, 2021.

///

///

5. 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 February 18, 2021

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
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

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*

DATED February 17, 2021

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert
John Tennert, Esq. (SBN 11728)
Wade Beaver, Esq. (SBN 13451)
7800 Rancharra Parkway
Reno, Nevada 89511

Attorneys for Gordon Ramsay

DATED February 17, 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

DATED February 18, 2021

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
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302

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

DATED February 17, 2021

LEBENSFELD SHARON & SCHWARTZ
P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

ORDER

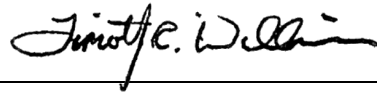
Based on the foregoing Stipulation of the Parties and good cause appearing therefor,

IT IS HEREBY ORDERED that the deadline to file dispositive motions other than those relating to Counts IV, V, VI, VII and VIII from Caesars' First Amended Complaint shall be extended from February 18, 2021 to February 25, 2021.

IT IS SO ORDERED.

DATED this ____ day of _____ 2021.

Dated this 18th day of February, 2021



LB

7C8 9EA 2CAB 7328
Timothy C. Williams
District Court Judge

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Thursday, February 18, 2021 9:34 AM
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; Alan Lebensfeld; Aaron D. Lovaas; Susan Russo; Sharon Murnane
Subject: RE: Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

CAUTION: External Email

Hi Magali,

To confirm our discussion, we are also extending the dispositive motion deadline in the federal court matter by a week (from 2/25 to 3/4).

You may apply my electronic signature to the SAO and submit it to the Court.

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

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, February 17, 2021 4:36 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

Paul/John-

As discussed during our calls today, attached is the proposed stipulation to extend the dispositive motion deadline one week in the state court matter to February 25, 2021. Please let us know if you have any proposed changes. Otherwise, if acceptable, please confirm we may apply your e-signatures.

Alan/Aaron – Please also confirm whether we may apply your e-signature to this stipulation.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



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Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Wednesday, February 17, 2021 4:42 PM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Aaron D. Lovaas
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

CAUTION: External Email

Magali,
You may apply 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.

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, February 17, 2021 4:36 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

Paul/John–

As discussed during our calls today, attached is the proposed stipulation to extend the dispositive motion deadline one week in the state court matter to February 25, 2021. Please let us know if you have any proposed changes. Otherwise, if acceptable, please confirm we may apply your e-signatures.

Alan/Aaron – Please also confirm whether we may apply your e-signature to this stipulation.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



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Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Wednesday, February 17, 2021 6:26 PM
To: Magali Mercera
Cc: Paul Williams; Joshua Gilmore; Stephanie Glantz; Tennert, John; Aaron D. Lovaas; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne
Subject: Re: Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

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You may apply my signature

Sent From AML iPhone

On Feb 17, 2021, at 7:36 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Paul/John–

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Thanks,

M. Magali Mercera

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<SAO to Extend Dispositive Motion Deadline.doc>

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Wednesday, February 17, 2021 6:16 PM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz; Tennert, John; Alan Lebensfeld
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne
Subject: Re: [EXTERNAL]:Desert Palace v. Seibel: Stipulation to Extend Dispositive Motion Deadline

CAUTION: External Email

You may apply my e-signature. Thanks.

Aaron D. Lovaas
Newmeyer Dillion
3800 Howard Hughes Pkwy., Ste. 700
Las Vegas, NV 89169
(702) 777-7500

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, February 17, 2021 4:35:55 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
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mmm@pisanellibice.com | www.pisanellibice.com



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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/18/2021

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

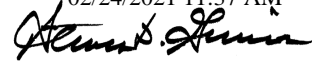
lit@pisanellibice.com

1	Yolanda Nance	yolanda.nance@ndlf.com
2	Benita Fortenberry	benita.fortenberry@ndlf.com
3	Paul Williams	pwilliams@baileykennedy.com
4	Dennis Kennedy	dkennedy@baileykennedy.com
5	Joshua Gilmore	jgilmore@baileykennedy.com
6	John Bailey	jbailey@baileykennedy.com
7	Aaron Lovaas	Aaron.Lovaas@ndlf.com
8	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
9	Magali Mercera	mmm@pisanellibice.com
10	Cinda Towne	cct@pisanellibice.com
11	Daniel McNutt	drm@cmlawnv.com
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21	Doreen Loffredo	dloffredo@foxrothschild.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Mark Connot	mconnot@foxrothschild.com
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Karen Hippner	karen.hippner@lsandspc.com
Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 65



CLERK OF THE COURT

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

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M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
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William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
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

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

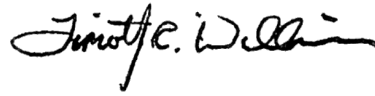
**ORDER GRANTING MOTION TO
REDACT CAESARS' MOTION TO
COMPEL DOCUMENTS WITHHELD ON
THE BASIS OF ATTORNEY-CLIENT
PRIVILEGE PURSUANT TO THE
CRIME-FRAUD EXCEPTION AND SEAL
EXHIBITS 1, 3, 4, 5, 8, 12, AND 16-21
THERE TO**

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' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1, 3, 4, 5, 8, 12, and 16-21 Thereto* (the "Motion to Seal"), filed on January 6, 2021, came before this Court for hearing on February 10, 2021, at 9:00 a.m. 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 Tennert, Esq. of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay. Joshua P. Gilmore, Esq. and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf 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 1, 3, 4, 5, 8, 12, and 16-21 to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception contain commercially sensitive information creating a compelling interest in protecting the 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.

Dated this 24th day of February, 2021



IT IS SO ORDERED.

CF9 534 04B7 BFC8
Timothy C. Williams
District Court Judge

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 22, 2021

DATED February 22, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

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

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

and

8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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 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*

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

Approved as to form and content by:

Approved as to form and content by:

DATED February 19, 2021

DATED February 22, 2021

FENNEMORE CRAIG, P.C.

NEWMAYER & DILLION LLP

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharrah Parkway
Reno, NV 89511

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq., Bar No. 5701
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for Gordon Ramsay

Attorneys for GR Burgr, LLC

1 Approved as to form and content by:
2 DATED February 22, 2021
3 LEBENSFELD SHARON & SCHWARTZ P.C.

4
5 By: /s/ Alan M. Lebensfeld
6 Alan M. Lebensfeld, Esq.
7 (admitted *pro hac* vice)
8 140 Broad Street
9 Red Bank, New Jersey 07701

10 Mark J. Connot, Esq.
11 Kevin M. Sutehall, Esq.
12 FOX ROTHSCHILD LLP
13 1980 Festival Plaza Drive, #700
14 Las Vegas, NV 89135

15 *Attorneys for The Original Homestead*
16 *Restaurant, Inc*

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 22, 2021 9:58 AM
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; Alan Lebensfeld; Aaron D. Lovaas; Sharon Murnane; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Hi Magali,

You may affix my electronic signature to the order and submit it to the Court.

