

IN THE SUPREME COURT OF THE STATE OF NEVADA

---

*Supreme Court Case No. 83723*

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; AND CRAIG GREEN

*Petitioners,*

v.

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.*

---

District Court Case No. A-17-751759-B, consolidated with A-17-760537-B

---

**REAL PARTIES IN INTEREST'S SUPPLEMENTAL APPENDIX**

**VOLUME 1 OF 8**

---

James J. Pisanelli, Esq., Bar No. 4027  
Debra L. Spinelli, Esq., Bar No. 9695  
Jordan T. Smith, Esq., Bar No. 12097  
M. Magali Mercera, Esq., Bar No. 11742  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: 702.214.2100

*Attorneys for Real Parties in Interest*

<b>Volume No.</b>	<b>Description</b>	<b>Bates nos.</b>
1	Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (publicly filed documents)	SA0001-0244
2	Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (publicly filed documents)	SA0245-0475
3	Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (publicly filed documents)	SA0476-0532
4	Exhibits 1-6 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (documents filed under seal)	SA0533-0694
5	Exhibits 7-15 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (documents filed under seal)	SA0695-0891
6	Exhibits 16-36 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (documents filed under seal)	SA0892-1093
7	Exhibits 38, 40-42, -45-46, 48, 50, 66-67, 73, and 76-80 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (documents filed under seal)	SA1094-1251
8	Exhibits 38, 40-42, -45-46, 48, 50, 66-67, 73, and 76-80 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment (documents filed under seal)	SA1252-1419

DATED this 5th day of January 2022.

PISANELLI BICE PLLC

By: /s/ Jordan T. Smith

James J. Pisanelli, Esq., Bar No. 4027

Debra L. Spinelli, Esq., Bar No. 9695

Jordan T. Smith, Esq., Bar No. 12097

M. Magali Mercera, Esq., Bar No. 11742

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

*Attorneys for Real Parties in Interest*

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 5th day of January 2022, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTIES IN INTEREST'S SUPPLEMENTAL APPENDIX, VOLUME 1 OF 8** properly addressed to the following:

John R. Bailey, Esq.  
Dennis L. Kennedy, Esq.  
Joshua P. Gilmore, Esq.  
Paul C. Williams, Esq.  
Stephanie J. Glantz, Esq.  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)  
[DKennedy@BaileyKennedy.com](mailto:DKennedy@BaileyKennedy.com)  
[JGilmore@BaileyKennedy.com](mailto:JGilmore@BaileyKennedy.com)  
[PWilliams@BaileyKennedy.com](mailto:PWilliams@BaileyKennedy.com)  
[SGlantz@BaileyKennedy.com](mailto:SGlantz@BaileyKennedy.com)

*Attorneys for Petitioners*

**VIA EMAIL**  
John D. Tennert, Esq.  
Wade Beavers, Esq.  
FENNEMORE CRAIG, P.C.  
7800 Rancharrah Parkway  
Reno, NV 89511  
[jtennert@fclaw.com](mailto:jtennert@fclaw.com)  
[wbeavers@fclaw.com](mailto:wbeavers@fclaw.com)

*Attorneys for Gordon Ramsay*

**VIA EMAIL**  
Alan Lebensfeld, Esq.  
LEBENSFELD SHARON &  
SCHWARTZ, P.C.  
140 Broad Street  
Red Bank, NJ 07701  
[alan.lebensfeld@lsandspc.com](mailto:alan.lebensfeld@lsandspc.com)

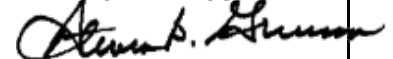
Mark J. Connot, Esq.  
Kevin M. Sutehall, Esq.  
FOX ROTHSCHILD LLP  
1980 Festival Plaza Drive, #700  
Las Vegas, NV 89135  
[mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com)  
[ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com)

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

**VIA EMAIL**  
Hon. Timothy C. Williams  
District Judge  
Eighth Judicial District Court  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155  
[Dept16lc@clarkcountycourts.us](mailto:Dept16lc@clarkcountycourts.us)  
[Dept16ea@clarkcountycourt.us](mailto:Dept16ea@clarkcountycourt.us)

*Respondent*

By: /s/ Cinda Towne  
An employee of PISANELLI BICE PLLC



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  
Brittanie 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  
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)  
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

**APPENDIX OF EXHIBITS IN SUPPORT  
OF CAESARS' MOTIONS FOR  
SUMMARY JUDGMENT**

Ex. No.	Description	Bates Nos.
1.	Business Information Form for Moti Partners dated January 26, 2009	0001-0010
2.	Development, Operation and License Agreement between Desert Palace, Inc. and Moti Partners, LLC dated March 2009	0011-0033
3.	Harrah's Entertainment, Inc. Business Information Form for DNT Acquisition, LLC and Affidavit of Rowen Seibel dated June 3, 2011	0034-0040
4.	Development, Operation and License Agreement between DNT Acquisition LLC, The Original Homestead Restaurant, Inc. and Desert Palace, Inc. dated June 21, 2011	0041-0086
5.	Development, Operation and License Agreement between TPOV Enterprises, LLC and Paris Las Vegas Operating Company, LLC dated November 2011	0087-0119
6.	Development, Operation and License Agreement between LLTQ Enterprises, LLC and Desert Palace, Inc. dated April 4, 2012	0120-0154
7.	Amie Sabo email to Brian Ziegler dated May 9, 2012	0155-0164
8.	Amie Sabo email to Brian Ziegler dated June 22, 2012	0165-0174
9.	Limited Liability Company Agreement of GR Burgr, LLC dated December 2012	0175-0219
10.	Brian Ziegler email to Craig Green dated March 22, 2013 with Development, Operation and License Agreement between Desert Palace, Inc. and Moti Partners, LLC	0220-0269
11.	Caesars Entertainment Corporation Ethics and Compliance Program	0270-0296
12.	Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation dba Caesars Atlantic City dated May 16, 2014	0297-0335
13.	Statute of Limitations Tolling Agreement between Rowen Seibel and the Office of the United States Attorney for the Southern District of New York dated March 18, 2015	0336-0337
14.	Statute of Limitations Tolling Agreement between Rowen Seibel and the Office of the United States Attorney for the Southern District of New York dated January 26, 2016	0338-0339
15.	Notice of Intent to File an Information filed in Case No. 1:16-cv-00279-WHP [Dkt 1] dated February 29, 2016	0340
16.	Prenuptial Agreement between Bryn Krief and Rowen Seibel dated March 30, 2016	0341-0369
17.	Limited Liability Company Agreement of FERG 16, LLC dated March 31, 2016	0370-0373
18.	Rowen Seibel letters dated April 8, 2016	0374-0383
19.	Rowen Seibel letter to GR US Licensing, LP dated April 11, 2016	0384-0390
20.	GR US Licensing, LP letter to Rowen Seibel dated April 13, 2016	0391-0393

Ex. No.	Description	Bates Nos.
21.	Information filed in Case No. 1:16-cv-00279-WHP [Dkt 2] dated April 18, 2016	0394-0401
22.	Transcript of Hearing held April 18, 2016, Case No. 1:16-cv-00279-WHP [Dkt 7]	0402-0423
23.	Kevin E. Gaut, Esq. letter to Brian K. Ziegler dated July 11, 2016	0424
24.	Sentencing Submission dated August 12, 2016, Case No. 16 Cr. 279	0425-0474
25.	Transcript of sentencing hearing held August 19, 2016	0475-0500
26.	Tom Jenkin email to Trisha Thompson dated August 20, 2016	0501-0502
27.	Susan Carletta email to David Staley dated August 25, 2016	0503-0505
28.	Mark A. Clayton letter to Gordon Ramsay, GR Burgr, LLC, Brian Ziegler, and Michael Thomas dated September 2, 2016	0506-0507
29.	Mark A. Clayton letter to Brian Ziegler dated September 2, 2016	0508
30.	Mark A. Clayton letter to Rowen Seibel, Brian K. Ziegler, Esq., Greg Sherry, and Alan M. Lebensfeld, Esq. dated September 2, 2016	0509-0510
31.	Mark A. Clayton letter to FERG, LLC and Certilman Balin Adler & Hyman, LLP dated September 2, 2016	0511
32.	Mark A. Clayton letter to LLTQ Enterprises, LLC and Certilman Balin dated September 2, 2016	0512
33.	Mark A. Clayton letter to MOTI Partners and Robert A. Seibel dated September 2, 2016	0513
34.	Mark A. Clayton letter to TPOV Enterprises, LLC and Robert A. Seibel dated September 2, 2016	0514
35.	Jason E. McTheeney email to Susan Carletta dated September 6, 2016	0515-0517
36.	Mark A. Clayton letter to Gordon Ramsay, GR Burgr, LLC, Brian Ziegler, and Michael Thomas dated September 21, 2016	0518-0519
37.	Verified Petition for Judicial Dissolution and Declaratory Judgment filed in Case No. 12825 dated October 13, 2016	0520-0531
38.	Amended Judgment in a Criminal Case, Case No. 1:16-cv-00279-WHP [Dkt 21] dated November 22, 2016	0532-0537
39.	Order Dissolving GR Burgr, LLC and Appointing Liquidating Trustee, Case No. 12825-VCS dated October 5, 2017	0538-0546
40.	Mark A. Clayton (via <a href="mailto:meitzj@gtlaw.com">meitzj@gtlaw.com</a> ) email to <a href="mailto:agburnett@gcb.nv.gov">agburnett@gcb.nv.gov</a> dated October 23, 2017	0547-0616
41.	A.G. Burnett letter to Mark A. Clayton dated November 6, 2017	0617
42.	Kurt Heyman, Esq. email to <a href="mailto:Brown@chipmanbrown.com">Brown@chipmanbrown.com</a> dated December 13, 2017	0618-0622
43.	Kurt Heyman email to M. Magali Mercera dated December 19, 2017	0623-0624

1	<b>Ex. No.</b>	<b>Description</b>	<b>Bates Nos.</b>
2	44.	Jeffrey J. Zeiger, Esq. email to Kurt Heyman and M. Magali Mercera dated December 21, 2017	0625-0627
3	45.	Daniel R. McNutt, Esq. letter to Becky Harris dated January 30, 2018	0628-0639
4	46.	Deposition transcript excerpts of Amie Sabo dated April 3, 2019	0640-0646
5	47.	Deposition transcript excerpts of J. Jeffrey Frederick dated August 28, 2019	0647-0656
6	48.	Deposition transcript excerpts of Rowen Seibel, Volume II, dated September 25, 2019	0657-0692
7	49.	Aaron D. Lovaas email to counsel dated October 7, 2020	0693-0701
8	50.	Deposition transcript excerpts of the 30(b)(6) representative of the Compliance Committee, Susan Carletta, dated November 5, 2019	0702-0712
9	51.	Craig Green handwritten notes regarding loans	0713
10	52.	Deposition transcript excerpts of the 30(b)(6) of LLTQ Enterprises 16, LLC – Craig Green dated November 13, 2019	0714-0724
11	53.	Deposition transcript excerpts of the 30(b)(6) of Moti Partners, LLC – Craig Green dated November 14, 2019	0725-0732
12	54.	M. Magali Mercera email to Kurt Heyman dated December 13, 2019	0733-0734
13	55.	M. Magali Mercera email to Kurt Heyman dated December 16, 2019	0735-0738
14	56.	M. Magali Mercera email to Kurt Heyman dated March 24, 2020	0739-0740
15	57.	Kurt Heyman email to M. Magali Mercera dated March 25, 2020	0743-0747
16	58.	M. Magali Mercera email to Kurt Heyman dated March 30, 2020	0748-0753
17	59.	Report and Proposed Liquidation Plan for GR Burgr, LLC, Case No. 12825-VCS, dated May 5, 2020	0754-0801
18	60.	Kurt Heyman letter to the Honorable Timothy C. Williams dated May 21, 2020	0802-0859
19	61.	Nominal Plaintiff, GR Burgr LLC's Initial Disclosures Pursuant to N.R.C.P. 16.1 dated July 24, 2020	0860-0862
20	62.	Letter Decision Ordering Adopting Receiver Report, dated October 13, 2020	0863-0868
21	63.	Rowen Seibel's First Supplemental Responses to Desert Palace, Inc.'s First Set of Interrogatories dated October 23, 2020	0869-0894
22	64.	Aaron D. Lovaas email to counsel dated October 29, 2020	0895-0897
23	65.	Rowen Seibel's Responses to Desert Palace, Inc.'s First Set of Requests for Production of Documents dated November 18, 2020	0898-0908
24	66.	Deposition transcript excerpts of Rowen Seibel, Volume III, dated December 1, 2020	0909-0918

Ex. No.	Description	Bates Nos.
67.	Deposition transcript excerpts of Susan H. Carletta dated December 11, 2020	0919-0927
68.	Deposition transcript excerpts of Scott Scherer, Esq. dated December 14, 2020	0928-0935
69.	Plaintiffs' Fourteenth Supplemental Disclosures Pursuant to NRCP 16.1	0936-0954
70.	Deposition transcript excerpts of Randall E. Sayre dated December 18, 2020	0955-0964
71.	Brian Ziegler email to Rowen Seibel dated September 21, 2016	0965-0968
72.	Deposition transcript excerpts of Craig Green, the 30(b)(6) representative of Moti Partners 16, LLC, dated December 16, 2020	0969-0977
73.	Deposition transcript excerpts of Rowen Seibel, Volume II, dated September 25, 2019	0978-0995
74.	Deposition transcript excerpts of the 30(b)(6) representative of Moti Partners, LLC – Craig Green – dated November 14, 2019	0996-1006
75.	Global Agreement for the Utilization of Discovery Across Cases	1007-1082
76.	Deposition transcript excerpts of the 30(b)(6) representative of the Compliance Committee, Susan Carletta, dated November 5, 2019	1083-1094
77.	Deposition transcript excerpts of Thomas Jenkin dated September 14, 2019	1095-1110
78.	Deposition transcript excerpts of Susan H. Carletta dated December 11, 2019	1111-1123
79.	Declaration of Mark A. Clayton dated February 25, 2021	1124-1194
80.	Deposition transcript excerpts of Mark Clayton, Esq. dated September 20, 2019	1195-1205
81.	Deposition transcript excerpts of the 30(b)(6) representative of LLTQ Enterprises, LLC – Craig Green – dated November 12, 2019	1206-1219

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED this 25th day of February 2021.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera

James J. Pisanelli, Esq., #4027  
Debra L. Spinelli, Esq., #9695  
M. Magali Mercera, Esq., #11742  
Brittnie T. Watkins, Esq., #13612  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101

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, Illinois 60654

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 25th day of February 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT** to the following:

John R. Bailey, Esq.  
Dennis L. Kennedy, Esq.  
Joshua P. Gilmore, Esq.  
Paul C. Williams, Esq.  
Stephanie J. Glantz, Esq.  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)  
[DKennedy@BaileyKennedy.com](mailto:DKennedy@BaileyKennedy.com)  
[JGilmore@BaileyKennedy.com](mailto:JGilmore@BaileyKennedy.com)  
[PWilliams@BaileyKennedy.com](mailto:PWilliams@BaileyKennedy.com)  
[SGlantz@BaileyKennedy.com](mailto:SGlantz@BaileyKennedy.com)

*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*

John D. Tennert, Esq.  
Wade Beavers, Esq.  
FENNEMORE CRAIG, P.C.  
7800 Rancharra Parkway  
Reno, NV 89511  
[jtennert@fclaw.com](mailto:jtennert@fclaw.com)  
[wbeavers@fclaw.com](mailto:wbeavers@fclaw.com)

*Attorneys for Gordon Ramsay*

Alan Lebensfeld, Esq.  
LEBENSFELD SHARON &  
SCHWARTZ, P.C.  
140 Broad Street  
Red Bank, NJ 07701  
[alan.lebensfeld@lsandspc.com](mailto:alan.lebensfeld@lsandspc.com)

Mark J. Connot, Esq.  
Kevin M. Sutehall, Esq.  
FOX ROTHCHILD LLP  
1980 Festival Plaza Drive, #700  
Las Vegas, NV 89135  
[mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com)  
[ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com)

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

Aaron D. Lovaas, Esq.  
NEWMAYER & DILLION LLP  
3800 Howard Hughes Pkwy., Suite 700  
Las Vegas, NV 89169  
[aaron.lovaas@ndlf.com](mailto:aaron.lovaas@ndlf.com)

*Attorneys for Nominal Plaintiff  
GR Burgr LLC*

/s/ Cinda Towne  
An employee of PISANELLI BICE PLLC

# EXHIBIT 1

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 2

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 3

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 4

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 5

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 6

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 7

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 8

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 9

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 10

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 11

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 12

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 13

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 14

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 15

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 16

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 17

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 18

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 19

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 20

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 21

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 22

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 23

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 24

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 25

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 26

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 27

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 28

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 29

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 30

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 31

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 32

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 33

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 34

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 35

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 36

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 37



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

\_\_\_\_\_  
In re: GR Burgr, LLC

)  
)  
) C.A. No.:  
)  
)

**VERIFIED PETITION FOR JUDICIAL DISSOLUTION  
AND DECLARATORY JUDGMENT**

Petitioner GR US Licensing LP ("GRUS") hereby petitions the Court for an order dissolving GR Burgr, LLC, a Delaware limited liability company ("GRB" or the "Company") pursuant to 6 *Del. C.* § 18-802 (the "Act") and the terms of the limited liability company agreement governing GRB (the "LLC Agreement"). The grounds for GRUS's petition are as follows:

**NATURE OF THE ACTION**

1. Through this petition GRUS requests that the Court dissolve GRB because the Company has ceased to do business and its ability to carry on any future business is not reasonably practicable in light of the felony conviction of Rowen Seibel ("Seibel"), a 50% member and manager of GRB, and his designation as an "Unsuitable Person" as more particularly set forth below. GRB's sole income generating asset was a Development, Operation and License Agreement (the "Caesars Agreement") with PHW Las Vegas, LLC ("Caesars"), through which GRB licensed certain trademarks to Caesars for use in a single restaurant in the Planet Hollywood casino in Las Vegas, Nevada. Following Seibel's felony conviction,

Caesars determined that Mr. Seibel was an “Unsuitable Person” pursuant to the Caesars Agreement and terminated the Caesars Agreement with GRB because of Mr. Seibel’s association with the Company. With the Caesars Agreement terminated and Seibel’s classification as an Unsuitable Person, it is no longer reasonably practicable for GRB to carry on its business. Seibel cannot be associated or connected with any regulated business, in particular those requiring a gaming or liquor license.