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

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Friday, February 19, 2021 5:12 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting Motion to Seal

All –

Attached please find the order denying the Motion to Redact Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1, 3, 4, 5, 8, 12, and 16-21 Thereto.

Please let us know if you have any changes. Otherwise, if acceptable, please confirm that we may apply your e-signature.

Regards,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Friday, February 19, 2021 5:20 PM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Aaron D. Lovaas
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Magali, you may apply my e-signature.

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](#)



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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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Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
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M. Magali Mercera

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Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, February 22, 2021 10:37 AM
To: Aaron D. Lovaas
Cc: Magali Mercera; Paul Williams; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; Tennert, John; Sharon Murnane; Susan Russo
Subject: Re: [EXTERNAL]:RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Ditto

Sent From AML iPhone

On Feb 22, 2021, at 1:15 PM, Aaron D. Lovaas <Aaron.Lovaas@ndlf.com> wrote:

You may apply my e-signature to the order referenced below.

Thanks.

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

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Monday, February 22, 2021 10:03 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Order Granting Motion to Seal

Thank you, Paul and John.

Aaron and Alan – please confirm that we affix your electronic signature to this order granting the motion to redact.

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

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CAUTION: External Email

Hi Magali,

You may affix my electronic signature to the order and submit it to the Court.

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

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Friday, February 19, 2021 5:12 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting Motion to Seal

All –

Attached please find the order denying the Motion to Redact Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1, 3, 4, 5, 8, 12, and 16-21 Thereto.

Please let us know if you have any changes. Otherwise, if acceptable, please confirm that we may apply your e-signature.

Regards,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Monday, February 22, 2021 10:16 AM
To: Magali Mercera; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; Tennert, John; Alan Lebensfeld; Sharon Murnane; Susan Russo
Subject: RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Order Granting Motion to Seal

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Thanks.

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

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Monday, February 22, 2021 10:03 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Order Granting Motion to Seal

Thank you, Paul and John.

Aaron and Alan – please confirm that we affix your electronic signature to this order granting the motion to redact.

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



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From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 22, 2021 9:58 AM
To: Magali Mercera <mmm@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/24/2021

15 Robert Atkinson robert@nv-lawfirm.com

16 Kevin Sutehall ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." . lit@pisanellibice.com

18 "John Tennert, Esq." . jtennert@fclaw.com

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23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

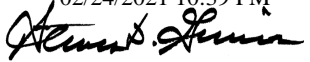
25 PB Lit . lit@pisanellibice.com

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6	John Bailey	jbailey@baileykennedy.com
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Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 66


CLERK OF THE COURT

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LAS VEGAS, NEVADA 89101

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Chicago, Illinois 60654
Telephone: 312.862.2000

*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 DENYING THE
DEVELOPMENT ENTITIES' MOTION
FOR A LIMITED STAY OF
PROCEEDINGS PENDING THEIR
PETITION FOR EXTRAORDINARY
WRIT RELIEF ON ORDER
SHORTENING TIME**

Date of Hearing: February 17, 2021

Time of Hearing: 9:00 a.m.

1 TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ
2 Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"),
3 FERG 16, LLC ("FERG 16"), DNT Acquisition, LLC, appearing derivatively through R Squared
4 Global Solutions, LLC ("DNT"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC's
5 ("MOTI 16")¹ *Motion for a Limited Stay of Proceedings Pending their Petition for Extraordinary*
6 *Writ Relief on Order Shortening Time* (the "Motion to Stay") filed on February 8, 2021 came before
7 this Court for hearing on February 17, 2021, at 9:00 a.m. Joshua P. Gilmore, Esq. and
8 Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of
9 Rowen Seibel ("Seibel"), Craig Green ("Green"), and the Development Entities.
10 James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm
11 PISANELLI BICE PLLC, appeared telephonically on behalf of PHWLTV, LLC ("Planet
12 Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC
13 ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively,
14 with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") John D. Tennert, Esq., of the law
15 firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay.

16 The Court having considered the Motion to Stay, the Opposition thereto, as well as argument
17 of counsel presented at the hearing, and good cause appearing therefor,

18 THE COURT FINDS THAT, the four factors enumerated in NRAP 8(c) are to be considered
19 in determining whether to issue a stay pending adjudication of a writ.

20 THE COURT FURTHER FINDS THAT, that under the current status of this case, the
21 Development Entities are not likely to prevail on the merits of their writ petition, particularly in
22 light of the good cause analysis this Court is required to conduct under Rule 16(b). *See Nutton v.*
23 *Sunset Station, Inc.*, 131 Nev. 279, 357 P.3d 966 (Nev. App. 2015).

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28 ¹ TPOV, TPOV 16, LLTQ, LLTQ 16, LLC, FERG, FERG 16, MOTI, MOTI 16, DNT, are collectively referred to herein as the Development Entities.

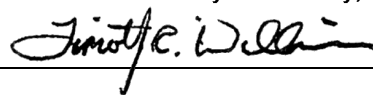
THE COURT FURTHER FINDS THAT, that the amended counterclaims the Development Entities filed on or about June 19, 2020 bear no relation to the new claims brought by Caesars in its First Amended Complaint which pertained to an alleged kickback scheme.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to Stay shall be, and hereby is, DENIED.

IT IS SO ORDERED.

DATED this ____ day of February 2021.

Dated this 24th day of February, 2021



33A E04 4701 8888
Timothy C. Williams
District Court Judge

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 23, 2021

DATED February 22, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

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

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

and

8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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 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*

*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 February 23, 2021

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharrah Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED February 22, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED February 22, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq., Bar No. 5701
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 22, 2021 9:33 AM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Joshua Gilmore; Stephanie Glantz; Tennert, John; Alan Lebensfeld; Aaron D. Lovaas; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Sharon Murnane; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Denying Motion for Stay
Attachments: Order Denying Motion for a Limited Stay Pending Writ Petition (BK Redline).docx; Order Denying Motion for a Limited Stay Pending Writ Petition (BK Clean).docx

CAUTION: External Email

Hi Magali,

One minor revision—changing “the kickback scheme” to “an alleged kickback scheme.” Redline and clean copies are attached.

Assuming you are agreeable to that revision, you may affix my electronic signature and submit it to the Court.

Thank you,

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To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
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Subject: Desert Palace v. Seibel: Order Denying Motion for Stay

All –

Attached please find the order denying the Motion for a Limited Stay of Proceedings Pending Petition for Extraordinary Writ Relief on Order Shortening Time.

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Sent: Monday, February 22, 2021 9:35 AM
To: Paul Williams; Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Joshua Gilmore; Stephanie Glantz; Tennert, John; Aaron D. Lovaas; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Sharon Murnane; Susan Russo
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[Same here](#)

From: Paul Williams [mailto:PWilliams@baileykennedy.com]
Sent: Monday, February 22, 2021 12:33 PM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Joshua Gilmore; Stephanie Glantz; Tennert, John; Alan Lebensfeld; Aaron D. Lovaas; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Sharon Murnane; Susan Russo
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Aaron D. Lovaas
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[Newmeyer & Dillion LLP](#)

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Sent: Monday, February 22, 2021 10:00 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Order Denying Motion for Stay

Thanks, Paul. That revision is acceptable. The updated order is attached.

John and Aaron – please confirm that we may apply your e-signature to this version.

Thanks,

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



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Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Tuesday, February 23, 2021 4:24 PM
To: Magali Mercera; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Aaron D. Lovaas; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Sharon Murnane; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Denying Motion for Stay

CAUTION: External Email

Yes, you may.

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](#)



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To: Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Denying Motion for Stay

John – Can you confirm that we may apply your e-signature to this version?

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWLTV LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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12 Court. The foregoing Order Denying Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

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robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

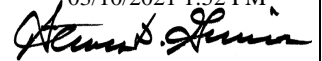
lit@pisanellibice.com

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3	Paul Williams	pwilliams@baileykennedy.com
4	Dennis Kennedy	dkennedy@baileykennedy.com
5	Joshua Gilmore	jgilmore@baileykennedy.com
6	John Bailey	jbailey@baileykennedy.com
7	Aaron Lovaas	Aaron.Lovaas@ndlf.com
8	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
9	Magali Mercera	mmm@pisanellibice.com
10	Cinda Towne	cct@pisanellibice.com
11	Daniel McNutt	drm@cmlawnv.com
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Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 67



CLERK OF THE COURT

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JJP@pisanellibice.com

Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com

M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com

Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com

PISANELLI BICE PLLC
400 South 7th Street, Suite 300

Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**STIPULATION AND ORDER TO
CONTINUE HEARING DATES AND SET
BRIEFING SCHEDULE**

AND ALL RELATED MATTERS

///

1 The Parties, PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"),
2 Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a
3 Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood,
4 "Caesars"), Gordon Ramsay ("Ramsay"), Rowen Seibel ("Seibel"), Craig Green ("Green"), LLTQ
5 Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG LLC ("FERG"),
6 FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI
7 16"), TPOV Enterprises, LLC ("TPOV"), TPOV 16 Enterprises, LLC ("TPOV 16"), DNT
8 Acquisition, LLC ("DNT"), appearing derivatively through R Squared Global Solutions, LLC, the
9 Original Homestead Restaurant, Inc. ("OHR"), and GR Burgr, LLC ("GRB") (the "Parties"), by and
10 through their undersigned counsel of record, hereby stipulate and agree as follows:

11 1. On February 25, 2021, Caesars filed their Motion for Summary Judgment No. 1;
12 Motion for Summary Judgment No. 2; and Motion to Redact Caesars' Motion for Summary
13 Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42,
14 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for
15 Summary Judgment (collectively the "Caesars Motions").

16 2. On February 26, 2021, Ramsay filed his Motion for Summary Judgment and Motion
17 to Redact Gordon Ramsay's Motion for Summary Judgment and Seal Exhibits 2-3, 5-25, 27, 28,
18 30, 32-35, 37, 38, 42 in Appendix to Ramsay's Motion for Summary Judgment (collectively the
19 "Ramsay Motions").

20 3. The hearing on Caesars Motions is presently set for April 14, 2021.

21 4. The hearing on Ramsay Motions is presently set for April 21, 2021.

22 5. In order to have the motions heard at the same time, the Parties have agreed to
23 continue the above-noticed hearings to April 28, 2021, at 1:30 p.m. for a special setting.

24 6. Additionally, the Parties agree that oppositions to Caesars Motions and Ramsay
25 Motions shall be due on March 29, 2021. Replies in support of Caesars Motions and Ramsay
26 Motions shall be due in accordance with EDCR 2.20(g).

7. 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 March 5, 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
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

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

DATED March 4, 2020

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

DATED March 4, 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
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, FERG 16, LLC. Craig Green,
and R Squared Global Solutions, LLC,
Derivatively on Behalf of DNT Acquisition,
LLC*

DATED March 4, 2020

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert
John Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

DATED March 4, 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 Burger LLC

ORDER

Based on the foregoing stipulation of the parties and good cause appearing,

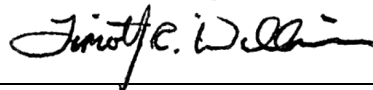
IT IS HEREBY ORDERED that the hearings currently scheduled for April 14, 2021 for
Caesars Motions shall be continued to April 28, 2021, at 1:30 p.m.;

IT IS FURTHER ORDERED that the hearings currently scheduled for April 21, 2021 for
Ramsay Motions shall be continued to April 28, 2021, at 1:30 p.m.; and

IT IS FURTHER ORDERED that the Parties shall have up to and including March 29, 2021
to file responses to Caesars Motions and Ramsay Motions and replies thereto shall be filed in
accordance with EDCR 2.20(g).

IT IS SO ORDERED.

Dated this 10th day of March, 2021



A09 D42 142C 99CA
Timothy C. Williams
District Court Judge

ZJ

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Thursday, March 4, 2021 4:09 PM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Aaron D. Lovaas; Alan Lebensfeld; Stephanie Glantz; Tennert, John; Susan Russo; Brittnie T. Watkins; Cinda C. Towne
Subject: RE: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

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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)
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To: Joshua Gilmore <JGilmore@baileykennedy.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Susan Russo <SRusso@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

All –

Attached please find the draft stipulation continuing the hearings on the motions for summary judgment to April 28, 2021 and setting a briefing schedule, with oppositions due on March 29, 2021 and replies due in accordance with EDCR 2.20(g) (April 21, 2021).