2. The Company’s two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on the future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock, leaving no alternative other than a Court-ordered dissolution of the Company in accordance with 6 *Del. C.* § 18-802.

3. The LLC Agreement provides that the Company may be dissolved pursuant to a judicial decree of dissolution under the Act. LLC Agreement § 13.1(c).

4. The LLC Agreement also provides that GRB is dissolved when “the LLC ceases its business operations on a permanent basis.” *Id.* § 13.1(a).

### **BACKGROUND**

5. The Company is a joint venture created by GRUS, a Delaware limited partnership affiliated with celebrity chef Gordon Ramsay, and Seibel in December 2012 to develop first class restaurants using certain trademarks licensed to the

Company by GRUS (the “GRB Marks”). *See* LLC Agreement, Recitals & § 4.<sup>1</sup> GRUS and Seibel each own a 50% member interest in the Company. *Id.* § 7.2.

6. Under the LLC Agreement, GRUS and Seibel each have the right to designate one Manager of the Company, and all decisions of the Managers must be made based on a majority vote of the Managers—essentially requiring unanimity among the Managers for all decisions. *Id.* § 8.1-8.2. GRUS appointed Stuart Gillies as its designated Manager and Seibel designated himself as a Manager. *Id.* § 8.2.

#### **The Caesars Agreement**

7. On December 13, 2012, the Company entered into the Caesars Agreement with Caesars to allow Caesars use of the GRB Marks in the operation of a restaurant in the Planet Hollywood casino in Las Vegas, Nevada. *See* Caesars Agreement, at 1.<sup>2</sup> Since its formation, the Company had no other business aside from the Caesars Agreement.

8. Because Caesars is a regulated business, subject to and existing because of privileged licenses, including those issued by gaming authorities, the Caesars Agreement required the “highest standards of honesty, integrity, [and] quality...” of GRB and its affiliates, including Seibel. *Id.* § 11.1. The Caesars Agreement required full and frank disclosure by the Company and its associates, including Seibel, and as

---

<sup>1</sup> The LLC Agreement is attached hereto as Exhibit 1.

<sup>2</sup> The Caesars Agreement is attached hereto as Exhibit 2.

a fundamental condition, the Caesars Agreement was expressly conditioned on Caesars being satisfied that the Company, its members and managers, and their respective affiliates are not at any time “Unsuitable Persons.” *Id.* § 2.2. An “Unsuitable Person,” as defined in the Caesars Agreement, is a person “whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain” gaming and alcohol licenses held by Caesars. *Id.* § 1. The Caesars Agreement required written disclosure on an ongoing basis with respect to GRB and its associates concerning any possible designation as an Unsuitable Person. *Id.* § 11.2. Seibel concealed his criminal actions, described in detail below, when the Caesars Agreement was signed, and failed to subsequently disclose these actions, as required.

9. Given the fundamental importance to Caesars as a regulated business, the Caesars Agreement granted Caesars the sole and exclusive judgment to determine whether any person associated with GRB, its members and managers, or its affiliates is an Unsuitable Person, and upon such a determination Caesars had the right to terminate the Caesars Agreement upon written notice. *Id.* § 11.2.

#### **Seibel’s Criminal Actions And Conviction**

10. On April 18, 2016, Seibel plead guilty to a one-count felony criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due

administration of the Internal Revenue Laws) for which the punishment is up to two years imprisonment, and on August 19, 2016, Judge William H. Pauley, III of the Southern District of New York sentenced Seibel to one month of imprisonment, six months of home detention, and 300 hours of community service, and ordered restitution. Judge Pauley described Seibel's actions as "a serious crime against the United States" and found that "the fact is that [Seibel] knew very well what [he was] doing was wrong." Judge Pauley further stated, "Whatever the motivation for getting involved in this scheme and, more importantly, for continuing in the scheme for as long as he did...the fact is that it continued for many years, and he made a whole series of corrupt and misguided decisions to perpetuate it."

11. As Judge Pauley stated, this felony conviction relates to Seibel's actions to hide taxable income from the Internal Revenue Service beginning in 2004. Judge Pauley found that in March of 2004, Seibel traveled to UBS's offices in Switzerland and opened a number of UBS accounts while concealing his identity and taking steps to keep the accounts' existence secret from U.S. tax authorities.

12. Judge Pauley found that in or around May of 2008, after learning from a series of news articles about a government investigation into UBS's efforts to help wealthy Americans evade taxes, Seibel created a Panamanian shell company, of which Seibel was the beneficial owner. Judge Pauley found that Seibel then flew to Switzerland, closed his existing UBS accounts, and in an effort to avoid detection,

opened a bank account in the name of the Panamanian shell company in another Swiss bank.

13. Judge Pauley found that during this time, Seibel filed tax returns that failed to report his overseas income, and he falsely claimed that he did not have an interest or signing authority over a bank account in a foreign country.

14. Judge Pauley found that in the fall of 2009, Seibel learned of an amnesty program that allowed U.S. taxpayers to disclose their previously undeclared foreign accounts. Judge Pauley found that a lawyer for Seibel's mother then prepared an application for this amnesty program which falsely stated that Seibel was unaware of the status of the overseas account and believed that the deposits had been stolen or otherwise disappeared.

15. Seibel did not disclose his application for this amnesty program nor these criminal activities to GRUS or Mr. Ramsay at any time before or during the negotiation, execution or operation of the LLC Agreement and the Caesars Agreement as he was required to do.

**Termination Of The Licensing Agreement Due To Seibel's Classification As An Unsuitable Person**

16. Caesars became aware of Seibel's felony conviction, and, on September 2, 2016, sent notice to GRB and Mr. Ramsay that, in Caesars' judgment, the conviction rendered Seibel an Unsuitable Person under the Caesars Agreement. See Letter from M. Clayton to GR Burgr, LLC, et al., Sept. 2, 2016, attached hereto

as Exhibit 3. Caesars demanded the GRB terminate any relationship with Seibel within ten (10) days and provide Caesars with evidence of such terminated relationship. Caesars warned that if GRB failed to terminate its relationship with Seibel, Caesars would be required to terminate the Caesars Agreement pursuant to Section 4.2.5 thereof.

17. GRUS promptly requested that Seibel terminate his relationship with GRB and sign all necessary documents confirming such termination. *See* Letter from K. Gaut to B. Ziegler, Sept. 2, 2016, attached hereto as Exhibit 4; Letter from K. Gaut to B. Ziegler, Sept. 6, 2016, attached hereto as Exhibit 5.

18. Seibel did not comply with this request, proposing instead to transfer his interest in GRB to a family trust controlled by his attorney and his wife. *See* Letter from B. Ziegler to K. Gaut, Sept. 8, 2016, attached hereto as Exhibit 6.

19. GRUS rejected this proposal, as the arrangement would not terminate Seibel's association with GRB as required by the Caesars Agreement. *See* Letter from K. Gaut to B. Ziegler, Sept. 12, 2016, attached hereto as Exhibit 7. GRUS once again requested Seibel's cooperation in terminating his involvement in the Company in order to satisfy Caesars' demands. *Id.*

20. On September 15, 2016, GRUS informed Caesars that Mr. Ramsay and GRUS had demanded that Seibel terminate his interest in and association with GRB, and that Seibel had declined. *See* Letter from D. Reaser to M. Clayton, Sept. 15,

2016, attached hereto as Exhibit 8. GRUS also informed Caesars that Seibel had proposed to transfer his interest in GRB to a family trust controlled by his attorney and his wife, and that GRUS and Mr. Ramsay rejected that proposal because the arrangement would not terminate Seibel's association with GRB as required by the Caesars Agreement. *Id.* GRUS and Mr. Ramsay asked Caesars to confirm that Caesars agreed with the conclusion that Seibel's proposed transfer was not acceptable. *Id.*

21. On September 16, 2016, Caesars informed GRUS that Caesars had also determined that Seibel's proposed transfer was unacceptable. *See* Letter from M. Clayton to D. Reaser, Sept. 16, 2016, attached hereto as Exhibit 9.

22. On September 21, 2016, Caesars had not received evidence that GRB had disassociated itself with Seibel and therefore terminated the Caesars Agreement pursuant to Sections 4.2.5 and 11.2 of the Caesars Agreement, thus validly terminating the only income generating agreement that GRB had. *See* Letter from M. Clayton to GR Burgr, LLC, et al., Sept. 21, 2016, attached hereto as Exhibit 10.

#### **COUNT I: JUDICIAL DISSOLUTION**

23. Petitioner repeats and realleges the allegations set forth in the preceding paragraphs as if set forth fully herein.

24. The Company was formed with the purpose to plan, develop, build, and operate a first-class restaurant in the Planet Hollywood casino pursuant to the

Caesars Agreement between Caesars and GRB. GRB has no other restaurants or business activity.

25. Caesars has deemed Seibel an Unsuitable Person under the Caesars Agreement because of his felony conviction and terminated the Caesars Agreement because of GRB's association with Seibel. Without the Caesars Agreement, GRB has no business. Moreover, with Seibel's felony conviction, it is not reasonably practicable for GRB to pursue any future business because being associated with an Unsuitable Person such as Seibel has disqualified GRB from future business opportunities with Caesars and all other casinos and regulated businesses. In addition, due to Seibel's previous actions relating to GRB that GRUS deemed unacceptable, GRUS confirmed in 2014 that it would not consider nor allow GRB to enter into any other restaurant or business activity whatsoever.

26. All decisions of the Company must be made by a majority vote of the Managers of GRB, and Seibel, as one of the Company's two Managers, has refused all requests to cooperate in terminating his association with GRB. As such, the Managers are deadlocked as to the future of the Company. Moreover, the Managers of GRB do not meet and do not speak due to Seibel's criminal activities and his designation as an Unsuitable Person. There is no mechanism in the LLC Agreement to resolve this deadlock.

27. Section 13.1(c) of the LLC Agreement provides that the Company may be dissolved upon a decree of judicial dissolution pursuant to 6 *Del. C.* § 18-802.

28. For the foregoing reasons, and because it is not reasonably practicable to carry on the business of the Company in conformity with the LLC Agreement, the purpose of the business has been frustrated and the perpetuation of the Company would be futile. The judicial dissolution of GRB is necessary and appropriate and GRUS should not be prejudiced further by the actions of Seibel. The gaming regulators will require GRUS and Mr. Ramsay to completely disassociate from Seibel.

**COUNT II: DECLARATION THAT A DISSOLUTION EVENT HAS  
OCCURRED PURSUANT TO THE LLC AGREEMENT**

29. Petitioner repeats and realleges the allegations set forth in the preceding paragraphs as if set forth fully herein.

30. Section 13.1(a) of the LLC Agreement provides that the Company shall be dissolved when “the LLC ceases its business operations on a permanent basis.”

31. GRB’s sole income generating asset—the Caesars Agreement—was terminated, and GRB as an entity has no income and cannot continue its operations without the Caesars Agreement. In light of Seibel’s refusal to disassociate himself from the Company, Caesars as a regulated business had no option but to terminate the Caesars Agreement and as a consequence GBR cannot continue business with Caesars. Moreover, GRUS is not willing to have GBR engage in any further business

activities whatsoever. Therefore, GRB has ceased its business operations on a permanent basis.

32. For the foregoing reason, the Petitioner seeks declaratory judgment that the Company is dissolved pursuant to Section 13.1(a) of the LLC Agreement.

**PRAYER FOR RELIEF**

WHEREFORE, GRUS respectfully requests that the Court enter an Order:

1. Dissolving the Company pursuant to 6 *Del. C.* § 18-802 and/or declaring that the Company is dissolved pursuant to Section 13.1(a) of the LLC Agreement;
2. Appointing Stuart Gillies as liquidating trustee of the Company to oversee the winding up of the Company's business and affairs;
3. Directing and approving that the business and affairs of the Company be wound-up, its assets liquidated in accordance with the Act and the LLC Agreement, and its filing of a certificate of termination pursuant to the Act;
4. Awarding GRUS its costs and expenses, including attorneys' fees; and
5. Granting such other relief as the Court deems proper and just.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

Paul D. Montclare  
Jacob Albertson  
MITCHELL SILBERGERG  
& KNUPP LLP  
12 East 49<sup>th</sup> Street, 30<sup>th</sup> Floor  
New York, NY 10017  
(212) 509-3900

By: /s/ Donald J. Wolfe, Jr.

Donald J. Wolfe, Jr. (No. 285)  
Matthew E. Fischer (No. 3092)  
Timothy R. Dudderar (No. 3890)  
T. Brad Davey (No. 5094)  
Jacqueline A. Rogers (No. 5793)  
1313 North Market Street  
Hercules Plaza, 6<sup>th</sup> Floor  
Wilmington, Delaware 19801  
(302) 984-6000

Dated: October 13, 2016  
1235197

*Attorneys for Petitioner GR US Licensing LP*

# EXHIBIT 38

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 39



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

In re: GR Burgr, LLC	)	
_____	)	
	)	
ROWEN SEIBEL,	)	
	)	
Respondent and Counterclaim	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 12825-VCS
	)	
GR US LICENSING, LP ,	)	
	)	
Petitioner and Counterclaim	)	
Defendant,	)	
	)	
and	)	
	)	
GR BURGR, LLC,	)	
	)	
Nominal Defendant.	)	
_____	)	

**ORDER DISSOLVING GR BURGR, LLC AND APPOINTING  
LIQUIDATING TRUSTEE**

WHEREAS, on October 13, 2016, GR US Licensing, LP (“GRUS” or “Petitioner”) filed a Verified Petition for Judicial Dissolution of GR Burgr, LLC (the “Petition”), in which Petitioner sought an order of judicial dissolution of GR Burgr, LLC (“GRB”) pursuant to 6 *Del. C.* § 18-802, as well as the appointment of a liquidating trustee for the winding up of GRB pursuant to 6 *Del. C.* § 18-803;

WHEREAS, on November 23, 2016, Rowen Seibel filed an Answer to the Petition, in which he opposed the dissolution of GRB, and Verified Counterclaims Against GRUS on behalf of GRB (the “Delaware Counterclaims”);

WHEREAS, on December 13, 2016, Petitioner moved for judgment on the pleadings on its Petition (the “Motion”), and also moved to dismiss the Delaware Counterclaims and stay the Delaware Counterclaims pending resolution of the Motion;

WHEREAS, on January 3, 2017, the Court ruled that it would decide the Motion before addressing GRUS’s motion to dismiss the Delaware Counterclaims and stayed all other aspects of the case;

WHEREAS, on January 11, 2017, Seibel filed derivative claims on behalf of GRB in Nevada (the “Nevada Claims”); and

WHEREAS, the Court, having considered the merits of the Motion and, for the reasons set forth in its August 25, 2017 memorandum opinion (the “Memorandum Opinion”), and finding good cause for GRB to be dissolved and wound up under the supervision and authority of a liquidating trustee appointed by the Court who shall possess the broadest authority, consistent with the Delaware Limited Liability Company Act (the “Act”) to oversee the dissolution and winding up of GRB.

NOW, THEREFORE, this 5<sup>th</sup> day of October, 2017, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Motion. Having found good cause therefore, the Petitioner's Motion for Judgment on the Pleadings Concerning the Petition is hereby GRANTED.

2. Dissolution and Winding Up. Pursuant to 6 *Del. C.* § 18-802, the Court, having concluded that it is no longer reasonably practicable to carry on the business of GRB, hereby orders that GRB shall be deemed dissolved as of the date of this Order, and GRB's affairs shall be promptly wound up by a liquidating trustee under the direction of this Court and in accordance with the Act and the limited liability company agreement of GRB (the "LLC Agreement").

3. Appointment Of Liquidating Trustee. Pursuant to 6 *Del. C.* § 18-803(a), Kurt Heyman, Esq. is hereby appointed as the liquidating trustee of GRB (the "Liquidating Trustee") with the powers and duties specified in this Order.

4. Acceptance And Term of Appointment Of Liquidating Trustee. The Liquidating Trustee shall file in this Court a written acceptance of the appointment. The Liquidating Trustee shall serve at the pleasure of the Court, and the provisions of this Order shall remain in effect pending further Order of the Court.

5. General Powers Of Liquidating Trustee. The Liquidating Trustee shall have all the powers generally available to a trustee, custodian, or receiver

appointed pursuant to 6 *Del. C.* § 18-803, unless the exercise of any said power would be inconsistent with any specific provision of this Order or any other Order entered by the Court in this action. Upon appointment, the Liquidating Trustee shall have full control and dominion over the dissolution and liquidation of GRB and shall have access to all books and records of GRB.