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Thursday, March 4, 2021 4:32 PM
To: Paul Williams; Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Aaron D. Lovaas; Stephanie Glantz; Tennert, John; Susan Russo; Brittnie T. Watkins; Cinda C. Towne
Subject: RE: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

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Yes, me too

From: Paul Williams [mailto:PWilliams@baileykennedy.com]
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Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Aaron D. Lovaas; Alan Lebensfeld; Stephanie Glantz; Tennert, John; Susan Russo; Brittnie T. Watkins; Cinda C. Towne
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Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, March 4, 2021 5:28 PM
To: Aaron D. Lovaas; Paul Williams; Magali Mercera; Alan Lebensfeld
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Stephanie Glantz; Susan Russo; Brittanie T. Watkins; Cinda C. Towne
Subject: RE: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

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John D. Tennert III, Director

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From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Thursday, March 4, 2021 5:01 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Re: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

Me, too. Thanks.

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3800 Howard Hughes Pkwy.
Suite 700
Las Vegas, NV 89169

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Thursday, March 4, 2021 5:01 PM
To: Paul Williams; Magali Mercera; Alan Lebensfeld
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Joshua Gilmore; Stephanie Glantz; Tennert, John; Susan Russo; Brittnie T. Watkins; Cinda C. Towne
Subject: Re: [EXTERNAL]:Desert Palace v. Seibel: Hearing on Motions for Summary Judgment

CAUTION: External Email

Me, too. Thanks.

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Sent: Thursday, March 4, 2021 4:32:06 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
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Yes, me too

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Hi Magali,

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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)

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
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12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

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21 Debra L. Spinelli . dls@pisanellibice.com

22 Diana Barton . db@pisanellibice.com

23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

25 PB Lit . lit@pisanellibice.com

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6	John Bailey	jbailey@baileykennedy.com
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9	Magali Mercera	mmm@pisanellibice.com
10	Cinda Towne	cct@pisanellibice.com
11	Daniel McNutt	drm@cmlawnv.com
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16	Steven Chaiken	sbc@ag-ltd.com
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18	William Arnault	warnault@kirkland.com
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20	Brett Schwartz	brett.schwartz@lsandspc.com
21	Doreen Loffredo	dloffredo@foxrothschild.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Mark Connot	mconnot@foxrothschild.com
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Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 68

A-17-751759-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 12, 2021

A-17-751759-B Rowen Seibel, Plaintiff(s)
vs.
PHWLV LLC, Defendant(s)

April 12, 2021 8:00 AM Minute Order

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

JOURNAL ENTRIES

- After review and consideration of the points and authorities on file herein, and oral argument of counsel, the Court determined as follows:

The Court has determined that Caesars has met its initial burden of proof by establishing that Plaintiff Seibel's representations as to the independence of the Seibel Family 2016 Trust were unfounded, and Plaintiff Seibel could continue to benefit from the agreements despite unsuitability to conduct business with a gaming licensee. Also, an issue exists as to the effect of Plaintiff Seibel's prenuptial agreement with his wife and the interplay with the trust. Therefore, Defendant Caesars' Motion to Compel shall be **GRANTED**, and this Court shall examine in camera the requested documents to determine that the attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of intended or

PRINT DATE: 04/12/2021

Page 1 of 2

Minutes Date: April 12, 2021

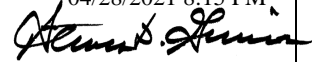
PA000904

continued illegality.

Counsel on behalf of **Defendant Caesars'** shall prepare a Findings of Fact, Conclusions of Law and Order based not only on the court's minute order but the pleadings on file herein, argument of counsel, and the entire record. Lastly, counsel is to circulate the order prior to submission to the Court to adverse counsel. If the counsel can't agree on the contents, the parties are to submit competing orders.

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

TAB 69


CLERK OF THE COURT

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

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*Attorneys for 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; Craig Green
R Squared Global Solutions, LLC, Derivatively on Behalf of DNT Acquisition
LLC; and 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

STIPULATION AND ORDER TO:

**(1) VACATE HEARING ON MOTIONS
FOR SUMMARY JUDGMENT AND
RELATED MOTIONS;**

**(2) VACATE DEADLINE TO FILE
DISPOSITIVE MOTIONS
CONCERNING CERTAIN CLAIMS;
AND**

**(3) VACATE TRIAL AND RELATED
DEADLINES/HEARINGS**

1 The Development Entities;¹ Rowen Seibel (“Seibel”); Craig Green (“Green”); Caesars;²
2 Gordon Ramsay (“Ramsay”); and Original Homestead Restaurant, Inc. (“OHR”) (collectively, the
3 “Parties”), by and through their undersigned counsel of record, hereby stipulate and agree as
4 follows:

5 1. On February 5, 2021, the Development Entities filed a Petition for Extraordinary
6 Writ Relief (the “Writ Petition”) with the Nevada Supreme Court.

7 2. On February 17, 2021, this Court entered a Stipulation and Order for a Limited
8 Extension of the Dispositive Motion Deadline, which provided, among other things, that “the
9 deadline to file dispositive motions concerning Counts IV, V, VI, VII and VIII from Caesars’ First
10 Amended Complaint shall be extended from February 18, 2021, to seven (7) days after completion
11 of the limited depositions of Green and Caesars’ NRCP 30(b)(6) designee(s)” (the “Limited
12 Dispositive Motion Deadline”).

13 3. On February 25, 2021, Caesars filed their Motion for Summary Judgment No. 1
14 (“Caesars MSJ No. 1”); Motion for Summary Judgment No. 2 (“Caesars MSJ No. 2”); Appendix in
15 Support of Caesars’ Motions for Summary Judgment (“Caesars Appendix”); Request for Judicial
16 Notice of Exhibits 39, 59, and 62 in Appendix of Exhibits in Support of Caesars’ Motions for
17 Summary Judgment (“Caesars Request for Judicial Notice”) and Motion to Redact Caesars’ Motion
18 for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36,
19 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars’
20 Motions for Summary Judgment (collectively, the “Caesars MSJ Motions”).

21 4. On February 26, 2021, Ramsay filed his Motion for Summary Judgment (the
22 “Ramsay MSJ”); Appendix in Support of Ramsay’s Motion for Summary Judgment; Request for
23 Judicial Notice; and Motion to Redact Gordon Ramsay’s Motion for Summary Judgment and Seal
24 Exhibits 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 in Appendix to Ramsay’s Motion for Summary

25 ¹ “Development Entities” refers to Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ
26 Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV
27 Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions,
LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”), and GR Burger, LLC (“GRB”).

28 ² “Caesars” refers to 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 (“CAC”).

1 Judgment (collectively, the “Ramsay MSJ Motions”).

2 5. On March 9, 2021, the Development Entities, Seibel, and Green filed a Motion to
3 Compel “Confidential” Designation of Caesars’ Financial Documents (the “Motion to Compel”).

4 6. On March 11, 2021, the Development Entities filed a Motion for a Partial Stay of
5 District Court Proceedings (the “Motion for Partial Stay”) with the Nevada Supreme Court. In the
6 Motion for Partial Stay, the Development Entities sought a stay of “all non-discovery proceedings,”
7 including trial and dispositive motions, in this matter pending a decision from the Nevada Supreme
8 Court on the Writ Petition.

9 7. On March 30, 2021, the Development Entities and Seibel filed their Oppositions to
10 the Caesars MSJ No.1, Caesars MSJ No. 2, and the Ramsay MSJ; objections to certain evidence
11 relied on in Caesars MSJ No.1, Caesars MSJ No. 2, and the Ramsay MSJ (collectively, the
12 “Objections”); and an Omnibus Motion to Seal and Redact and Omnibus Motion for Leave to File
13 Oversized Briefs (“Motion to File Oversized Briefs”) (together, the “Development Parties MSJ-
14 Related Motions”).

15 8. On April 16, 2021, the Nevada Supreme Court entered an Order Granting Stay,
16 granting the Development Entities’ Motion for Partial Stay (the “Partial Stay”). A copy of the
17 Order Granting Stay is attached hereto as Exhibit A.

18 9. Currently, the Caesars MSJ Motions, the Ramsay MSJ Motions, the Objections, the
19 Development Parties MSJ-Related Motions, and the Motion to Compel are set to be heard on April
20 28, 2021, at 1:30 p.m.

21 10. Currently, this matter is set for trial on a five-week stack set to be begin on July 12,
22 2021, at 9:30 a.m.

23 11. As a result of the Nevada Supreme Court’s Partial Stay, the Caesars MSJ Motions,
24 the Ramsay MSJ Motions, the Objections, and the Development Parties MSJ-Related Motions, and
25 all related briefing, are stayed.

26 12. As a result of the Nevada Supreme Court’s Partial Stay, the Limited Dispositive
27 Motion Deadline is stayed.
28

1 13. As a result of the Nevada Supreme Court’s Partial Stay, trial and all related trial
2 deadlines and hearings—including, but not limited to, all deadlines under NRCP 16.1(a)(3), NRCP
3 41(e), and the Court’s 7th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and
4 Deadlines for Motions; Amended Discovery Scheduling Order, filed on October 15, 2019—are
5 stayed.

6 14. On or about April 20, 2021, counsel for the Development Entities, Seibel, and Green
7 contacted this Court to inquire about the status of the hearings on the pending motions, trial, and
8 related deadlines in accordance in light of the Partial Stay.

9 15. At the request of the Court, the Parties entered this Stipulation for the sole purpose
10 of effectuating the Partial Stay. By this Stipulation, the Parties do not waive any arguments,
11 defenses, or rights.

12 16. The Caesars MSJ Motions, the Ramsay MSJ Motions, the Objections, and the
13 Development Parties’ MSJ-Related Motions are taken off calendar without prejudice pending
14 further order from the Nevada Supreme Court.

15 17. The hearing on April 28, 2021, at 1:30 p.m. may proceed as to the Motion to
16 Compel.

17 18. The Limited Dispositive Motion Deadline shall be vacated pending further order
18 from the Nevada Supreme Court.

19 19. The trial, currently set to begin on July 12, 2021, at 9:30 a.m., and all related
20 hearings and deadlines, shall be vacated pending further order from the Nevada Supreme Court.

21 20. The following shall be rescheduled upon the lifting of the Partial Stay: (a) the
22 hearing on the Caesars MSJ Motions, the Ramsay MSJ Motions, the Objections, and the
23 Development Parties’ MSJ-Related Motions—and deadlines for all related briefing; (b) the Limited
24 Dispositive Motion Deadline; and (c) the trial and all related trial deadlines/hearings.

25 ///

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28 ///

1 || 21. This Stipulation is entered into in good faith and not for purposes of delay.

2 Dated this 27th day of April, 2021.

Dated this 27th day of April, 2021.

3 || BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

4 By: /s/ Paul C. Williams

By: /s/ M. Magali Mercera

JOHN R. BAILEY

JAMES J. PISANELLI (#4027)

5 DENNIS L. KENNEDY

DEBRA L. SPINELLI (#9695)

JOSHUA P. GILMORE

M. MAGALI MERCERÀ (#11742)

6 || PAUL C. WILLIAMS

400 South 7th Street, Suite 300

STEPHANIE J. GLANTZ

Las Vegas, Nevada 89101

7 *Attorneys for the Development Entities,*
8 *Seibel, and Green*

Attorneys for Caesars

9 Dated this 27th day of April, 2021.

Dated this 27th day of April, 2021.

LEBENSFELD SHARON & SCHWARTZ, P.C.

FENNEMORE CRAIG, P.C.

11 By: /s/ Alan M. Lebensfeld

By: /s/ John D. Tennert

ALAN M. LEBENSFELD (*Pro Hac Vice*)

JOHN D. TENNERT (#11728)

12 || 140 Broad Street

WADE BEAVERS (#13451)

Red Bank, New Jersey 07701

7800 Rancharrah Parkway

MARK J. CONNOT (#10010)

Attorneys for Ramsay

14 || KEVIN M. SUTEHALL (#9437)

FOX ROTHSCCHILD LLP

15 1980 Festival Plaza Drive, #700

Las Vegas, NV 89135

16 *Attorneys for OHR*

ORDER

21 Based on the foregoing Stipulation of the Parties and good cause appearing,

22 IT IS HEREBY ORDERED that the April 28, 2021, at 1:30 p.m. hearing shall be

23 VACATED as to the Caesars MSJ Motions, the Ramsay MSJ Motions, the Objections, and the

24 Development Parties MSJ-Related Motions pending further order from the Nevada Supreme Court.

IT IS FURTHER ORDERED that the April 28, 2021, at 1:30 p.m. hearing shall proceed as to the Motion to Compel.