6. Authority To Act. The Liquidating Trustee is authorized and empowered with the sole and exclusive authority to act through and in the name of GRB as necessary (a) to carry out all duties hereunder; (b) to identify and marshal the assets of GRB and liquidate those assets, including the Delaware Counterclaims (to the extent such claims are derivative) and Nevada Claims, in the manner the Liquidating Trustee determines is in the best interests of GRB; (c) to prosecute and defend any litigation by or on behalf of GRB; (d) to wind up the affairs of GRB in accordance with the terms of the Act and the LLC Agreement; and (e) to execute and/or deliver, or cause to be executed and/or delivered, all assignments, instruments, pleadings, and documents necessary to carry out the Liquidating Trustee's duties as outlined in this Order. The Liquidating Trustee also shall have authority, but shall not be required, to petition this Court for instructions at any time from time to time.

7. Waiver Of Duties. The provisions of Court of Chancery Rules 149-168, which apply to the duties of a receiver and/or liquidating trustee of limited

liability companies, are hereby waived and the Liquidating Trustee shall not be required to post a bond. In lieu of these provisions, the Liquidating Trustee shall provide interim summary reports to the Court every three months following the date of this Order, until the winding up is complete. The Liquidating Trustee will provide these interim reports to the Court via U.S. Mail, with copies to counsel of record for the parties in this action/and the Court will file a copy of each report on the docket upon receipt.

8. Reports To And Consultation With Members. The Liquidating Trustee may, to the extent deemed practical or necessary, consult with the members of GRB (“Members”) and/or their representatives with respect to the Liquidating Trustee’s performance of his various duties under this Order, but shall not be subject to their direction or control, and shall not be required to take any course of action the Members otherwise would or would not take. The Liquidating Trustee may periodically confer with the Members and/or their representatives by teleconference or in person, and, at the Liquidating Trustee’s sole discretion, may meet with the Members and/or their representatives individually or together. At any time, either Member may request assistance or action from the Liquidating Trustee. Such conferences shall occur at such intervals as the Liquidating Trustee deems appropriate, with the agenda for such conferences determined in advance to the extent reasonably possible. The Members, GRB, and their employees and

agents shall cooperate with the Liquidating Trustee and each other to wind up GRB and distribute GRB's assets as required by the LLC Agreement.

9. Presumptions; Good Faith Reliance. All actions taken by the Liquidating Trustee pursuant to this Order in the right of GRB to cause GRB to take action shall be presumed to be taken on an informed basis, in good faith, and in the honest belief that such actions taken were in the best interests of GRB. In causing GRB to take action, the Liquidating Trustee shall be fully protected to the fullest extent permitted by 6 *Del. C.* § 18–406 in relying in good faith upon the records of GRB and upon information, opinions, reports or statements presented by the Members, an officer or employee of GRB, or by any other person as to matters the Liquidating Trustee reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of GRB or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the winding up of GRB.

10. Indemnification/Advancement And Exculpation. The appointment of the Liquidating Trustee hereunder shall be binding upon the officers, managers, employees, directors and Members of GRB. The Liquidating Trustee shall have no liability to GRB, its Members, or any other person for acts taken in good faith

pursuant to this Order, and none of the Members, nor any other person purporting to act as a director, manager, officer, employee, advisor or Member of GRB shall institute any legal proceeding other than in this Court challenging any action, recommendation, or decision by the Liquidating Trustee in performing the duties hereunder. The Liquidating Trustee shall be entitled to all protection, limitation from liability, and immunity available at law or in equity to a Court-appointed Liquidating Trustee including, without limitation, all protection, limitation from liability, and immunity provided by the indemnification provisions of applicable law. Expenses, including attorneys' fees, incurred by the Liquidating Trustee in defending any civil, criminal, administrative or investigative action, suit or proceeding arising by reason of or in connection with the Liquidating Trustee's designation as Liquidating Trustee for GRB, or in the performance of the duties hereunder, shall be paid by GRB, in advance of the final disposition of such action, suit or proceeding subject to the repayment of such amount if it shall be ultimately determined by this Court that the Liquidating Trustee is not entitled to be indemnified under applicable Delaware law.

11. Cancellation. Upon completion of the winding up of GRB and the distribution of the proceeds of dissolution pursuant to the LLC Agreement, the Liquidating Trustee shall execute and file a certificate of cancellation in the Office of the Secretary of State of the State of Delaware.

12. Compensation Of The Liquidating Trustee. The Liquidating Trustee shall be compensated by GRB at his usual hourly rate from the assets of GRB **as determined by the Liquidating Trustee.** Reasonable travel and other expenses incurred by the Liquidating Trustee shall be paid directly to the Liquidating Trustee by GRB from the assets of GRB. The Liquidating Trustee shall petition the Court quarterly, or at such other interval as the Court may direct, for approval of fees and expenses. Any fees and expenses approved by the Court shall be paid promptly by GRB from the assets of GRB.

13. Authority To Retain Advisors. If necessary, the Liquidating Trustee may retain counsel or other advisors to advise the Liquidating Trustee with respect to his or her duties under this Order, the Act, and the LLC Agreement. If the Liquidating Trustee is an attorney, the counsel retained by the Liquidating Trustee may be the law firm of which the Liquidating Trustee is a partner. The fees and expenses of any advisors retained by the Liquidating Trustee shall be paid by GRB from the assets of GRB.

14. Reservation of Jurisdiction. The Court reserves jurisdiction over this matter, including jurisdiction to consider any applications that the Liquidating Trustee may make for the Court's assistance in addressing any problems encountered by the Liquidating Trustee in performing his or her duties hereunder

and any applications by any party arising out of or related to any action or decision of the Liquidating Trustee or any of his or her agents.

SO ORDERED this 5<sup>th</sup> day of October, 2017.

*/s/ Joseph R. Slights III*

Vice Chancellor

# EXHIBIT 40

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 41

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 42

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 43

**From:** [Kurt Heyman](#)  
**To:** [Magali Mercera](#)  
**Cc:** [Debra Spinelli](#); [James Pisanelli](#); [Brittnie T. Watkins](#); [Zeiger, Jeffrey J. \(jzeiger@kirkland.com\)](#); [Brown@chipmanbrown.com](#); [TDudderar@Potteranderson.com](#); [PAUL B. SWEENEY \(PSweeney@certilmanbalin.com\)](#); [Aaron Nelson](#)  
**Subject:** Re: Desert Palace, Inc., et al. v. Seibel, et al.  
**Date:** Tuesday, December 19, 2017 6:41:16 PM

---

Magali:

That is unfortunate. With my appointment just confirmed and the holidays here, there is no way I am going to complete my work by then. The case is certainly not expedited, and I don't think it's necessary for me to rush in order to meet some artificial deadline. If necessary, I will retain local counsel in NV to seek a longer extension.

Kurt

Sent from my iPhone

On Dec 19, 2017, at 6:59 PM, Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)> wrote:

Kurt,

My name is Magali Mercera and I'm an associate working on this matter with Debra Spinelli. At this time, we cannot agree to an indefinite extension to respond to the complaint. However, we agreed to grant all of the Defendants an extension until **January 5, 2018** to respond to the complaint. As that deadline approaches, if you need additional time, we'd be happy to set-up a call to discuss.

In the interim, if you have any questions or need additional information, please do not hesitate to contact us.

Best regards,

**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](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman [<mailto:kheyman@hegh.law>]

**Sent:** Monday, December 18, 2017 7:35 AM  
**To:** Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>  
**Cc:** Zeiger, Jeffrey J. <[jzeiger@kirkland.com](mailto:jzeiger@kirkland.com)>; Paul Brown  
<[Brown@chipmanbrown.com](mailto:Brown@chipmanbrown.com)>; Dudderar, Timothy R.  
<[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; PAUL B. SWEENEY  
<[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>  
**Subject:** Desert Palace, Inc., et al. v. Seibel, et al.  
**Importance:** High

Deb:

My appointment as liquidating trustee for GR BURGR was confirmed last week. I understand that you have granted GR BURGR an extension until December 27 to respond to the complaint in the above action pending in Nevada state court. Please let me know whether you would be willing to enter into an indefinite extension for GR BURGR so that I can have time to analyze the various pending claims and attempt to reach a resolution.

Thank you.

Kurt

<image003.jpg>

<!--[if !vml]--><!--[endif]-->Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
Please note our new firm name and email addresses. This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

# EXHIBIT 44

**From:** [Zeiger, Jeffrey J.](#)  
**To:** [\\*kheyman@hegh.law](mailto:kheyman@hegh.law); [Magali Mercera](#)  
**Cc:** [Debra Spinelli](#); [James Pisanelli](#); [Brittnie T. Watkins](#); [Aaron Nelson](#); [Arnault, Bill](#)  
**Subject:** RE: Desert Palace, Inc., et al. v. Seibel, et al.  
**Date:** Thursday, December 21, 2017 3:28:48 PM

---

Kurt -- per our discussion earlier today, I've confirmed with the client that we're ok extending GRB's answer date until February 15, 2018. Thanks.

Jeff

**Jeffrey J. Zeiger, P.C.**

---

**KIRKLAND & ELLIS LLP**  
300 North LaSalle, Chicago, IL 60654  
**T** +1 312 862 3237 **M** +1 773 263 2745  
**F** +1 312 862 2200

[jeffrey.zeiger@kirkland.com](mailto:jeffrey.zeiger@kirkland.com)

---

**From:** Kurt Heyman [mailto:kheyman@hegh.law]  
**Sent:** Tuesday, December 19, 2017 8:41 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>  
**Cc:** Debra Spinelli <dls@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Zeiger, Jeffrey J. <jzeiger@kirkland.com>; Brown@chipmanbrown.com; TDudderar@Potteranderson.com; PAUL B. SWEENEY (PSweeney@certilmanbalin.com) <PSweeney@certilmanbalin.com>; Aaron Nelson <anelson@hegh.law>  
**Subject:** Re: Desert Palace, Inc., et al. v. Seibel, et al.

Magali:

That is unfortunate. With my appointment just confirmed and the holidays here, there is no way I am going to complete my work by then. The case is certainly not expedited, and I don't think it's necessary for me to rush in order to meet some artificial deadline. If necessary, I will retain local counsel in NV to seek a longer extension.

Kurt

Sent from my iPhone

On Dec 19, 2017, at 6:59 PM, Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)> wrote:

Kurt,

My name is Magali Mercera and I'm an associate working on this matter with Debra Spinelli. At this time, we cannot agree to an indefinite extension to respond to the

complaint. However, we agreed to grant all of the Defendants an extension until **January 5, 2018** to respond to the complaint. As that deadline approaches, if you need additional time, we'd be happy to set-up a call to discuss.

In the interim, if you have any questions or need additional information, please do not hesitate to contact us.

Best regards,

**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](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman [<mailto:kheyman@hegh.law>]

**Sent:** Monday, December 18, 2017 7:35 AM

**To:** Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>

**Cc:** Zeiger, Jeffrey J. <[jzeiger@kirkland.com](mailto:jzeiger@kirkland.com)>; Paul Brown

<[Brown@chipmanbrown.com](mailto:Brown@chipmanbrown.com)>; Dudderar, Timothy R.

<[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; PAUL B. SWEENEY

<[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>

**Subject:** Desert Palace, Inc., et al. v. Seibel, et al.

**Importance:** High

Deb:

My appointment as liquidating trustee for GR BURGR was confirmed last week. I understand that you have granted GR BURGR an extension until December 27 to respond to the complaint in the above action pending in Nevada state court. Please let me know whether you would be willing to enter into an indefinite extension for GR BURGR so that I can have time to analyze the various pending claims and attempt to reach a resolution.

Thank you.

Kurt

<image003.jpg>Kurt M. Heyman

HEYMAN ENERIO GATTUSO & HIRZEL LLP

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
Please note our new firm name and email addresses. This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. HEYMAN ENERIO GATTUSO & HIRZEL LLP does not render tax or securities advice.

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email or by email to [postmaster@kirkland.com](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

0627

SA0117

# EXHIBIT 45

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 46

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 47

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 )  
BURGER LLC, a Delaware )  
limited liability company, )

Plaintiffs,

vs.

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

Defendants.

and

GR BURGER 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

VOLUME I

VIDEOTAPED DEPOSITION OF J. JEFFREY FREDERICK

LAS VEGAS, NEVADA

WEDNESDAY, AUGUST 28, 2019

Reported by: Monice K. Campbell, NV CCR No. 312

Job No.: 3428

1 VIDEOTAPED DEPOSITION OF J. JEFFREY FREDERICK,  
2 Volume I, held at Pisanelli Bice, located at  
3 400 South 7th Street, Suite 300, Las Vegas, Nevada,  
4 on Wednesday, August 28, 2019, at 1:43 p.m., before  
5 Monice K. Campbell, Certified Court Reporter, in and  
6 for the State of Nevada.

7  
8 APPEARANCES:

9 For Rowen Seibel; DNT Acquisition LLC; MOTI Partners,  
10 LLC, MOTI Partners 16, LLC; LLTQ Enterprises, LLC;  
11 LLTQ Enterprises 16, LLC; FERG, LLC; TPOV  
Enterprises, LLC; and TPOV Enterprises 16, LLC:

12 SCAROLA ZUBATOV SCHAFFZIN PLLC  
13 BY: STEVEN C. BENNETT, ESQ.  
14 1700 Broadway, 41st Floor  
15 New York, New York 10019  
217.757.0007  
steve.bennett@szslaw.com

16 For the Plaintiff in Intervention, The Original  
Homestead Restaurant, Inc.:

17 (Present Telephonically)

18 LEBENSFELD SHARON & SCHWARTZ, P.C.  
19 BY: ALAN LEBENSFELD, ESQ.  
20 140 Broad Street  
21 Red Bank, New Jersey 07701  
(732) 530-4600  
alan.lebensfeld@lsandspc.com

## 1 APPEARANCES:

2 For Desert Palace, Inc; Paris Las Vegas Operating  
3 Company, LLC; PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City:

4 PISANELLI BICE PLLC  
5 BY: JAMES J. PISANELLI, ESQ.  
6 BY: M. MAGALI MERCERA, ESQ.  
7 400 South 7th Street, Suite 300  
8 Las Vegas, Nevada 89101  
702.214.2100  
jjp@pisanellibice.com  
mmm@pisanellibice.com

9 For DNT Acquisition LLC:

10 ATKINSON LAW ASSOCIATES LTD  
11 BY: ROBERT E. ATKINSON, ESQ.  
12 8965 South Eastern Avenue, Suite 260  
13 Las Vegas, Nevada 89123  
702.614.0600  
robert@nv-lawfirm.com

14 For Gordon Ramsay:

15 FENNEMORE CRAIG  
16 BY: JOHN D. TENNERT III, ESQ.  
17 300 East Second Street, Suite 1510  
18 Reno, Nevada 89501  
775.788.2212  
jtennert@fclaw.com

19 The Videographer:

20 JARED MAREZ

21 CHRISTINE CHANG

22 Also Present:

23 (Telephonically)

24 MARC SHERRY

25 GREG SHERRY

\* \* \* \* \*

LAS VEGAS, NEVADA; WEDNESDAY, AUGUST 28, 2019

1:43 P.M.

\* \* \*

THE VIDEOGRAPHER: Today's date is  
August 28th, 2019, and the time is approximately  
1:43 p.m.

The deponent is J. Jeffrey Frederick.  
This is case number A-17-760537-B, filed in  
District Court, Clark County, Nevada, entitled  
Desert Palace versus Seibel.

My name is Jared Marez of Envision Legal  
Solutions. I am the videographer. The court  
reporter is Monice Campbell.

The location of this deposition is the  
offices of Pisanelli Bice, PLLC, located at  
400 South 7th Street, Suite 300, Las Vegas, Nevada  
89101.

Will all counsel please identify  
themselves and the court reporter will administer  
the oath.

MR. PISANELLI: James Pisanelli on behalf  
of the Caesars entities.

MS. MERCERA: Magali Mercera on behalf of  
the Caesars entities.

1 MS. CHANG: Christine Chang, in-house  
2 counsel for Caesars entities.

3 MR. TENNERT: John Tennert on behalf of  
4 Gordon Ramsay.

5 MR. BENNETT: Steven Bennett on behalf of  
6 Rowen Seibel, TPOV, and related entities.

7 MR. ATKINSON: Robert Atkinson on behalf  
8 of Jeffrey Frederick.

9 MR. LEBENSFELD: Alan Lebensfeld on  
10 behalf of plaintiff in intervention, The Original  
11 Homestead Restaurant, Inc.

12 Whereupon,

13 J. JEFFREY FREDERICK,  
14 having been sworn to testify to the truth, the whole  
15 truth, and nothing but the truth, was examined and  
16 testified under oath as follows:

17 - - -

18 MR. BENNETT: Do you want to put that  
19 stipulation on?

20 MS. MERCERA: Sure. Before we get  
21 started, the parties have agreed that for purposes  
22 of this deposition, it will be allowed to be used  
23 in both the state court matter and the federal  
24 court matters here pending in Nevada.

25 A formal stipulation will follow, but for

1 purposes of this deposition, the parties are in  
2 agreement it can be used for both.

3 MR. BENNETT: Agreed.

4 MR. PISANELLI: Steve, do you also -- and  
5 counsel on the phone, do you also want to agree,  
6 for purposes of these depositions, that an  
7 objection by one party can be joined by all, that  
8 we don't need --

9 MR. BENNETT: Good idea.

10 MR. PISANELLI: -- every lawyer to speak  
11 up and say I'm joining or not; it's assumed that if  
12 one person objects, everyone reserves the right on  
13 joinder, something to that effect?

14 MR. BENNETT: Great.

15 MR. PISANELLI: Al, does that make sense  
16 to you?

17 MR. LEBENSFELD: I agree.

18 MR. ATKINSON: Is there any blanket  
19 objections relating to conversations between  
20 Mr. Frederick and Caesars counsel that might have  
21 occurred back in the day?

22 MS. MERCERA: Yes. Caesars is not  
23 waiving its privilege with respect to any  
24 communications that you may have had at the time  
25 you were an employee with Caesars.

1           We may have to take it on a case-by-case  
2 basis for a specific question, but if at any point  
3 you think that any of our questions would ask you  
4 to reveal communication that you had with the  
5 Caesars attorney, let us know so that we can  
6 determine if privilege needs to be asserted.

7           THE WITNESS: Okay.

8           MS. MERCERA: Does that make sense?

9           THE WITNESS: It does make sense.

10          MR. PISANELLI: Before we get started,  
11 could everyone on the phone put their phones on  
12 mute, please.

13                           EXAMINATION

14 BY MR. PISANELLI:

15          Q.    So the point, Mr. Frederick, to always  
16 consider in answering your questions, is you should  
17 never interpret any of our questions on behalf of  
18 the Caesars entities as asking you to disclose what  
19 you may believe to be a privileged answer, a piece  
20 of information. As with any deposition, we don't  
21 always know what you know in advance --

22          A.    I understand.

23          Q.    -- or what the source of your information  
24 may be in advance. So if I do ask you something  
25 that you're concerned may require you to disclose a

1 not something that would have been brought to your  
2 attention anyway; is that fair?

3 MR. BENNETT: Objection.

4 THE WITNESS: I would like to answer  
5 there was one instance that has nothing to do with  
6 this case that I was led to believe that a  
7 restaurant we were working on with another chef was  
8 going to be delayed because they were working on  
9 suitability issues, but a completely separate  
10 situation.

11 BY MR. PISANELLI:

12 Q. All right. Yes or no -- never mind.  
13 Strike that.

14 Did Mr. Seibel ever talk to you about any  
15 tax problems that he or his family had?

16 A. He talked to me about a tax problem that  
17 his mom had.

18 Q. We asked -- this is another interrogatory  
19 again. I'm not trying to trick you. This is  
20 Interrogatory Number 23 in Exhibit C1.

21 So the question posed in Question 23 was  
22 asking you to identify when you first learned about  
23 Mr. Seibel's tax evasion, and then asking you to  
24 include in your answer all the facts you learned  
25 from him on that topic.

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )

3 ) SS:

4 COUNTY OF CLARK )

5  
6 I, Monice K. Campbell, a duly  
7 commissioned and licensed court reporter, Clark  
8 County, State of Nevada, do hereby certify: That I  
9 reported the taking of the deposition of the  
10 witness, J. JEFFREY FREDERICK, commencing on  
11 Wednesday, August 28, 2019, at 1:43 p.m.;

12  
13 That prior to being examined, the witness  
14 was, by me, duly sworn to testify to the truth.  
15 That I thereafter transcribed my said shorthand  
16 notes into typewriting and that the typewritten  
17 transcript of said deposition is a complete, true,  
18 and accurate transcription of said shorthand notes.

19  
20 I further certify that I am not a relative or  
21 employee of an attorney or counsel or any of the  
22 parties, nor a relative or employee of an attorney or  
23 counsel involved in said action, nor a person  
24 financially interested in the action; that a request  
25 has been made to review the transcript.

1  
2 IN WITNESS THEREOF, I have hereunto set my hand  
3 in my office in the County of Clark, State of Nevada,  
4 this 4th day of September, 2019.

5 

6 \_\_\_\_\_  
7 Monice K. Campbell, CCR No. 312  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

# EXHIBIT 48

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 49

**From:** [Aaron D. Lovaas](#)  
**To:** [Joshua Gilmore](#); [Magali Mercera](#); [Alan Lebensfeld](#); [TENNERT, JOHN](#); [Debra Spinelli](#); [Paul Williams](#); [Stephanie Glantz](#); [BEAVERS, WADE](#); [mconnot@foxrothschild.com](#); [ksutehall@foxrothschild.com](#); [Susan Russo](#)  
**Cc:** [James Pisanelli](#); [Emily A. Buchwald](#); [Robert A. Ryan](#); [Brittnie T. Watkins](#); [Diana Barton](#); [Cinda C. Towne](#)  
**Subject:** Re: [EXTERNAL]:RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition  
**Date:** Wednesday, October 07, 2020 6:01:22 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

CAUTION: External Email

Counsel,

So there is nothing unclear on the record tomorrow regarding appearances, neither I nor anyone else on behalf of GR Burgr, LLC will be appearing at the deposition. Thanks.

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

---

**From:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>  
**Sent:** Wednesday, October 7, 2020 8:25:13 AM  
**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Paul Williams <[PWWilliams@baileykennedy.com](mailto:PWWilliams@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; BEAVERS, WADE <[WBEAVERS@fclaw.com](mailto:WBEAVERS@fclaw.com)>; mconnot@foxrothschild.com <[mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com)>; ksutehall@foxrothschild.com <[ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com)>; Aaron D. Lovaas <[Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com)>; Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Diana Barton <[DB@pisanellibice.com](mailto:DB@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>  
**Subject:** [EXTERNAL]:RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Thanks, we'll plan to start at 8 AM PST.

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](mailto:JGilmore@BaileyKennedy.com)  
[www.BaileyKennedy.com](http://www.BaileyKennedy.com)

-----

This e-mail message is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at 702-562-8820 and delete this e-mail message and any attachments from your workstation or network mail system.

---

**From:** Magali Mercera <mmm@pisanellibice.com>

**Sent:** Tuesday, October 6, 2020 3:53 PM

**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; TENNERT, JOHN <jtennert@fclaw.com>; Debra Spinelli <dls@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; BEAVERS, WADE <WBEAVERS@fclaw.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com; Susan Russo <SRusso@baileykennedy.com>

**Cc:** James Pisanelli <jjp@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>

**Subject:** RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Josh –

We do not anticipate that the deposition will take the full day. Accordingly, to accommodate your request, we can start the deposition at 8am (PST) if everyone is amenable. Please advise so that we can coordinate with the court reporter.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>

**Sent:** Monday, October 5, 2020 4:01 PM

**To:** Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; BEAVERS, WADE <[WBEAVERS@fclaw.com](mailto:WBEAVERS@fclaw.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com); Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>

**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Diana Barton <[DB@pisanellibice.com](mailto:DB@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>

**Subject:** RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

CAUTION: External Email

Good afternoon. I'm following up on the start time for this deposition (an issue I mentioned during an unrelated meet and confer between our office and Caesars' counsel last week). The deposition is currently scheduled to begin at 9 AM PST. Because the deponent and his counsel are in New York, if the deposition is likely to go all day, we request that the deposition start earlier to accommodate those on the east coast. Please let me know your thoughts. Thanks. 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](mailto:JGilmore@BaileyKennedy.com)  
[www.BaileyKennedy.com](http://www.BaileyKennedy.com)

-----

This e-mail message is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at 702-562-8820 and delete this e-mail message and any attachments from your workstation or network mail system.

---

**From:** Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>  
**Sent:** Thursday, September 3, 2020 6:26 AM  
**To:** TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Paul Williams <[PWWilliams@baileykennedy.com](mailto:PWWilliams@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; BEAVERS, WADE <[WBEAVERS@fclaw.com](mailto:WBEAVERS@fclaw.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com); Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittanie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Diana Barton <[DB@pisanellibice.com](mailto:DB@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>  
**Subject:** RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Works for me as well. Thank you.

---

**From:** TENNERT, JOHN [<mailto:jtennert@fclaw.com>]  
**Sent:** Wednesday, September 02, 2020 8:53 PM  
**To:** Debra Spinelli; Joshua Gilmore; Magali Mercera; Paul Williams; Stephanie Glantz; BEAVERS, WADE; Alan Lebensfeld; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com); Susan Russo  
**Cc:** James Pisanelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Diana Barton; Cinda C. Towne; Magali Mercera  
**Subject:** RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Debbie and Josh, October 8 works for us. Thanks,

John D. Tennert III, Director

---

FENNEMORE CRAIG

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



**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:** Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>

**Sent:** Wednesday, September 2, 2020 5:51 PM

**To:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; BEAVERS, WADE <[WBEAVERS@fclaw.com](mailto:WBEAVERS@fclaw.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com);

[ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com); Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>

**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittanie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Diana Barton <[DB@pisanellibice.com](mailto:DB@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>

**Subject:** Re: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Thanks, Josh. October 8 works best for us. We'll prepare and serve a formal notice and then work on the logistics associated with that. I do think it is fair to say that this deposition will be remote and through video conference.

Thanks,

Debbie

---

**From:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>

**Sent:** Wednesday, August 26, 2020 5:14 PM

**To:** Magali Mercera; Paul Williams; Stephanie Glantz; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); BEAVERS, WADE; Alan Lebensfeld; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com)

**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Diana Barton; Susan Russo

**Subject:** RE: Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

CAUTION: External Email

Debbie,

Good afternoon.

In response to Magali's below email, Brian Ziegler will be appearing on behalf of the Trust. Taking into account his, Paul Sweeney's, and my availability, the following dates work:

September 30

October 6

October 8

October 13

October 16

Please let me know if one or more of those dates works for you.

I anticipate that the deposition will occur by video conference since Paul and Brian reside in NY. If so, Paul informed me that his office has a large conference room that can accommodate the deposition. Please let me know if you have an issue with them being at their offices for the deposition.

Thanks.

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](mailto:JGilmore@BaileyKennedy.com)  
[www.BaileyKennedy.com](http://www.BaileyKennedy.com)

-----  
This e-mail message is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at 702-562-8820 and delete this e-mail message and any attachments from your workstation or network mail system.

---

**From:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>

**Sent:** Tuesday, July 21, 2020 11:20 AM

**To:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWWilliams@baileykennedy.com](mailto:PWWilliams@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); BEAVERS, WADE <[WBEAVERS@fclaw.com](mailto:WBEAVERS@fclaw.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com)

**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Diana Barton <[DB@pisanellibice.com](mailto:DB@pisanellibice.com)>

**Subject:** Desert Palace v. Seibel: Seibel Family 2016 Trust Deposition

Josh –

As a follow-up to our call last week, please see the topics below for the deposition of the Rule

30(b)(6) designee(s) of the Seibel Family 2016 Trust. These topics are being provided to you to assist you in designating your witness(es) and providing us an available date for the deposition. Once we receive availability from you for the designee(s), we will serve the formal deposition subpoena which you have indicated you are authorized to accept service of. By providing these topics to you, Caesars is not waving any rights to serve a subpoena with revised and/or additional topics, as necessary.

Topics for Examination:

1. Knowledge and understanding regarding the creation, ownership, and control of the Seibel Family 2016 Trust from the date of its creation to the present.
2. Knowledge and understanding regarding the beneficiaries, whether direct or indirect, of the Seibel Family 2016 Trust.
3. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with MOTI Partners, LLC ("MOTI").
4. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with MOTI Partners 16, LLC ("MOTI 16").
5. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with LLTQ Enterprises, LLC ("LLTQ").
6. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with LLTQ Enterprises 16, LLC ("LLTQ 16").
7. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with TPOV Enterprises, LLC ("TPOV").
8. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with TPOV Enterprises 16, LLC ("TPOV 16").
9. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with FERG, LLC ("FERG").
10. Knowledge and understanding regarding the Seibel Family 2016 Trust's

ownership, control, relationship, and/or affiliation with FERG 16, LLC ("FERG 16").

11. Knowledge and understanding regarding the Seibel Family 2016 Trust's ownership, control, relationship, and/or affiliation with DNT Acquisition, LLC ("DNT").
12. Knowledge and understanding regarding the drafting, purpose, and implementation of each Article of the Seibel Family 2016 Trust.
13. Knowledge and understanding regarding the process for funding the Seibel Family 2016 Trust.
14. Knowledge and understanding regarding the assets of the Seibel Family 2016 Trust from its creation through the present.
15. Knowledge and understanding regarding the financial records of the Seibel Family 2016 Trust, including, without limitation, any and all bank statements, tax returns, financial statements, statements of account, balance sheets and all other records reflecting the finances of the Seibel Family 2016 Trust from its creation through the present.
16. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Rowen Seibel.
17. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Brian Ziegler.
18. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Craig Green.
19. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Carly Ziegler.
20. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Ali Ziegler.
21. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Bryn Dorfman.
22. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with Netty Wachtel Slushny.
23. Knowledge and understanding regarding the Seibel Family 2016 Trust's

relationship and/or affiliation with Yvette Seibel.

24. Knowledge and understanding regarding the Seibel Family 2016 Trust's relationship and/or affiliation with J. Jeffrey Frederick.
25. Knowledge and understanding regarding the Seibel Family 2016 Trust's duties and/or responsibilities to Rowen Seibel, Brian Ziegler, Craig Green, Carly Ziegler, Ali Ziegler, Bryn Dorfman, Netty Wachtel Slushny, Yvette Seibel, J. Jeffrey Frederick, TPOV, and TPOV 16.
26. Knowledge and understanding regarding any disbursement(s) and/or distributions made by the Seibel Family 2016 Trust from its creation through the present.
27. Knowledge and understanding regarding any loans made by the Seibel Family 2016 Trust from its creation through the present.
28. Knowledge and understanding relating to Rowen Seibel's guilty plea relating to one count of obstructing or impeding the due administration of the internal revenue law under 26 U.S.C. § 7212(a) (the "Seibel Plea").
29. Knowledge and understanding regarding any and all legal disputes and/or lawsuits where the Seibel Family 2016 Trust is a named party where the Seibel Plea is at issue.
30. Knowledge and understanding regarding any suitability investigation the Seibel Family 2016 Trust performed related to Rowen Seibel.
31. Knowledge and understanding regarding any suitability investigation the Seibel Family 2016 Trust performed related to Craig Green.
32. Knowledge and understanding regarding any suitability investigation the Seibel Family 2016 Trust performed related to Brian Ziegler.
33. Knowledge and understanding regarding any suitability investigation the Seibel Family 2016 Trust performed related to Bryn Dorfman.
34. Knowledge and understanding regarding any suitability investigation the Seibel Family 2016 Trust performed related to any direct and/or indirect beneficiary of the Trust.
35. Knowledge and understanding regarding the prenuptial agreement entered into between the Rowen Seibel and Bryn Krief in or around April 2016.

Regards,

**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](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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.

0701

SA0144

# EXHIBIT 50

**Filed  
Under  
Seal  
Pursuant to  
Motion to Seal or  
Redact Filed  
Concurrently  
Herewith**

# EXHIBIT 51

39,24+.50

LLTA<sup>16</sup> - Legal

Total loaned:

2018: \$113,377.27 }

Rosen : 100,402.39 .

Moss 16: 1,706.03 .

Bryn: 7,735.33 .

Rogun: 3,533.52 .

LLTA<sup>16</sup>

2017: 499,131.73

Rosen: 359,166.54 .

Bryn: 139,965.19 .



# EXHIBIT 52

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, )

Plaintiffs,

vs.

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

Defendants.

and

GR BURGR, LLC, a Delaware )  
limited liability company, )

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with

A-17-760537-B

VIDEOTAPED DEPOSITION OF THE

30(B)(6) OF LLTQ ENTERPRISES 16, LLC - CRAIG GREEN

LAS VEGAS, NEVADA

WEDNESDAY, NOVEMBER 13, 2019

Reported by: Monice K. Campbell, NV CCR No. 312

Job No.: 3767

November 13, 2019

LLTQ Enterprises 16, LLC Craig Green

Page 2

30(B)(6) OF LLTQ ENTERPRISES 16, LLC - CRAIG GREEN, held at Pisanelli Bice, located at 400 South 7th Street, Suite 300, Las Vegas, Nevada, on Wednesday, November 13, 2019, at 9:18 a.m., before Monice K. Campbell, Certified Court Reporter, in and for the State of Nevada.

## APPEARANCES:

For Rowen Seibel; DNT Acquisition LLC; Moti Partners, LLC, Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; FERG, LLC; TPOV Enterprises, LLC; and TPOV Enterprises 16, LLC:

SCAROLA ZUBATOV SCHAFFZIN PLLC  
BY: DANIEL J. BROOKS, ESQ.  
1700 Broadway, 41st Floor  
New York, New York 10019  
217.757.0007  
daniel.brooks@szslaw.com

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

PISANELLI BICE PLLC  
BY: M. MAGALI MERCERA, ESQ.  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
702.214.2100  
mmm@pisanellibice.com

November 13, 2019

LLTQ Enterprises 16, LLC Craig Green

Page 3

1 For Gordon Ramsay:

2 FENNEMORE CRAIG  
3 BY: JOHN D. TENNERT III, ESQ.  
4 300 East Second Street, Suite 1510  
5 Reno, Nevada 89501  
6 775.788.2212  
7 jtennert@fclaw.com

8 Also Present:

9 The Videographer:

10 JARED MAREZ, ENVISION LEGAL SOLUTIONS  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1                               \* \* \* \* \*

2           LAS VEGAS, NEVADA; WEDNESDAY, NOVEMBER 13, 2019

3                               9:18 A.M.

4                               \* \* \*

5                   THE VIDEOGRAPHER: Today's date is  
6 November 13th, 2019, and the time is  
7 approximately 9:18 a.m.

8                   The deponent is the 30(b)(6) of LLTQ  
9 Enterprises 16, LLC, Craig Green.

10                  This is Case Number A-17-751759-B, filed  
11 in District Court, Clark County, Nevada, entitled  
12 Seibel versus PHWLV, LLC, et al.