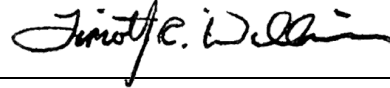
IT IS FURTHER ORDERED that the Limited Dispositive Motion Deadline is VACATED pending further order from the Nevada Supreme Court.

1 IT IS FURTHER ORDERED that trial, currently set to begin on July 12, 2021 at 9:30 a.m.,
2 and all related deadlines and hearings, shall be VACATED pending further order from the Nevada
3 Supreme Court.

4 IT IS FURTHER ORDERED that the following shall be rescheduled upon the lifting of the
5 Partial Stay: (a) the hearing on the Caesars MSJ Motions, the Ramsay MSJ Motions, the
6 Objections, and the Development Parties' MSJ-Related Motions—and deadlines for any related
7 outstanding briefing; (b) the Limited Dispositive Motion Deadline; and (c) the trial and all related
8 trial deadlines/hearings.

9 IT IS SO ORDERED.

Dated this 28th day of April, 2021



LB

4FA 88E 27BB EBD2
Timothy C. Williams
District Court Judge

13 Respectfully submitted by:

14 BAILEY ♦ KENNEDY

15 By: /s/ Paul C. Williams

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

18 *Attorneys for the Development Entities, Seibel, and Green*

Paul Williams

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, April 27, 2021 2:17 PM
To: Alan Lebensfeld; Tennert, John; Paul Williams; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne; Beavers, Wade
Cc: Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo
Subject: RE: Seibel v. PHWLTV - SAO re Stay [FC-Email.FID7746767]

Thanks, Paul. You may apply my e-signature as well.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

This transaction and any attachment is confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Tuesday, April 27, 2021 2:03 PM
To: Tennert, John <jtennert@fennemorelaw.com>; Paul Williams <PWilliams@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Beavers, Wade <WBeavers@fennemorelaw.com>
Cc: Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Seibel v. PHWLTV - SAO re Stay [FC-Email.FID7746767]

CAUTION: External Email

Main as well. Thanks.

From: Tennert, John [<mailto:jtennert@fennemorelaw.com>]
Sent: Tuesday, April 27, 2021 4:59 PM
To: Paul Williams; Magali Mercera; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne; Beavers, Wade; Alan Lebensfeld
Cc: Joshua Gilmore; Stephanie Glantz; Sharon Murnane; Susan Russo
Subject: RE: Seibel v. PHWLTV - SAO re Stay [FC-Email.FID7746767]

Paul, you may affix my electronic signature.
Thanks,

Exhibit A

Exhibit A

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners,

vs.

THE 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.

No. 82448

FILED

APR 16 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER GRANTING STAY

This original petition seeks a writ of mandamus directing the district court to deny the motion to strike filed by real parties in interest. Petitioners have filed a motion for a partial stay of the district court proceedings. Specifically, petitioners seek a stay of non-discovery proceedings in the district court pending the resolution of their writ petition. Real parties in interest have responded to the motion and petitioner has filed a reply.

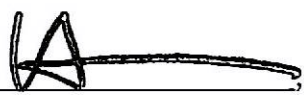
In considering whether to grant such a stay, we are guided by the following factors: (1) whether the object of the writ petition will be defeated if the stay is denied; (2) whether the petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether the real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether the petitioner is likely to prevail on the merits in the appeal. NRAP 8(c). As we have explained, no single factor is dispositive and a strong showing on some factors may counterbalance weak factors. See *Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004).

Applying these principles, and having considered petitioners' motion, the response by real parties in interest, and petitioners' reply, we conclude that, on balance, the pertinent factors weigh in favor of a stay. Accordingly, we grant petitioners' motion for a partial stay of district court proceedings pending further order of this court.

It is so ORDERED.

_____, J.
Cadish

_____, J.
Pickering

_____, J.
Herndon

cc: Hon. Timothy C. Williams, District Judge
Bailey Kennedy
Pisanelli Bice, PLLC
Eighth District Court Clerk

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

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20 Dan McNutt .	drm@cmlawnv.com
21 Debra L. Spinelli .	dls@pisanellibice.com
22 Diana Barton .	db@pisanellibice.com
23 Lisa Anne Heller .	lah@cmlawnv.com
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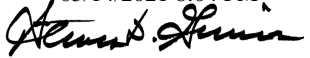
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Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com

TAB 70


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
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Debra L. Spinelli, Esq., Bar No. 9695
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M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
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Telephone: 702.214.2100

*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

**ORDER GRANTING MOTION TO
REDACT PORTIONS OF CAESARS'
REPLY IN SUPPORT OF ITS
COUNTERMOTION FOR
PROTECTIVE ORDER, AND SEAL
EXHIBITS 31 THROUGH 33 THERETO**

AND ALL RELATED MATTERS

PHWL, 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 Portions of Caesars' Reply in Support of its Countermotion for Protective Order, and Seal Exhibits 31 Through 33 Thereto* (the "Motion to Seal"), filed on April 7, 2021, came before

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

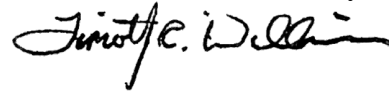
1 this Court for hearing on April 28, 2021, at 1:30 p.m. M. Magali Mercera, Esq. of the law firm of
2 PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Stephanie J. Glantz, Esq.
3 of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel
4 ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ
5 Enterprises, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI
6 Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), and R
7 Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition, LLC ("DNT").

8 Upon review of the papers and pleadings on file in this matter, as proper service of the
9 Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly,
10 pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibits
11 31 through 33 to Caesars' Reply in Support of its Countermotion for Protective Order contain
12 commercially sensitive information creating a compelling interest in protecting the information
13 from widespread dissemination to the public which outweighs the public disclosure of said
14 information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing
15 and Redacting of Court Records. Therefore, good cause appearing therefor:

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

THE COURT HEREBY FURTHER ORDERS, ADJUDGES, AND DECREES that the hearing on the Motion to Seal originally set for May 19, 2021 shall be vacated, vacated.

IT IS SO ORDERED.



028 94F 8F3F DF54
Timothy C. Williams
District Court Judge

LB

Respectfully submitted by:

Approved as to form and content by:

DATED May 14, 2021

DATED May 14, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

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
400 South 7th Street, Suite 300
Las Vegas, NV 89101

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
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating
Company, LLC; PHWLTV, LLC; and
Boardwalk Regency
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,
FERG 16, LLC; R Squared Global Solutions,
LLC, Derivatively on Behalf of DNT
Acquisition, LLC, and GR BurGR, LLC*

Approved as to form and content by:

DATED May 11, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

Approved as to form and content by:

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

DATED May 11, 2021

FENNEMORE CRAIG, P.C.