13                  My name is Jared Marez of Envision Legal  
14 Solutions. I am the videographer. The court  
15 reporter is Monice Campbell.

16                  The location of this deposition is the  
17 offices of Pisanelli Bice, PLLC, located at  
18 400 South 7th Street, Suite 300, Las Vegas, Nevada  
19 89101.

20                  Will all counsel present please identify  
21 themselves and the court reporter will administer  
22 the oath.

23                  MS. MERCERA: Good morning. Magali  
24 Mercera on behalf of the Caesars parties.

25                  MR. TENNERT: John Tennert of Fennemore

1 Craig on behalf of Gordon Ramsay.

2 MR. BROOKS: Daniel Brooks for the  
3 witness.

4 THE WITNESS: Craig Green.

5 Whereupon,

6 CRAIG GREEN,  
7 having been sworn to testify to the truth, the whole  
8 truth, and nothing but the truth, was examined and  
9 testified under oath as follows:

10  
11 EXAMINATION

12 BY MS. MERCERA:

13 Q. Good morning, Mr. Green.

14 A. Good morning.

15 MS. MERCERA: Before we get started, I  
16 just wanted a couple agreements on the record that  
17 we forgot to do yesterday.

18 First, the deposition will be allowed to  
19 be used for both the federal and state court  
20 matters here in Nevada?

21 MR. BROOKS: Yes.

22 BY MS. MERCERA:

23 Q. Mr. Green, I think we did a pretty good  
24 job yesterday of following the rules, but I want to  
25 go over them again just so that we can have a clean

1 Q. Did Caesars ever tell you that that was  
2 not true?

3 A. Well, I can speak to the fact that this  
4 does state that "In any event, prior to the payment  
5 of any monies by Caesars to LLTQ."

6 I can state that Caesars paid money to  
7 LLTQ from on or around April of 2013 through the  
8 purported rejection of the LLTQ contract on or  
9 around June 11th of 2015.

10 In addition, I have knowledge of  
11 communications that I've had with individuals at  
12 Caesars requesting what would be considered a  
13 business information form in order to complete it.  
14 And the individuals that I reached out to, even  
15 after explaining what that was -- and those are the  
16 people who were responsible for making payments of  
17 monies to LLTQ -- I'm sorry. I got distracted.

18 So as I was saying, individuals -- the  
19 individuals I reached out to at Caesars about said  
20 business information forms did not know anything  
21 about them or what they were. So in my mind,  
22 speaking as LLTQ 16, it appeared as if they didn't  
23 exist anymore.

24 Q. That's an assumption you made, correct?

25 A. Well, I inquired and received no followup

1 about it.

2 Q. Who did you inquire from?

3 A. Peter Schuch and Alena Olevic.

4 Q. Are they in compliance?

5 A. They're in Caesars corporate.

6 Q. Are they in compliance?

7 A. I believe they're in finance.

8 Q. Did you reach out to Amie Sabo?

9 A. I did not reach out to Amie Sabo.

10 Q. Did you reach out to Dick Casto?

11 A. I didn't know who Dick Casto was, nor do

12 I think at the time he was with Caesars.

13 Q. Did you reach out to Sue Carletta?

14 A. Again, same as Dick Casto.

15 Q. Did you reach out to Tim Donovan?

16 A. Again, the same as Dick Casto.

17 Q. Did you reach out to anyone in compliance  
18 about a business information form?

19 A. I reached out to Caesars corporate about  
20 a business information form. However, to the best  
21 of my knowledge, they were not in the compliance  
22 department.

23 Q. Did you reach out to anybody in the legal  
24 department?

25 A. I reached out to people who would be

1 handling the payment of any monies by Caesars to  
2 LLTQ. So to the best of my knowledge, I didn't ask  
3 anybody in the legal department.

4 Q. So you only asked the finance people?

5 A. Correct.

6 Q. So back to my original question.

7 Did Caesars ever tell you that the  
8 sentence that I read, starting with "Prior to the  
9 execution of this agreement," that that was no  
10 longer true?

11 A. They did not tell me it was no longer  
12 true, but as I mentioned, payments of monies by  
13 Caesars to LLTQ occurred from April -- on or around  
14 April of 2013 through on or around the purported  
15 rejection date of July -- June 15 -- June 11th,  
16 2015.

17 Q. So the answer to my question is no, no  
18 one at Caesars ever told you that the sentence I  
19 just read was not true?

20 A. Those words were not mentioned to me.

21 Q. Did anyone ever tell you at Caesars that  
22 the sentence I just read no longer applied?

23 A. Again, I reached out to somebody -- some  
24 individuals at Caesars and those individuals did  
25 not know what a business information form was. So,

1 I think I may be ready to pass the  
2 witness. Let me take a quick break to review my  
3 outline and we can take it from there.

4 THE VIDEOGRAPHER: Going off the record.  
5 The time is approximately 3:36 p.m.

6 (Recess had.)

7 THE VIDEOGRAPHER: We are back on the  
8 record. The time is approximately 3:49 p.m.

9 BY MS. MERCERA:

10 Q. Mr. Green, before the break we were  
11 talking about what the different entities mean.

12 A. Yes.

13 Q. Does TPOV mean The Prince of Vegas?

14 A. That sounds familiar, yes, of Las Vegas.

15 Q. Of Las Vegas?

16 A. Yes. That does sound familiar.

17 MS. MERCERA: I don't have any further  
18 questions. Pass the witness.

19 MR. TENNERT: I don't have any questions.

20 MS. MERCERA: I assume you don't have any  
21 questions?

22 MR. BROOKS: No.

23 MS. MERCERA: Under the terms of our  
24 protective order, the transcript is designated as  
25 highly confidential for 30 days to allow the

November 13, 2019

LLTQ Enterprises 16, LLC Craig Green

Page 224

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )

3 ) SS:

4 COUNTY OF CLARK )

5  
6 I, Monice K. Campbell, a duly  
7 commissioned and licensed court reporter, Clark  
8 County, State of Nevada, do hereby certify: That I  
9 reported the taking of the deposition of the  
10 witness, 30(B)(6) OF LLTQ ENTERPRISES 16, LLC -  
11 CRAIG GREEN, commencing on Wednesday, November 13,  
12 2019, at 9:18 a.m.;

13  
14 That prior to being examined, the witness  
15 was, by me, duly sworn to testify to the truth.  
16 That I thereafter transcribed my said shorthand  
17 notes into typewriting and that the typewritten  
18 transcript of said deposition is a complete, true,  
19 and accurate transcription of said shorthand notes.

20  
21 I further certify that I am not a relative or  
22 employee of an attorney or counsel or any of the  
23 parties, nor a relative or employee of an attorney or  
24 counsel involved in said action, nor a person  
25 financially interested in the action; that a request

1 has been made to review the transcript.

2  
3 IN WITNESS THEREOF, I have hereunto set my hand  
4 in my office in the County of Clark, State of Nevada,  
5 this 20th day of November, 2019.

6 

7  
8 Monice K. Campbell, CCR No. 312

# EXHIBIT 53

HIGHLY CONFIDENTIAL  
EIGHT 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, ) Case No. A-17-751759-B  
Plaintiff, ) Dept: XVI  
vs. )  
PHWLIV, LLC, a Nevada )  
limited liability company; )  
GORDON RAMSAY, an ) Consolidated with  
individual; DOES I through ) A-17-760537-B  
X; ROE CORPORATIONS I )  
through X, )  
Defendants. )  
and )  
GR BURGER, LLC, a Delaware )  
limited liability company, )  
Nominal Plaintiff. )  
AND ALL RELATED MATTERS )

VIDEOTAPED DEPOSITION OF THE  
30(b)(6) OF MOTI PARTNERS, LLC - CRAIG GREEN  
Las Vegas, Nevada  
Thursday, November 14, 2019  
9:12 a.m.

Reported by: Jill E. Shepherd, RPR, NV CCR 948  
Job No. 3769

November 14, 2019

MOTI Partners, LLC Craig Green

Page 2

1 VIDEOTAPED DEPOSITION OF the 30(B)(6) of  
2 MOTI PARTNERS, LLC - CRAIG GREEN, a witness called  
3 on behalf of the Defendants, before Jill E.  
4 Shepherd, RPR, NV-CCR #948, CA-CSR #13275, at the  
5 offices of Pisanelli Bice, 400 South 7th Street,  
6 Suite 300, Las Vegas, Nevada, on Thursday,  
7 November 14, 2019, 9:12 a.m.

8  
9  
10 APPEARANCES:

11  
12 For Rowen Seibel; DNT Acquisition, LLC; MOTI  
13 Partners, LLC; MOTI Partners 16, LLC; LLTQ  
14 Enterprises, LLC; LLTQ Enterprises 16, LLC; FERG,  
LLC; TPOV Enterprises, LLC; and TPOV Enterprises 16,  
LLC:

15 SCAROLA ZUBATOV SCHAFFZIN, PLLC  
16 BY: DANIEL J. BROOKS, ESQ.  
17 1700 Broadway, 41st Floor  
New York, New York 10019  
217.757.0007  
daniel.brooks@szslaw.com

18  
19  
20 For Desert Palace, Inc; Paris Las Vegas Operating  
21 Company, LLC; PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City:

22 PISANELLI BICE, PLLC  
23 BY: M. MAGALI MERCERA, ESQ.  
24 BY: BRITTNIE T. WATKINS, ESQ.  
400 South 7th Street, Suite 300  
25 Las Vegas, Nevada 89101  
702.214.2100  
mmm@pisanellibice.com  
btw@pisanellibice.com

November 14, 2019

MOTI Partners, LLC Craig Green

Page 3

1 APPEARANCES CONTINUED:

2  
3 For Gordon Ramsay:

4 FENNEMORE CRAIG  
5 BY: JOHN D. TENNERT III, ESQ.  
6 300 East Second Street, Suite 1510  
7 Reno, Nevada 89501  
8 775.788.2212  
9 jtennert@fclaw.com

10 Also Present:

11 Jared Marez, videographer  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

November 14, 2019

MOTI Partners, LLC Craig Green

Page 7

1 LAS VEGAS, NEVADA; Thursday, November 14, 2019

2 9:12 a.m.

3 \* \* \* \* \*

4 THE VIDEOGRAPHER: Today's date is  
5 November 14, 2019, and the time is approximately  
6 9:12 a.m. The deponent is 30(b)(6) of MOTI  
7 Enterprises, LLC - Craig Green. This is case number  
8 A-17-751759-B filed in District Court, Clark County,  
9 Nevada, entitled Siebel versus PHWLIV, LLC, et al.

10 My name is Jared Marez of Envision Legal  
11 Solutions. I'm the videographer. The court  
12 reporter is Jill Shepherd. The location of this  
13 deposition is the offices of Pisanelli Bice, PLLC,  
14 located at 400 South Seventh Street, Suite 300,  
15 Las Vegas, Nevada 89101.

16 Will all counsel present please identify  
17 themselves, and the court reporter will administer  
18 the both.

19 MS. MERCERA: Magali Mercera on behalf of  
20 the Caesars parties.

21 MS. WATKINS: Brittnie Watkins on behalf of  
22 the Caesars parties.

23 MR. TENNERT: John Tennert of Fennemore  
24 Craig on behalf of Gordon Ramsay.

25 MR. BROOKS: Daniel Brooks for the witness.

\* \* \* \* \*

Whereupon,

CRAIG GREEN,

a 30(B)(6) witness on behalf of MOTI Partners, LLC,  
called for examination by counsel for Defendants,  
being first sworn, was examined and testified as  
follows:

\* \* \* \* \*

EXAMINATION

BY MS. MERCERA:

Q. Good morning, Mr. Green.

A. Good morning.

Q. I'm going to start with marking the next  
exhibit in line, and that's going to be C108.

(Exhibit C108 marked.)

BY MS. MERCERA:

Q. I've placed before you what's been marked  
Exhibit C108 to your deposition.

Do you recognize this document?

A. Yes.

Q. What is it?

A. The notice for 30(b)(6) deposition of MOTI  
Partners, LLC.

Q. And when did you -- you've seen this  
document before?

1 A. No.

2 Q. Did MOTI ever tell Caesars that any  
3 provision in this agreement was waived?

4 A. No.

5 Q. Okay.

6 Now, you testified briefly that  
7 Mr. Seibel was represented by counsel, Mr. Robert  
8 Seibel.

9 Who actually handled the negotiations? Was  
10 it attorney to attorney or was it business folk to  
11 business folk?

12 A. I believe both.

13 Q. Okay.

14 MOTI reviewed this agreement before it  
15 signed it, correct?

16 A. To my knowledge, yes.

17 Q. I want to direct your attention to  
18 Section 9.2. Well, strike that. I want to direct  
19 your attention first to Section 9.1, and it's on  
20 page 12 of 22.

21 A. Yes.

22 Q. There's three pages. It's page 12 of 22,  
23 and there's also a 14 at the bottom.

24 A. Okay.

25 Q. Do you see it?

1 A. I don't remember.

2 Q. Were there breach of fiduciary duty claims?

3 A. Again, I'm not an attorney. I wasn't  
4 involved in that litigation, so to the -- I don't  
5 know that specific answer.

6 Q. Do you recall the date the litigation was  
7 started or whether it was ongoing?

8 A. I don't recall when it started, but it's  
9 been ongoing for a long period of time.

10 Q. Okay.

11 Did MOTI Partners or Mr. Seibel ever update  
12 this business disclosure to tell Caesars that there  
13 was litigation that had not previously been  
14 disclosed?

15 A. They did not update this disclosure.

16 Q. Did they tell anyone at Caesars about that  
17 litigation?

18 A. There were conversations about that  
19 litigation with Caesars, yes.

20 Q. Okay.

21 Did MOTI ever make a determination to  
22 intentionally not disclose Mr. Seibel's  
23 investigation to Caesars' compliance?

24 A. No.

25 Q. Did you become -- well, strike that.

November 14, 2019

MOTI Partners, LLC Craig Green

REPORTER'S CERTIFICATE

STATE OF NEVADA     )  
                                      ) ss  
COUNTY OF CLARK    )

I, JILL E. SHEPHERD, NV-CSR 948, RPR, do  
hereby certify:

That I reported the taking of the  
deposition of CRAIG GREEN commencing on November 14,  
2019, at the hour of 9:12 a.m.

That prior to being examined, the  
witness was by me duly sworn to testify to the  
truth, the whole truth, and nothing but the truth:

That I thereafter transcribed my  
said shorthand notes into typewriting, and that the  
typewritten transcript of said deposition is a  
complete, true, and accurate transcription of my  
said shorthand notes taken down at said time:

I further certify that I am not a  
relative or employee of an attorney or counsel of  
any of the parties, nor a relative or employee of  
any attorney or counsel involved in said action, nor  
a person financially interested in the action; that  
a request has been made to review the transcript.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal of office  
in the County of Clark, State of Nevada, this 24th  
day of November, 2019.



Jill E. Shepherd, NV-CSR 948

# EXHIBIT 54

**From:** [Magali Mercera](#)  
**To:** [Kurt Heyman](#); [WILT, ALLEN](#); [PAUL B. SWEENEY](#); [BRIAN ZIEGLER](#)  
**Cc:** [Dudderar, Timothy R.](#); [Aaron Nelson](#); [James Pisanelli](#); [TENNERT, JOHN](#); [Paul D. Brown \(brown@chipmanbrown.com\)](#)  
**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Kurt –

We will discuss with our clients and get back to you. Have you determined who will be counsel for GRB in the Nevada litigation? As we mentioned on our call, we would need to know whether Seibel and his entities' current counsel will be stepping in or if new counsel is being retained.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)



*Please consider the environment before printing.*

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

**From:** Kurt Heyman

**Sent:** Friday, December 13, 2019 11:07 AM

**To:** WILT, ALLEN ; PAUL B. SWEENEY ; BRIAN ZIEGLER

**Cc:** Dudderar, Timothy R. ; Aaron Nelson ; Magali Mercera ; James Pisanelli ; TENNERT, JOHN ; Paul D. Brown (brown@chipmanbrown.com)

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

CAUTION: External Email

Allen/Jim:

We would like to request a two-month extension for any of GRB's obligations in the Nevada action. Please let me know if this is acceptable.

Kurt

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

---

**From:** WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>

**Sent:** Monday, December 2, 2019 1:20 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown ([brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)) <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>

**Subject:** FW: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]  
Counsel, I attach a clean final and a redline of the agreement showing changes that I believe are acceptable to Caesars and to Ramsay, subject to the couple of comments in the margin.

I do not know whether Caesars' counsel will be joining our call at this point.

Regards,

Allen

**Allen J. Wilt, Director**

---

[Visit our Web Site!](#)

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591  
T: 775.788.2214 | F: 775.788.2215 | M: 775.722.2933  
[awilt@fclaw.com](mailto:awilt@fclaw.com) | [View Bio](#)



**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.

0734

SA0172

# EXHIBIT 55

**From:** [Magali Mercera](#)  
**To:** [Kurt Heyman](#); [WILT, ALLEN](#); [PAUL B. SWEENEY](#); [BRIAN ZIEGLER](#)  
**Cc:** [Dudderar, Timothy R.](#); [Aaron Nelson](#); [James Pisanelli](#); [TENNERT, JOHN](#); [Paul D. Brown \(brown@chipmanbrown.com\)](#)  
**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Kurt,

Caesars is amenable to the requested extension so long as it is mutual. A stipulation would need to be submitted to the Court, accordingly please let us know your position regarding the mutual extension.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman

**Sent:** Monday, December 16, 2019 1:39 PM

**To:** WILT, ALLEN ; Magali Mercera ; PAUL B. SWEENEY ; BRIAN ZIEGLER

**Cc:** Dudderar, Timothy R. ; Aaron Nelson ; James Pisanelli ; TENNERT, JOHN ; Paul D. Brown (brown@chipmanbrown.com)

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

CAUTION: External Email

Thank you, Allen.

Magali, where does Caesars stand on this?

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

**From:** WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>

**Sent:** Monday, December 16, 2019 4:33 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; PAUL B.

SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown ([brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)) <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

Kurt, Ramsay has no objection to a two month extension for GRB.

Regards,

Allen

**Allen J. Wilt, Director**

T: 775.788.2214 | F: 775.788.2215 | M: 775.722.2933

[awilt@fclaw.com](mailto:awilt@fclaw.com)

---

**From:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Friday, December 13, 2019 11:28 AM

**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown ([brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)) <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

As I said on the call, I think it is likely that I will recommend to the Delaware court that Seibel be permitted to pursue any claims on GRB's behalf (assuming he is willing), as there is no funding and he is the only one with the incentive to do so. It will take some time to get that approval, since I suspect that Ramsay will oppose it. So the extension is necessary however this proceeds.

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

---

**From:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>

**Sent:** Friday, December 13, 2019 2:25 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown ([brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)) <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

Kurt –

We will discuss with our clients and get back to you. Have you determined who will be counsel for GRB in the Nevada litigation? As we mentioned on our call, we would need to know whether Seibel and his entities' current counsel will be stepping in or if new counsel is being retained.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)



*Please consider the environment before printing.*

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

**From:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Friday, December 13, 2019 11:07 AM

**To:** WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; James Pisanelli <[jip@pisanellibice.com](mailto:jip@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown (<[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)> <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>)

**Subject:** RE: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]

CAUTION: External Email

Allen/Jim:

We would like to request a two-month extension for any of GRB's obligations in the Nevada action. Please let me know if this is acceptable.

Kurt

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. HEYMAN ENERIO GATTUSO & HIRZEL LLP does not render tax or securities advice.

---

**From:** WILT, ALLEN <[AWILT@FCLAW.com](mailto:AWILT@FCLAW.com)>

**Sent:** Monday, December 2, 2019 1:20 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Cc:** Dudderar, Timothy R. <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>;

Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; TENNERT, JOHN <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Paul D. Brown ([brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)) <[brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)>

**Subject:** FW: Privileged: GRB Settlement Agreement [SHER=024634-15] [FC-Email.FID7746767]  
Counsel, I attach a clean final and a redline of the agreement showing changes that I believe are acceptable to Caesars and to Ramsay, subject to the couple of comments in the margin.  
I do not know whether Caesars' counsel will be joining our call at this point.

Regards,  
Allen

**Allen J. Wilt, Director**

---

[Visit our Web Site!](#)

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591  
T: 775.788.2214 | F: 775.788.2215 | M: 775.722.2933  
[awilt@fclaw.com](mailto:awilt@fclaw.com) | [View Bio](#)



**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.

0738

SA0177

# EXHIBIT 56

**From:** [Magali Mercera](#)  
**To:** [Kurt Heyman](#); [jtennert@fclaw.com](mailto:jtennert@fclaw.com)  
**Cc:** [James Pisanelli](#); [Debra Spinelli](#); [Emily A. Buchwald](#); [Robert A. Ryan](#); [Brittnie T. Watkins](#)  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]  
**Date:** Tuesday, March 24, 2020 4:53:20 PM  
**Attachments:** [image001.gif](#)

---

Kurt –

On behalf of Caesars, we believe that a resolution between GRB and Caesars remains possible, but as long discussed, without Mr. Seibel. Per Mr. Sweeney's email, it appears that Mr. Seibel is no longer willing to engage in those settlement discussions, but Caesars remains open and willing to discuss a resolution with you on behalf of GRB directly. The settlement agreement John circulated can be modified to include only GRB, the Ramsay Parties, and Caesars. Please advise if you are willing to entertain such discussions and we will coordinate a time this week to discuss.

You inquired whether Caesars would provide you an unlimited time to respond to the Amended Complaint. While we cannot agree to an unlimited to respond, a sign of good faith, we are willing to provide a 30-day extension for GRB to respond to the Amended Complaint to allow GRB and Caesars to discuss the potential resolution. If, nevertheless, you are unwilling to accept service of the Amended Complaint or are unwilling to entertain further settlement discussions, please advise so that we may proceed accordingly.

Regards,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Tuesday, March 24, 2020 4:41 PM

**To:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWWilliams@baileykennedy.com](mailto:PWWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[ccct@pisanellibice.com](mailto:ccct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey

<JBailey@baileykennedy.com>; BRIAN ZIEGLER <BZIEGLER@certilmanbalin.com>

**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

CAUTION: External Email

Thank you, Paul. Under the circumstances, I see no reason to delay in issuing my report and recommendations to Vice Chancellor Slight.

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

---

**From:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>

**Sent:** Tuesday, March 24, 2020 4:33 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

Kurt: We have reviewed the redrafted agreement circulated last night by Ramsay's counsel. Based on our review, we do not believe there is a reasonable prospect of a prompt resolution of this matter. This document is a complete redraft of the agreement that the parties negotiated for over a year, and it does far more than simply "streamline" the releases. In fact, the releases are no longer mutual. There is no release given by Caesars or by Ramsay, and no release by any party of Seibel. In addition, there are numerous terms that were contained in prior drafts, which Seibel objected to and were the subject of prior negotiations. After negotiating those objectionable terms, the parties agreed upon revised language months ago. The new draft reverts back to the objectionable language contained in earlier drafts. There is also at least one significant new term that was never

raised before and to which we do not agree. In sum, we believe this draft is a significant step backwards and, as a result, we do not believe there is any prospect of a prompt settlement.

Paul



**Paul B. Sweeney, Esq.**  
**Certilman Balin Adler & Hyman, LLP**  
**90 Merrick Avenue, 9th Floor**  
**East Meadow, NY 11554**

☎ Direct 516.296.7032 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: [psweeney@certilmanbalin.com](mailto:psweeney@certilmanbalin.com) | [my profile](#) | [www.certilmanbalin.com](http://www.certilmanbalin.com)

**Confidentiality Notice:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete and then destroy all copies of the original message.

---

**From:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Friday, March 20, 2020 1:36 PM

**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; jtennert@fclaw.com; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>

**Subject:** GR Burgr Delaware Litigation

Counsel:

I am copying all known counsel to all parties who may have an interest in the outcome of this litigation. Absent word from counsel for Ramsay, Seibel and Caeasars that there is a reasonable prospect of a prompt resolution of the issues relating to GRB, I intend to issue my report and recommendations on Friday, March 27. Please let me know your positions no later than no later than 5:00 pm ET on Wednesday, March 25.

Thank you.

Kurt

Kurt M. Heyman  
HEYMAN ENERIO GATTUSO & HIRZEL LLP  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. HEYMAN ENERIO GATTUSO & HIRZEL LLP does not render tax or securities advice.

0742

SA0182

# EXHIBIT 57

**From:** [Kurt Heyman](#)  
**To:** [Magali Mercera](#); [jtennert@fclaw.com](mailto:jtennert@fclaw.com)  
**Cc:** [James Pisanelli](#); [Debra Spinelli](#); [Emily A. Buchwald](#); [Robert A. Ryan](#); [Brittnie T. Watkins](#); [Aaron Nelson](#)  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]  
**Date:** Wednesday, March 25, 2020 12:50:21 PM  
**Attachments:** [image001.gif](#)

---

CAUTION: External Email

Magali:

In light of the fact that the parties to the Nevada action are agreeing to a two-month stay of discovery, and given the current situation, it is not clear why you need GRB to respond to the amended complaint any sooner than that. It is not as though GRB itself has any discoverable information at this stage, nor does it have any independent knowledge of the facts in the case—all such information and knowledge is in the possession of Ramsay, Seibel and Caesars. And whether the extension is for 30 or 60 days will not change the fact that GRB has no assets with which to defend any claims.

As for settlement, as you will recall, it was Caesars and Ramsay who broke off the discussions about a direct settlement with GRB in order to pursue discussions with Seibel. With its latest proposal, a cynic might suspect that Caesars deliberately made an offer that Seibel would not likely accept in hopes of reinitiating discussions with GRB, that it deliberately delayed doing so to obtain strategic advantage, and that it is attempting through the newly-asserted claims and case schedule to pressure GRB into acquiescing. The current proposal also contains matters that are non-starters from my perspective (including the absence of a release to Seibel, on which I previously insisted, and much lower consideration than I demanded for a settlement without Seibel's consent), and there are references to matters as to which I have no knowledge or position (e.g., the alleged "kickbacks"). In other words, this latest settlement proposal is "too little, too late" to be a basis for further discussions under the circumstances. While I was planning on filing my report this Friday, as a courtesy to you I will wait until the end of the day on Monday, March 30, in case Caesars has any constructive suggestions.

Kurt

Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. HEYMAN ENERIO GATTUSO & HIRZEL LLP does not render tax or securities advice.

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Tuesday, March 24, 2020 7:53 PM  
**To:** Kurt Heyman <kheyman@hegh.law>; jtennert@fclaw.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>  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

Kurt –

On behalf of Caesars, we believe that a resolution between GRB and Caesars remains possible, but as long discussed, without Mr. Seibel. Per Mr. Sweeney's email, it appears that Mr. Seibel is no longer willing to engage in those settlement discussions, but Caesars remains open and willing to discuss a resolution with you on behalf of GRB directly. The settlement agreement John circulated can be modified to include only GRB, the Ramsay Parties, and Caesars. Please advise if you are willing to entertain such discussions and we will coordinate a time this week to discuss.

You inquired whether Caesars would provide you an unlimited time to respond to the Amended Complaint. While we cannot agree to an unlimited to respond, a sign of good faith, we are willing to provide a 30-day extension for GRB to respond to the Amended Complaint to allow GRB and Caesars to discuss the potential resolution. If, nevertheless, you are unwilling to accept service of the Amended Complaint or are unwilling to entertain further settlement discussions, please advise so that we may proceed accordingly.

Regards,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>  
**Sent:** Tuesday, March 24, 2020 4:41 PM

**To:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

CAUTION: External Email

Thank you, Paul. Under the circumstances, I see no reason to delay in issuing my report and recommendations to Vice Chancellor Slight.

Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

---

**From:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>  
**Sent:** Tuesday, March 24, 2020 4:33 PM  
**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

Kurt: We have reviewed the redrafted agreement circulated last night by Ramsay's counsel. Based on our review, we do not believe there is a reasonable prospect of a prompt resolution of this matter. This document is a complete redraft of the agreement that the parties negotiated for over a year, and it does far more than simply "streamline" the releases. In fact, the releases are no longer mutual. There is no release given by Caesars or by Ramsay, and no release by any party of Seibel. In addition, there are numerous terms that were contained in prior drafts, which Seibel objected to and were the subject of prior negotiations. After negotiating those objectionable terms, the parties agreed upon revised language months ago. The new draft reverts back to the objectionable language contained in earlier drafts. There is also at least one significant new term that was never raised before and to which we do not agree. In sum, we believe this draft is a significant step backwards and, as a result, we do not believe there is any prospect of a prompt settlement.

Paul



**Paul B. Sweeney, Esq.**  
**Certilman Balin Adler & Hyman, LLP**  
**90 Merrick Avenue, 9th Floor**  
**East Meadow, NY 11554**

☎ Direct 516.296.7032 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: [psweeney@certilmanbalin.com](mailto:psweeney@certilmanbalin.com) | [my profile](#) | [www.certilmanbalin.com](http://www.certilmanbalin.com)

**Confidentiality Notice:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete and then destroy all copies of the original message.

---

**From:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Friday, March 20, 2020 1:36 PM

**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittanie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>

**Subject:** GR Burgr Delaware Litigation

Counsel:

I am copying all known counsel to all parties who may have an interest in the outcome of this

litigation. Absent word from counsel for Ramsay, Seibel and Caesars that there is a reasonable prospect of a prompt resolution of the issues relating to GRB, I intend to issue my report and recommendations on Friday, March 27. Please let me know your positions no later than no later than 5:00 pm ET on Wednesday, March 25.

Thank you.

Kurt

Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

0747

SA0188

# EXHIBIT 58

**From:** [Magali Mercera](#)  
**To:** [Kurt Heyman](#); [jtennert@fclaw.com](mailto:jtennert@fclaw.com); [Aaron Nelson](#)  
**Cc:** [James Pisanelli](#); [Debra Spinelli](#); [Emily A. Buchwald](#); [Robert A. Ryan](#); [Brittnie T. Watkins](#)  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]  
**Date:** Monday, March 30, 2020 11:03:46 AM

---

Kurt –

We offered you 30 days to respond to the complaint, which is in fact more time than is being provided to the other parties to the litigation. Even with the negotiated stay in place, Seibel and the other defendants in the action will be responding to the first amended complaint during the stay, by [April 8, 2020](#). As you know, we have continued serving you with pleadings in this matter that set forth the basis for the new claims against GRB, Seibel, and others. Even as it continues to attempt to resolve the dispute with GRB and Seibel, Caesars cannot prejudice its rights and is entitled to actively pursue its claims against all parties. Accordingly, we believe our proposal to you with a month extension is more than fair. Please advise of your position no later than 5pm on Wednesday so that we may proceed accordingly.

As to your representations regarding the settlement, Caesars rejects and takes issue with any suggestion that it has acted in anything other than the utmost good faith in an effort to resolve this dispute. As you know, after discussions with you began, the parties attempted to reach a global resolution, with a mediator selected by Seibel. When that was unsuccessful and we attempted to continue negotiations with GRB, your insistence that we would need to settle for your estimate of Seibel's recovery in a "home run" scenario was a non-starter. Nevertheless, the parties continued to attempt to resolve the dispute.

It appears important here to remind all parties that this situation is all of Seibel's own-making. As a gaming licensee, Caesars simply cannot be engaged in business with a convicted felon. Seibel was aware of these restrictions, repeatedly signed acknowledgements of the same in every contract with Caesars, and nevertheless failed to disclose to Caesars that all along he was involved in a criminal enterprise that ultimately led to his conviction. His wrongdoings, however, were not limited to his crimes against the U.S. tax authorities, but as uncovered in discovery and detailed in our motion to amend Caesars' complaint, included efforts to extort kickbacks from Caesars' vendors. While Caesars remains open to a resolution to this matter, Caesars cannot negotiate a settlement that would prejudice its rights. Because discovery has revealed additional wrongdoings by Seibel, Caesars cannot grant Seibel a release of any and all future claims. Indeed, given the ongoing discovery, it is unknown what additional wrongdoings may be uncovered and Caesars cannot waive its rights to pursue any claims it has against Seibel.

With all that said, Caesars remains open and willing to negotiate a resolution if one is possible. With that in mind, if a resolution is possible, even with Seibel, Caesars will consider the same and negotiate in good faith as it has always done.

We look forward to your response.

Regards,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman <kheyman@hegh.law>

**Sent:** Wednesday, March 25, 2020 12:50 PM

**To:** Magali Mercera <mmm@pisanellibice.com>; jtennert@fclaw.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>; Aaron Nelson <anelson@hegh.law>

**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

**CAUTION: External Email**

Magali:

In light of the fact that the parties to the Nevada action are agreeing to a two-month stay of discovery, and given the current situation, it is not clear why you need GRB to respond to the amended complaint any sooner than that. It is not as though GRB itself has any discoverable information at this stage, nor does it have any independent knowledge of the facts in the case—all such information and knowledge is in the possession of Ramsay, Seibel and Caesars. And whether the extension is for 30 or 60 days will not change the fact that GRB has no assets with which to defend any claims.

As for settlement, as you will recall, it was Caesars and Ramsay who broke off the discussions about a direct settlement with GRB in order to pursue discussions with Seibel. With its latest proposal, a cynic might suspect that Caesars deliberately made an offer that Seibel would not likely accept in hopes of reinitiating discussions with GRB, that it deliberately delayed doing so to obtain strategic advantage, and that it is attempting through the newly-asserted claims and case schedule to pressure GRB into acquiescing. The current proposal also contains matters that are non-starters from my perspective (including the absence of a release to Seibel, on which I previously insisted, and much lower consideration than I demanded for a settlement without Seibel's consent), and there are references to matters as to which I have no knowledge or position (e.g., the alleged "kickbacks"). In other words, this latest settlement proposal is "too little, too late" to be a basis for further discussions under the circumstances.

While I was planning on filing my report this Friday, as a courtesy to you I will wait until the end of the day on Monday, March 30, in case Caesars has any constructive suggestions.

Kurt

Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

---

**From:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>  
**Sent:** Tuesday, March 24, 2020 7:53 PM  
**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com)  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittanie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

Kurt –

On behalf of Caesars, we believe that a resolution between GRB and Caesars remains possible, but as long discussed, without Mr. Seibel. Per Mr. Sweeney's email, it appears that Mr. Seibel is no longer willing to engage in those settlement discussions, but Caesars remains open and willing to discuss a resolution with you on behalf of GRB directly. The settlement agreement John circulated can be modified to include only GRB, the Ramsay Parties, and Caesars. Please advise if you are willing to entertain such discussions and we will coordinate a time this week to discuss.

You inquired whether Caesars would provide you an unlimited time to respond to the Amended Complaint. While we cannot agree to an unlimited to respond, a sign of good faith, we are willing to provide a 30-day extension for GRB to respond to the Amended Complaint to allow GRB and Caesars to discuss the potential resolution. If, nevertheless, you are unwilling to accept service of the Amended Complaint or are unwilling to entertain further settlement discussions, please advise so that we may proceed accordingly.