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

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

*Attorneys for The Original Homestead
Restaurant, Inc*

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, May 14, 2021 10:28 AM
To: Magali Mercera; Alan Lebensfeld; Tennert, John
Cc: Joshua Gilmore; Stephanie Glantz; Connot, Mark J.; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Reply ISO Counter-motion

CAUTION: External Email

Hi Magali,

You may apply my e-signature.

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

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Friday, May 14, 2021 9:24 AM
To: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>
Cc: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Connot, Mark J. <MConnot@foxrothschild.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Reply ISO Counter-motion

Thank you, John and Alan.

Paul – Please let us know if you have any changes or if we may apply your e-signature to this one as well.

Thanks,

M. Magali Mercera
PISANELLI BICE, PLLC
Telephone: (702) 214-2100

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Tuesday, May 11, 2021 7:13 PM
To: Tennert, John
Cc: Magali Mercera; Joshua Gilmore; Paul Williams; Stephanie Glantz; Connot, Mark J.; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: Re: Desert Palace v. Seibel: Order Granting MTSR Reply ISO Counter-motion

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Ditto

Sent From AML iPhone

On May 11, 2021, at 10:11 PM, Tennert, John <jtennert@fennemorelaw.com> wrote:

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Thanks,

John D. Tennert III, Director

[<0.png>](#)

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)

[<1.png><2.png><4.png>](#) [<3.png>](#)

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Sent: Tuesday, May 11, 2021 4:38 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan

Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Connot, Mark J. <MConnot@foxrothschild.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald
<eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne
<cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting MTSR Reply ISO Countermotion

All -

Attached please find the proposed order granting Caesars' Motion to Redact Portions of Caesars' Reply in Support of its Countermotion for Protective Order, and Seal Exhibits 31 Through 33 Thereto. This was the motion that was originally set for hearing on May 19, but the court advanced at our last hearing.

Please let us know if you have any suggested changes. Otherwise, if acceptable, please confirm whether we may apply your e-signature.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWLTV LLC, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 5/14/2021

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

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18 "John Tennert, Esq." .

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19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

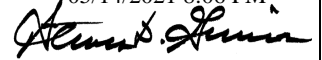
lit@pisanellibice.com

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2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
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17	Christine Gioe	christine.gioe@lsandspc.com
18	Mark Connot	mconnot@foxrothschild.com
19	Joshua Feldman	jfeldman@certilmanbalin.com
20	Nicole Milone	nmilone@certilmanbalin.com
21	Trey Pictum	trey@mcnuttlawfirm.com
22	Monice Campbell	monice@envision.legal
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Karen Hippner	karen.hippner@lsandspc.com
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Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com

TAB 71


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

*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.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING MOTION TO
REDACT REPLY IN SUPPORT
CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE
BASIS OF ATTORNEY-CLIENT
PRIVILEGE PURSUANT TO THE
CRIME-FRAUD EXCEPTION AND
SEAL EXHIBITS 23, 24, 27, 30-32, AND
34 THERETO**

AND ALL RELATED MATTERS

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 Reply in Support Caesars' Motion to Compel Documents Withheld on the Basis
of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 27,*

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

1 30-32, and 34 *Thereto* (the "Motion to Seal"), filed on February 3, 2021, came before this Court for
2 hearing on February 24, 2021, at 9:00 a.m. M. Magali Mercera, Esq. and
3 Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf
4 of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on
5 behalf Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC
6 ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG,
7 LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16,
8 LLC ("MOTI 16"), Craig Green ("Green"), and R Squared Global Solutions, LLC, derivatively on
9 behalf of DNT Acquisition, LLC ("DNT").

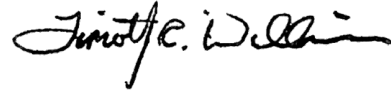
10 Upon review of the papers and pleadings on file in this matter, as proper service of the
11 Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly,
12 pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibits
13 23, 24, 27, 30-32, and 34 to the Reply in Support of Caesars' Motion to Compel Documents
14 Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception contain
15 commercially sensitive information creating a compelling interest in protecting the information
16 from widespread dissemination to the public which outweighs the public disclosure of said
17 information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing
18 and Redacting of Court Records. Therefore, good cause appearing therefor:

19 ///

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

Dated this 14th day of May, 2021

IT IS SO ORDERED.



DBA 819 22BF D0C6
Timothy C. Williams
District Court Judge

LB

Respectfully submitted by:

Approved as to form and content by:

DATED May 14, 2021

DATED May 14, 2021

PISANELLI BICE PLLC

BAILEY❖KENNEDY

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
400 South 7th Street, Suite 300
Las Vegas, NV 89101

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
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating
Company, LLC; PHWLTV, LLC; and
Boardwalk Regency 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; R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC, and GR Burgr, LLC*

Approved as to form and content by:

Approved as to form and content by:

DATED May 14, 2021

DATED May 14, 2021

FENNEMORE CRAIG, P.C.

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq. (admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

Attorneys for Gordon Ramsay

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, May 14, 2021 9:46 AM
To: Alan Lebensfeld; Magali Mercera; Tennert, John
Cc: Joshua Gilmore; Stephanie Glantz; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Hi Magali,

You may apply my e-signature.

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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Sent: Friday, May 14, 2021 9:31 AM
To: Magali Mercera <mmm@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

You may apply mine

From: Magali Mercera [<mailto:mmm@pisanellibice.com>]
Sent: Friday, May 14, 2021 12:23 PM
To: Tennert, John
Cc: Paul Williams; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Friday, May 14, 2021 9:31 AM
To: Magali Mercera; Tennert, John
Cc: Paul Williams; Joshua Gilmore; Stephanie Glantz; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

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From: Magali Mercera [mailto:mmm@pisanellibice.com]
Sent: Friday, May 14, 2021 12:23 PM
To: Tennert, John
Cc: Paul Williams; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

Thanks, John.

Alan/Paul – Please let us know if you have any changes or if we may apply your e-signature to this version.