Regards,

**M. Magali Mercera**

PISANELLI BICE, PLLC

Telephone: (702) 214-2100

[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://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:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Tuesday, March 24, 2020 4:41 PM

**To:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>  
**Subject:** RE: GR Burgr Delaware Litigation [IWOV-iManage.FID520946]

CAUTION: External Email

Thank you, Paul. Under the circumstances, I see no reason to delay in issuing my report and recommendations to Vice Chancellor Slight.

Kurt M. Heyman

**HEYMAN ENERIO GATTUSO & HIRZEL LLP**

300 Delaware Ave., Suite 200

Wilmington, DE 19801

(302) 472-7302

[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

**From:** PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>

**Sent:** Tuesday, March 24, 2020 4:33 PM

**To:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; BRIAN ZIEGLER <[BZIEGLER@certilmanbalin.com](mailto:BZIEGLER@certilmanbalin.com)>

**Subject:** RE: GR Burger Delaware Litigation [IWOV-iManage.FID520946]

Kurt: We have reviewed the redrafted agreement circulated last night by Ramsay's counsel. Based on our review, we do not believe there is a reasonable prospect of a prompt resolution of this matter. This document is a complete redraft of the agreement that the parties negotiated for over a year, and it does far more than simply "streamline" the releases. In fact, the releases are no longer mutual. There is no release given by Caesars or by Ramsay, and no release by any party of Seibel. In addition, there are numerous terms that were contained in prior drafts, which Seibel objected to and were the subject of prior negotiations. After negotiating those objectionable terms, the parties agreed upon revised language months ago. The new draft reverts back to the objectionable language contained in earlier drafts. There is also at least one significant new term that was never raised before and to which we do not agree. In sum, we believe this draft is a significant step backwards and, as a result, we do not believe there is any prospect of a prompt settlement.

Paul



**Paul B. Sweeney, Esq.**

**Certilman Balin Adler & Hyman, LLP**

**90 Merrick Avenue, 9th Floor**

**East Meadow, NY 11554**

Direct 516.296.7032 | Firm 516.296.7000 | Fax 516.296.7111

Email: [psweeney@certilmanbalin.com](mailto:psweeney@certilmanbalin.com) | [my profile](#) | [www.certilmanbalin.com](http://www.certilmanbalin.com)

**Confidentiality Notice:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete and then destroy all copies of the original message.

---

**From:** Kurt Heyman <[kheyman@hegh.law](mailto:kheyman@hegh.law)>

**Sent:** Friday, March 20, 2020 1:36 PM

**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>;

Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; [jtennert@fclaw.com](mailto:jtennert@fclaw.com); Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Lawrence Sharon <[Lawrence.Sharon@lsandspc.com](mailto:Lawrence.Sharon@lsandspc.com)>; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); Aaron Nelson <[anelson@hegh.law](mailto:anelson@hegh.law)>; James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittne T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Timothy Dudderar <[TDudderar@Potteranderson.com](mailto:TDudderar@Potteranderson.com)>; PAUL B. SWEENEY <[PSweeney@certilmanbalin.com](mailto:PSweeney@certilmanbalin.com)>; [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com); John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>

**Subject:** GR Burgr Delaware Litigation

Counsel:

I am copying all known counsel to all parties who may have an interest in the outcome of this litigation. Absent word from counsel for Ramsay, Seibel and Caesars that there is a reasonable prospect of a prompt resolution of the issues relating to GRB, I intend to issue my report and recommendations on Friday, March 27. Please let me know your positions no later than no later than 5:00 pm ET on Wednesday, March 25.

Thank you.

Kurt

Kurt M. Heyman  
**HEYMAN ENERIO GATTUSO & HIRZEL LLP**  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801  
(302) 472-7302  
[kheyman@hegh.law](mailto:kheyman@hegh.law)

-----  
This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. **HEYMAN ENERIO GATTUSO & HIRZEL LLP** does not render tax or securities advice.

# EXHIBIT 59



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re: GR BURGR, LLC

---

GR US LICENSING, LP,

Petitioner,

ROWEN SEIBEL,

Respondent and Counterclaim  
Plaintiff,

v.

GR US LICENSING, LP,

Petitioner and Counterclaim  
Defendant,

and

GR BURGR, LLC,

Nominal Defendant.

C.A. No. 12825-VCS

**Original Filed:  
March 30, 2020**

**Redacted Public Version Filed:  
April 6, 2020**

**Amended Redacted Public Version  
Filed:  
May 4, 2020**

**REPORT AND PROPOSED  
LIQUIDATION PLAN FOR GR BURGR, LLC**

HEYMAN ENERIO  
GATTUSO & HIRZEL LLP  
Kurt M. Heyman (# 3054)  
300 Delaware Avenue, Suite 200  
Wilmington, DE 19801  
(302) 472-7300  
*Receiver for GR BURGR, LLC*

Dated: March 30, 2020

## TABLE OF CONTENTS

AUTHORITY AND MANDATE.....	1
THE INVESTIGATION .....	2
SUMMARY OF RECOMMENDATION .....	3
THE REPORT.....	4
I.    THE ASSETS OF GRB .....	5
A.    GRB is Formed and Enters into the License Agreement and the Caesars Agreement.....	5
B.    Caesars Terminates the Caesars Agreement and GRUS Terminates the License Agreement. ....	10
C.    The Wind Down Period. ....	15
D.    Ramsay and Caesars Open the New Restaurant and Enter into a New License Agreement. ....	20
E.    The Delaware Action .....	21
F.    The Nevada Actions.....	23
G.    Summary of GRB’s Assets .....	26
II.   THE RECEIVER’S RECOMMENDATION FOR THE LIQUIDATION OF GRB .....	28
A.    The Claims Worth Pursuing.....	30
1. <i>The Accrued Licensing Fees for the Wind Down                     Period</i> .....	30
2. <i>The Continued Use of the GRB Marks and General                     GR Materials.</i> ....	31

B.	The Claims Not Worth Pursuing. ....	33
1.	<i>Seibel’s Claim for the Purported Wrongful Termination of the Caesars Agreement.</i> .....	33
2.	<i>Seibel’s Breach of Implied Covenant of Good Faith and Fair Dealing Claim and the Purported Scheme to Oust Him</i> .....	37
3.	<i>Seibel’s Claim for the Purported Breach of Section 14.21 of the Caesars Agreement</i> .....	38
4.	<i>Ramsay’s Purported Breach of Contract Claim Against GRB for the Rebranding Costs</i> .....	40
5.	<i>Ramsay’s Purported Breach of Fiduciary Duty Claim Against Seibel.</i> .....	41
C.	Transfer of GRB’s IP Rights and Company Rights to Ramsay.....	42

## **TABLE OF AUTHORITIES**

### **CASES**

<i>In re GR BURGR, LLC</i> , 2017 WL 3669511 (Del. Ch. Aug. 25, 2017) .....	4, 34
<i>Griffin v. Old Republic Ins. Co.</i> , 133 P.3d 251 (Nev. 2006) .....	38
<i>Kaldi v. Farmers Ins. Exch.</i> , 21 P.3d 16 (Nev. 2001) .....	37
<i>Kucharczyk v. Regents of University of California</i> , 946 F.Supp. 1419 (N.D.Cal.1996) .....	38
<i>Kuiava v. Kwasniewski</i> , 367 P.3d 791 (Nev. 2010) .....	38
<i>Ringle v. Bruton</i> , 86 P.3d 1032 (Nev. 2004) .....	34
<i>Stroud v. Grace</i> , 606 A.2d 75 (Del. 1992) .....	41
<i>In re TransPerfect Glob., Inc.</i> , 2018 WL 904160 (Del. Ch. Feb. 15, 2018) .....	44

### **STATUTES**

6 Del. C. § 18-802 .....	21
6 Del. C. § 18-803 .....	1
8 Del. C. § 279 .....	39

### **RULES**

Court of Chancery Rule 54(b) .....	1, 2
------------------------------------	------

Kurt M. Heyman, Esquire, of Heyman Enerio Gattuso & Hirzel LLP, having been duly appointed as the Receiver of GR BURGR, LLC (“GRB”), pursuant to the Court’s December 13, 2017 appointment order (the “Appointment Order”), and consistent with his responsibilities and powers as expressed in the Court’s October 5, 2017 dissolution order (the “Dissolution Order”), as clarified by the January 5, 2018 denial of Respondent’s motion for entry of partial final judgment (the “Rule 54(b) Transcript”), hereby submits his report and proposed recommendation for the liquidation of GRB (the “Report” and the “Recommendation”).

### **AUTHORITY AND MANDATE**

The Receiver accepted his appointment on December 11, 2017 (Trans. ID 61453087), and the Appointment Order was entered on December 13, 2017.

The Dissolution Order states that the Receiver “shall have all powers generally available to a ... receiver appointed pursuant to 6 *Del. C.* § 18-803, unless the exercise of any said power would be inconsistent with any specific provision of this Order or any other Order entered by the Court in this action.” (Dissolution Order ¶ 5). On January 5, 2018, the Court issued the following mandate for the Receiver, which clarified his powers and responsibilities as expressed in the Dissolution Order:<sup>1</sup>

---

<sup>1</sup> See *id.* ¶ 6.

[The Receiver] can assess the company's assets and liabilities, including any litigation-related assets or liabilities, and then devise a plan that makes the most sense for winding down the company and fully exploiting the assets of the company to their highest value. He can receive input from the parties in this regard in the manner that he deems most appropriate. He can then submit a report to the Court, in part under seal, if he deems that to be appropriate, that sets forth his recommendations for the wind-down of this entity and for the liquidation of assets. The parties can then be heard with respect to that report. And at that point, I'll enter my final order. Nothing will be done to implement or execute on the winding down of the company until that order is entered.

(The "Mandate"; Rule 54(b) Tr. at 41:11-42:9).

### **THE INVESTIGATION**

In preparing this Report, the Receiver has reviewed the public filings in this action (the "Delaware Action"), the consolidated proceedings in Nevada state court (the "Nevada Actions"), and the voluntarily dismissed action initiated in the United States District Court for the District of Nevada (the "Nevada Federal Action"); participated in status conferences with Judge Hardy in the Nevada Actions; discussed the relevant issues both privately and collectively with, and reviewed private submissions by, counsel to Respondent Rowen Seibel ("Seibel"), counsel to Petitioner GR US Licensing, LP ("GRUS") and non-party Gordon Ramsay ("Ramsay"), as well as counsel for non-party Caesars Entertainment Corporation ("Caesars"), including a discussion with Caesars' accounting department and in-

house counsel; and conducted his own independent legal research and analysis concerning the strengths and weakness of the derivative claims belonging to GRB (collectively, the “Investigation”).

As is common in “business divorce” actions like this one, the Investigation revealed that the parties’ positions—on nearly every issue—are deeply divided and equally entrenched, especially on the valuation of GRB’s claims. “Chasm” does not do it justice. Further complicating the mutual resolution of GRB’s claims are the existence of other disputes involving other ventures (and agreements) being litigated and negotiated among the parties and the necessity for Caesars to support any such resolution (whether legally, financially or both). Unfortunately, through numerous discussions over a period of over two years, and several close calls on an amicable resolution, it has become apparent to the Receiver that his usefulness has come to an end. The Receiver thus believes that the following Recommendation is fair to GRB (and both of its members), when balancing the benefits and risks attendant with further litigation and the equities involved.

### **SUMMARY OF RECOMMENDATION**

The Receiver recommends that the Court assign (a) all of GRB’s claims against GRUS/Ramsay and/or Caesars to Seibel (to be pursued in Nevada at his own cost and limiting his award to 50% of any recovery); (b) all of GRB’s claims against Seibel to GRUS/Ramsay (to be pursued in Nevada at its own cost and limiting its

award to 50% of any recovery)—subject in both cases to the willingness of the parties to receive such assets (collectively, the “Assigned Claims”); (c) all of GRB’s intellectual property and other intangible assets to Ramsay, provided that such assignment shall have no effect on the Assigned Claims or any damages awarded therefrom;<sup>2</sup> and (d) all liability for any claims asserted now or in the future against GRB to Seibel and Ramsay equally. After such assignments, GRB should be canceled and this action should be dismissed with prejudice after Seibel re-files his Delaware claims in Nevada. Simply put, these two former business partners—and Caesars for that matter—all deserve each other.

### **THE REPORT**

This Report, consistent with the Mandate, will discuss (I) the Assets of GRB and (II) the Receiver’s Recommendation for the Liquidation of GRB. It will begin by outlining the rights and obligations of the parties under the key agreements, as

---

<sup>2</sup> Specifically, the Receiver recommends that an IP transfer agreement be executed between GRB and Ramsay upon approval of the Receiver’s Recommendation, and that such agreement preclude Ramsay from using this assignment as a defense to any of the Assigned Claims or as a limitation on GRB’s damages. This assignment nevertheless recognizes Ramsay’s legitimate business interests in “sell[ing] one of the most popular and beloved food preparations in all of history,” and in IP based on his name/likeness that allows him to “capitalize on the celebrity and status Ramsay has spent his career building.” *In re GR BURGR, LLC*, 2017 WL 3669511, at \*11 (Del. Ch. Aug. 25, 2017). It also recognizes that, for the same reasons, the IP has little or no value to Seibel other than as a possible means of extracting further consideration from Ramsay.

well as set forth the material events and litigation tactics which inform the Receiver's valuation of GRB's assets and the decision to assign all of its claims to Seibel and GRUS/Ramsay. The discussion herein involves primarily undisputed facts; however, where there is a material dispute, the Receiver will set forth his observations on the matter, and where necessary give his opinion. The Receiver, of course, is not a judge and his opinion is only that—an opinion, informed by the Investigation and the desire to obtain a fair result for GRB (and both of its members).

**I. THE ASSETS OF GRB**

**A. GRB is Formed and Enters into the License Agreement and the Caesars Agreement.**

GRB is a Delaware limited liability company, which was formed in 2012 for the purpose of owning, developing, operating, and licensing the development of first-class, burger-themed restaurants. (See Limited Liability Company Agreement of GR BURGR, LLC (the "LLC Agreement") at Fifth Recital).<sup>3</sup> It is essentially a pass-through entity whereby Ramsay, through his entity, GRUS, and Seibel each own a 50% membership and economic interest (the "Members"). (*Id.* § 7.2). Authority to manage GRB is split evenly as well, with each Member having the right to appoint one manager of GRB (collectively, the "Managers"). (*Id.* § 8.2). The

---

<sup>3</sup> The LLC Agreement is attached as Exhibit A. All exhibits are attached to the Transmittal Affidavit of Kurt M. Heyman submitted contemporaneously herewith.

LLC Agreement provides that the Members can only assign their respective membership interests to a controlled entity with the consent of the Managers—meaning neither Member could effectuate any other type of assignment without the consent of the other Member. (*Id.* § 10.1(a)).

GRUS owns the trademark “BURGR Gordon Ramsay” (the “Mark”), and contemporaneously with the execution of the LLC Agreement, GRUS agreed to license the Mark to GRB, for a term of twenty (20) years (the “License Agreement”).<sup>4</sup> (License Agreement at Recital A, § 9).

GRB was given the right to sub-license the Mark for “the development and operation of first class [*sic*] restaurants solely under the name BURGR Gordon Ramsay,” defined as the “Restaurant Operation.” (*Id.* § 1.1). BURGR Gordon Ramsay was the name of the restaurant (the “Restaurant”).

GRB developed and is the sole owner of the trademarks “BURGR” and “GR BURGR.” (*Id.* at Recital C, Schedule B). It also developed “a burger-centric/burger-themed restaurant concept” (the “Concept”), as well as the recipes and menus for the Restaurant (the “Recipes and Menus”),<sup>5</sup> which along with the trademarks, are defined as “Company Rights.” Specifically,

---

<sup>4</sup> The License Agreement is attached as Exhibit B.

<sup>5</sup> Caesars and Ramsay dispute whether GRB developed any Concept or Recipes and Menus, [REDACTED]

[GRB] owns (a) the trademark “BURGR” and any variation thereof, but notwithstanding anything to the contrary herein contained specifically excluding any mark that includes the name “Gordon Ramsay” (the “Company Trademarks”), (b) the rights relating to the burger-centric/burger-themed restaurant [C]oncept utilizing the [Restaurant Operation] and/or the Company Trademark ..., and (c) the [R]ecipes and [M]enus relating to the Concept (but specifically excluding the [Mark] or the name “Gordon Ramsay” appearing therein or thereon. [sic]

(LLC Agreement at Fourth Recital).<sup>6</sup>

On December 13, 2012, GRB, Ramsay, and Caesars executed the Development, Operation and License Agreement (the “Caesars Agreement”).<sup>7</sup> The Caesars Agreement had an initial term of ten (10) years, unless terminated earlier (defined as the “Term”), with a mutual option for an additional five (5) years. (Caesars Agreement § 4.1). Pursuant to the Caesars Agreement, GRB provided to Caesars a sublicense to use the Mark, and a license to use the Recipes and Menus, the Concept, and other trade property developed by GRB to “identify the Restaurant” (defined as the “GRB Marks”), and used in the Restaurant located in a “prime

---

██████████ Regardless of that disputed fact, the License Agreement provides that any such Concept and Recipes and Menus are the property of GRB.

<sup>6</sup> The Recitals are incorporated by reference into the LLC Agreement. (*Id.* § 1; *see also* License Agreement § 1.5 (GRUS’s acknowledgement of GRB’s ownership interests)).