Thanks,

M. Magali Mercera

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



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From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Friday, May 14, 2021 12:04 AM
To: Magali Mercera <mmm@pisanellibice.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Re: Desert Palace v. Seibel: Order Granting Motion to Seal

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Magali,
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Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Friday, May 14, 2021 12:04 AM
To: Magali Mercera
Cc: Paul Williams; Joshua Gilmore; Stephanie Glantz; Alan Lebensfeld; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: Re: Desert Palace v. Seibel: Order Granting Motion to Seal

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Magali,
Please apply my e-signature to this version.
Thanks,
John

Sent from my iPhone

John D. Tennert III, Director

T: 775.788.2212 | F: 775.788.2213

jtennert@fennemorelaw.com

On May 12, 2021, at 8:01 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

All –

We did not get responses from everyone on the order granting Caesars' Motion to Redact Reply in Support Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 27, 30-32, and 34 Thereto, which came before the Court on February 24, 2021.

We've updated the dates on the order and removed counsel that has since withdrawn. Please advise if you have any suggested changes. Otherwise, if acceptable, please confirm that we may apply your e-signature.

John – Although you previously responded, please confirm that we may apply your e-signature to this version.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

mmm@pisanellibice.com | www.pisanellibice.com



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From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Monday, March 1, 2021 11:17 AM
To: Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Magali, you may apply my e-signature.
John

John D. Tennert III, Director

<image001.png>

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T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)

<image002.png><image003.png><image004.png><image005.png>

Fennemore has expanded to California. [Read more here.](#)

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Sent: Friday, February 26, 2021 5:30 PM
To: Paul Williams <PWilliams@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton

<DB@pisanellibice.com>

Subject: Desert Palace v. Seibel: Order Granting Motion to Seal

All –

Attached please find the order granting Caesars' Motion to Redact Reply in Support Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 27, 30-32, and 34 Thereto, which came before the Court on February 24, 2021.

Please let us know if you have any changes. Otherwise, if acceptable, please confirm that we may apply your e-signature.

Regards,

M. Magali Mercera

PISANELLI BICE, PLLC

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<Order Granting MTSR Reply ISO Caesars MTC Docs WH - Crime-Fraud v2 (002).docx>

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWLTV LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

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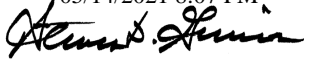
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TAB 72


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Telephone: 702.214.2100

*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.

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 TO COMPEL
"CONFIDENTIAL" DESIGNATION OF
CAESARS' FINANCIAL DOCUMENTS
AND COUNTERMOTION FOR
PROTECTIVE ORDER AND SEAL
EXHIBITS 1, 2, 4, 7, 9-18, 20, 22, AND
26-30 THERETO**

AND ALL RELATED MATTERS

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 to Compel "Confidential" Designation of Caesars' Financial Documents and*

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

1 *Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto*
2 (the "Motion to Seal"), filed on March 4, 2021, was originally scheduled to come before this Court
3 for hearing on April 14, 2021, at 9:00 a.m..

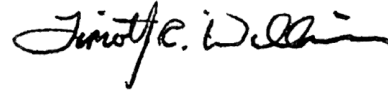
4 This Court further issued a Minute Order, dated April 9, 2021 addressing the Motion to
5 Seal. Upon review of the papers and pleadings on file in this matter, as proper service of the Motion
6 to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to
7 EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibits 1, 2, 4, 7,
8 9-18, 20, 22, and 26-30 to Caesars' Opposition to the Development Entities, Rowen Seibel, and
9 Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and
10 Countermotion for Protective Order contain commercially sensitive information creating a
11 compelling interest in protecting the information from widespread dissemination to the public
12 which outweighs the public disclosure of said information in accordance with Rule 3(4) of the
13 Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore,
14 good cause appearing therefor:

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

THE COURT FURTHER ORDERS that the hearing on the Motion to Seal originally scheduled for April 14, 2021 is hereby vacated.

Dated this 14th day of May, 2021

IT IS SO ORDERED.



06A 298 4497 D355
Timothy C. Williams
District Court Judge

LB

Respectfully submitted by:

Approved as to form and content by:

DATED May 14, 2021

DATED May 14, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ M. Magali Mercera
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Debra L. Spinelli, Esq., Bar No. 9695
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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
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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Paris Las Vegas Operating
Company, LLC; PHWLTV, LLC; and
Boardwalk Regency
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,
FERG 16, LLC; R Squared Global Solutions,
LLC, Derivatively on Behalf of DNT
Acquisition, LLC, and GR BurGR, LLC*

Approved as to form and content by:

DATED May 14, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

Approved as to form and content by:

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

DATED May 11, 2021

FENNEMORE CRAIG, P.C.

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

By: /s/ John D. Tenners
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

*Attorneys for The Original Homestead
Restaurant, Inc*

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, May 14, 2021 9:48 AM
To: Alan Lebensfeld; Magali Mercera; Tennert, John; Joshua Gilmore; Stephanie Glantz; Connot, Mark J.
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

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Hi Magali,

You may apply my e-signature.

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

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Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

You may apply. Thank you Magali

From: Magali Mercera [<mailto:mmm@pisanellibice.com>]
Sent: Friday, May 14, 2021 12:30 PM
To: Tennert, John; Joshua Gilmore; Paul Williams; Stephanie Glantz; Alan Lebensfeld; Connot, Mark J.
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Friday, May 14, 2021 9:32 AM
To: Magali Mercera; Tennert, John; Joshua Gilmore; Paul Williams; Stephanie Glantz; Connot, Mark J.
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

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Sent: Friday, May 14, 2021 12:30 PM
To: Tennert, John; Joshua Gilmore; Paul Williams; Stephanie Glantz; Alan Lebensfeld; Connot, Mark J.
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

Alan/Paul – This the final one that is outstanding. Please let us know if you have any changes or if we may apply your e-signatures.

Thanks,

M. Magali Mercera
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Subject: RE: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

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Thanks,
John

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
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To: Magali Mercera; Joshua Gilmore; Paul Williams; Stephanie Glantz; Alan Lebensfeld; Connot, Mark J.
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Cinda C. Towne; Diana Barton
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Thanks,
John

John D. Tennert III, Director

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To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Connot, Mark J. <MConnot@foxrothschild.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting MTSR Opp'n to Motion to Compel

All -

Attached please find the proposed order granting Caesars' Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel and Craig Green's Motion to Compel "Confidential" Designation of

Caesars' Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto.

Please let us know if you have any suggested changes. Otherwise, if acceptable, please confirm whether we may apply your e-signature.

Thanks,

M. Magali Mercera

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
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