<sup>7</sup> The Caesars Agreement is attached as Exhibit C.

location”<sup>8</sup> within the hotel Planet Hollywood.<sup>9</sup> (*See id.* at Ex. B). GRB owns the GRB Marks. (LLC Agreement at Fourth Recital; Caesars Agreement at 3 (defining “GRB Marks” as “any trademark owned by GRB”) (emphasis added); License Agreement at Schedule B).<sup>10</sup>

It also owns the “General GR Materials,” which includes:

the concept, system, menus and recipes designed for use in connection with the Restaurant that are (a) created by or for Gordon Ramsay or GRB or contain trade secrets of Gordon Ramsay or GRB as of the Effective Date and (b) as are provided from time to time by Gordon Ramsay or GRB to [Caesars] for purposes of this Agreement.

(Caesars Agreement at p.3) (defining “General GR Materials”). “GRB has the exclusive rights to use and exploit the GRB Marks and General GR Materials. ...” (*Id.* at Recital B). Caesars acknowledged and agreed that “GRB is the owner of the GRB Marks and the General GR Materials and any modification, adaptation, improvement or derivative of or to the foregoing ...[,] and that all use of the GRB

---

<sup>8</sup> “[T]he marquis location was reflective of [Caesars]’s intention to promote the restaurant as a key element of the hotel’s amenities and a central attraction for its customers.” Caesars’s Opposition to Motion for Preliminary Injunction in Nevada Actions at 2-3. (Exhibit D).

<sup>9</sup> Caesars owns “all right, title and interest in and to the Restaurant Premises.” (Caesars Agreement § 3.1; *see also id.* at Ex. A (depicting the Restaurant Premises)).

<sup>10</sup> GRUS/Ramsay’s position that GRUS owns the GRB Marks is contrary to the plain language of the LLC Agreement and the Caesars Agreement, both of which Ramsay signed.

Marks and General GR Materials (including any goodwill generated by such use) shall inure to the benefit of GRB. ...” (*Id.* § 6.2.1).<sup>11</sup> As did GRUS/Ramsay.<sup>12</sup>

Caesars also agreed to pay royalty fees to GRB based on a percentage of gross restaurant sales and gross retail sales. (*See* Caesars Agreement § 8.1). Payment was made quarterly. (*Id.* § 8.2).

The Restaurant was “aggressively branded” by Caesars,<sup>13</sup> and it was profitable. From 2013 through 2015, Caesars paid royalty fees to GRB in the amounts of \$742,272.73, \$900,248.90, and \$1,086,851.65, respectively.<sup>14</sup> The Caesars Agreement and the Restaurant were GRB’s only means of generating revenue.

Seibel, GRUS/Ramsay and Caesars also contemplated the opportunity for expansion in Section 14.21 of the Caesars Agreement, which states:

---

<sup>11</sup> *See also id.* § 10.3.2 (“GRB will be the sole and exclusive owner ... of the GRB Marks and the General GR Materials.”).

<sup>12</sup> License Agreement § 1.5 (GRUS “hereby acknowledges that [GRB] has developed and owns the Concept ... including ... the Restaurant Operation using the Concept, which system includes, without limitation, unique menus and menu items, ingredients, recipes ... other than the Mark or name “Gordon Ramsay” . . . .”); LLC Agreement at Fourth Recital (setting forth GRB’s ownership of Company Rights).

<sup>13</sup> Ex. D at 7.

<sup>14</sup> Through September 2016, prior to the termination of the Caesars Agreement (as discussed below), Caesars paid \$736,048.84 in royalties. Half of this amount was paid to GRB and half was paid to GRUS—at the direction of GRUS.

If [Caesars] elects to pursue any venture similar to the Restaurant (i.e., any venture generally in the nature of a burger centric or burger themed restaurant), GRB shall, or shall cause an Affiliate to, execute a development, operation and license agreement generally on the same terms and conditions as this Agreement, subject only to revisions agreed to by the parties, including revisions as are necessary to reflect the differences in such things as location, Project Costs, Initial Capital Investment, Operating Expenses and the potential for Gross Restaurant Sales between the Restaurant and such other venture and any resulting Section 8.1 threshold adjustments.

(Caesars Agreement § 14.21). Only one Restaurant was opened prior to the termination of the Caesars Agreement.

**B. Caesars Terminates the Caesars Agreement and GRUS Terminates the License Agreement.**

The Caesars Agreement is a “privileged license,” and subject to the Nevada Gaming Commission.<sup>15</sup> (Caesars Agreement § 11.2). Caesars operates in the gaming space, and thus conditioned the rights and obligations of each party under the Caesars Agreement upon Caesars’ satisfaction that GRB and its Affiliates,<sup>16</sup>

---

<sup>15</sup> See Nevada Gaming Commission Regulation 3.080 (“The commission may deny, revoke, suspend, limit, condition, or restrict any registration or finding of suitability or application therefor upon the same grounds as it may take such action with respect to licenses, licensees and licensing; without exclusion of any other ground. The commission may take such action on the grounds that the registrant or person found suitable is associated with, or controls, or is controlled by, or is under common control with, an unsuitable person.”).

<sup>16</sup> Ramsay and Seibel are not affiliates of each other for purposes of the Caesars Agreement. (*Id.* at p.2) (defining “Affiliate”).

directors, officers, employees, agents, representatives, and other associates (defined as “GR Associates”) are not “Unsuitable Person[s]” in Caesars’ “sole discretion.” (*Id.* § 2.2). An “Unsuitable Person” is any person “whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain” the gaming and alcohol licenses held by Caesars or “who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of [Caesars] or its [a]ffiliates.” (*Id.* at p.6) (defining “Unsuitable Person”). The Caesars Agreement further provides that Caesars may make the determination that any person associated with GRB is an “Unsuitable Person” in its “sole and exclusive judgment.” (*Id.* § 11.2). Upon a determination of unsuitability by Caesars,

(a) Gordon Ramsay and/or GRB shall terminate any relationship with the [p]erson who is the source of such issue, (b) Gordon Ramsay and/or GRB shall cease the activity or relationship creating the issue to [Caesars’s] satisfaction, in [Caesars’s] sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by [Caesars] in its sole discretion, [Caesars] shall, without prejudice to any other rights or remedies of [Caesars] including at law or in equity, have the right to terminate [the Caesars Agreement] and its relationship with Gordon Ramsay and GRB.

(*Id.*). GRB agreed that any termination of the Caesars Agreement pursuant to Section 11.2 “shall not be subject to dispute by ... GRB[.]” (*Id.*).

On April 18, 2016, Seibel pled guilty to a one-count felony criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) after employing an undeclared Swiss bank account and Panamanian shell company to hide taxable income. He was sentenced on August 19, 2016 to one month of imprisonment, six months of home detention and 300 hours of community service in addition to restitution.

One week prior to his guilty plea, Seibel attempted to assign his membership interest in GRB to The Seibel Family 2016 Trust (the “Trust”) and to appoint a replacement manager for GRB, apparently without advising GRUS/Ramsay that the reason he was seeking to assign his interest in GRB was due to his plan to plead guilty to a felony. GRUS and Ramsay did not provide their consent to the assignment or the replacement manager.<sup>17</sup>

Neither Ramsay, GRUS, nor Caesars knew of Seibel’s felony conviction before it became public knowledge in late-August 2016.<sup>18</sup> Indeed, on September 2,

---

<sup>17</sup> GRUS stated it would “consider” an assignment if Seibel would provide it with “details regarding the ownership structure of The Seibel Family Trust” and “details of, and your relationship/affiliation with, the trustee(s) and beneficiary(ies) and the ultimate beneficial owner of the Trust,” among other things. (*See* Ltr. from Gillies to Seibel, dated April 13, 2016; Exhibit E).

<sup>18</sup> Seibel contends that Caesars was aware of his “tax problem” in 2014, and points to a deposition transcript on the matter. The Receiver has not seen anything indicating that Caesars was aware of Seibel’s felony conviction, however, before the public learned of it in late August 2016. In fact, Seibel alleged in federal court that

2016, GRUS and Ramsay’s counsel sent a letter to Seibel’s counsel describing their frustration with learning of the felony conviction via the press and their outrage for Seibel’s failure to disclose his intent behind his desire to assign his membership interest to the Trust in April 2016. Importantly, that letter also foretells the determination by Caesars that Seibel is an Unsuitable Person and the possible termination of the Caesars Agreement by Caesars. (Exhibit F)

Later that day, Caesars did exactly as GRUS/Ramsay predicted and sent a letter to GRB, Seibel and Ramsay stating that Seibel’s felony conviction rendered him an “Unsuitable Person,” and demanded that “GRB, [] within 10 business days of the receipt of this letter, terminate any relationship with Mr. Seibel and provide Caesars with written evidence of such terminated relationship.” (Exhibit G). The letter also stated that “[i]f GRB fails to terminate the relationship with Mr. Seibel, Caesars will be required to terminate the [Caesars] Agreement pursuant to Section 4.2.5 of the [Caesars] Agreement.” Caesars’ letter thus appears to invoke Section 11.2(a) of the Caesars Agreement, which allows an opportunity to cure Seibel’s unsuitability.<sup>19</sup> GRUS/Ramsay then sent a letter to Seibel’s attorney on September

---

“[n]either Ramsay nor [Caesars] was aware in April 2016 of the tax investigation that resulted in the judgment against Seibel ... when they conspired to reject Seibel’s proposed transfer.” (Nevada Federal Action Complaint ¶ 34) (emphasis added).

<sup>19</sup> Section 11.2(a) provides that “GRB shall terminate any relationship with the Person who is the source of such issue,” *arguably* not implicating the Trust.

6, 2016 requesting that Seibel “terminate *any* relationship” with GRB “and sign all necessary documents to confirm such termination.” (Exhibit H) (emphasis in original).

On September 8, 2016, Seibel again proposed to transfer his interest in GRB to the Trust or, at least, to discuss other possible transfers. (Exhibit I). Seibel also spotlighted that GRUS/Ramsay’s September 6 letter suggested that Caesars and GRUS/Ramsay were privately discussing Seibel’s Unsuitable Person status and the termination of the Caesars Agreement—points not denied by either.<sup>20</sup>

On September 12, 2016, both GRUS/Ramsay and Caesars rejected Seibel’s proposal to transfer his interest to the Trust. GRUS/Ramsay asserted that it had no contractual obligation to agree to any transfer of Seibel’s interest. (*Id.*). Caesars determined that because “the proposed assignee and its Associates have direct or indirect relationships with Mr. Seibel, ... the proposed assignee and its Associates are Unsuitable Persons,” under the Caesars Agreement. (Exhibit K; *see also* Caesars Agreement § 2.2 (defining GR Associate to include “representatives” and “agents”)).

However, due to the shared authority of GRB, GRUS/Ramsay could not unilaterally terminate Seibel’s interest in GRB, either. GRUS/Ramsay thus advised

---

<sup>20</sup> See Letter from Gaut to Ziegler, dated 9/12/16 (“[A]ny communications with Caesars have been on behalf of Mr. Ramsay and GRUS, not [GRB].”). (Exhibit J).

Caesars on September 15, 2016 that the only way to dissociate from Seibel, absent his assent, would be to petition for the dissolution of GRB. (Exhibit L).

By letter dated September 21, 2016, Caesars terminated the Caesars Agreement on the grounds that “[a]s of 11:59 p.m. on September 20, 2016, Caesars had not received any evidence that GRB had disassociated with Rowen Seibel, an individual who is an Unsuitable Person, pursuant to the [Caesars] Agreement.” (Exhibit M).

By letter dated September 22, 2016, GRUS terminated the License Agreement on the grounds that (1) Caesars terminated the Caesars Agreement; (2) the termination of the Caesars Agreement defeated the purpose of the License Agreement; and, (3) Seibel never disclosed and affirmatively misrepresented the facts and events surrounding Seibel’s felonious conduct.<sup>21</sup> (Exhibit N).

### **C. The Wind Down Period.**

Caesars’ decision to terminate the Caesars Agreement has consequences under the Caesars Agreement. (*See* Caesars Agreement § 4.3). First, Caesars was entitled to “operate the Restaurant and use the License for one hundred twenty (120) days from such termination,” in order to wind down operations and “reconcept” [*sic*]

---

<sup>21</sup> GRUS also purported to terminate the LLC Agreement on September 27, 2016, for the same reasons.

the Restaurant (the “Wind Down Period”). (*Id.* § 4.3.2(a)). During the Wind Down Period, however, “[Caesars] shall continue to be obligated to pay GRB all amounts due GRB [under the Caesars Agreement] that accrue [post-termination] in accordance with the terms of this [Caesars] Agreement as if this [Caesars] Agreement had not been terminated.” (*Id.*).

The Wind Down Period took longer than the allotted 120 days and was completed on March 31, 2017.<sup>22</sup> The Investigation revealed that Caesars owes GRB \$600,638.48 for unpaid royalty fees accrued during the Wind Down Period. Caesars has made no payments to GRB, GRUS, Ramsay, or Seibel for accrued royalties during the Wind Down Period.<sup>23</sup> As discussed further below, the Receiver does not believe there is any legitimate defense to this claim against Caesars.

---

<sup>22</sup> Caesars requested an extension of the Wind Down Period from GRUS only, taking the position that it could not even communicate with Seibel after he was designated an Unsuitable Person. (Bowen Declaration in Support of Caesars’ Opposition to Seibel’s Motion for Preliminary Injunction in Nevada Actions ¶ 5). GRUS granted the extension. (*Id.*).

<sup>23</sup> An inadvertent payment was made from Caesars to GRUS on January 30, 2017, and returned to Caesars on February 6, 2017. (*See* Petkov Declaration in Support of Caesars’ Opposition to Seibel’s Motion for Preliminary Injunction in Nevada Actions ¶ 7). Moreover, a payment was made to GRUS pursuant to the terms of the new licensing arrangement between Ramsay and Caesars for the New Restaurant (defined below) in April 2017, because Ramsay’s entity, RB Restaurant Ventures, LLC (“RBR”), was not yet operational. All payments after April 2017 were made to RBR, not GRUS.

Second, any liability GRB may have under the Caesars Agreement is extinguished as of the date of termination. (Caesars Agreement § 4.3.1 (“Upon ... termination of this Agreement, there shall be no liability or obligation on the part of any party with respect to this Agreement. ...”)). During the Wind Down Period, Caesars sought to rebrand the Restaurant by replacing “everything ... from logo plates to beverage coasters, cocktail napkins, dinner napkins, to go bags, to go cups, burger picks, cocktail picks, fry cones, pens, beer glasses, retail sale hats, shirts, menus, all employee uniforms, and restaurant and identity signage both inside and outside of the restaurant and casino.” (Bowen Declaration ¶ 3). The costs associated with the rebranding efforts totaled [REDACTED] (the “Rebranding Costs”):

China	[REDACTED]	Existing /New
Signage and Messaging	[REDACTED]	
Uniforms / Uniform Inventory	[REDACTED]	Existing /New
Physical Plant	[REDACTED]	
Table Top	[REDACTED]	
Logo Goods / Paper & Disposables	[REDACTED]	
Retail Goods	[REDACTED]	
<b>TOTAL</b>	[REDACTED]	

Caesars, GRUS, and Ramsay took the position with the Receiver that GRB must reimburse them for the Rebranding Costs, despite Caesars electing to terminate the Caesars Agreement, the lack of any express provision providing for such reimbursement, and the extinguishment of liability pursuant to Section 4.3.1. The Receiver believes there is no merit to this claim.

Third, although GRB's liability is extinguished upon termination, certain rights belonging to GRB survive termination under Section 4.3.1 of the Caesars Agreement, including Section 6.2 (pertaining to GRB's ownership of the GRB Marks and General GR Materials), and Section 14.21 (discussing Caesars' right to elect to pursue other "burger centric or burger themed restaurant[s]"). The survival of these rights, among others, forms the basis for many of GRB's claims in the Nevada Actions and the Delaware Action and are worth being pursued as discussed further below.

Fourth, upon termination, Caesars had the "right, but not the obligation, immediately or at any time after such ... termination, to operate a restaurant in the Restaurant Premises; provided, however, such restaurant shall not use the Restaurant's food and beverage menus or recipes developed by GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials." (*Id.* § 4.3.2(e) (emphasis in original)). Caesars did not elect to open just any restaurant in the Restaurant Premises, but decided to open another burger restaurant with Ramsay.

The parties hotly dispute the effect of the rebranding efforts, including the level of similarity of the menu items for the Restaurant and the new restaurant at the Restaurant Premises (the “New Restaurant”). Nevertheless, [REDACTED]

[REDACTED]

[REDACTED]

Indeed, during the Wind Down Period, Ramsay submitted applications to the United States Patent and Trademark Office (“USPTO”) in October and November 2016 to trademark “GORDON RAMSAY BURGER”—the name of the New Restaurant. This application was rejected several times by the USPTO because the proposed mark was too similar to the Mark (“BURGR Gordon Ramsay”) and would likely lead to consumer confusion. The USPTO stated:

In this case, the name GORDON RAMSAY is a dominant feature of both marks and both marks also include the word BURGER, albeit intentionally misspelled in the registration. Consumers seeing the same name, both in connection with foods related services, are likely to believe that the services emanate from a common source.

...

Because the marks are substantially similar and the services are in part identical and in part very closely related, registration of the applicant’s mark is refused.

(Exhibit O).

**D. Ramsay and Caesars Open the New Restaurant and Enter into a New License Agreement.**

---

On February 10, 2017, Ramsay, Caesars, and RBR entered into a new licensing relationship (the “New License”).<sup>24</sup> The New License is very similar to the Caesars Agreement, except:

- [REDACTED]  
[REDACTED] (New License § 3.1);
- [REDACTED]  
[REDACTED]<sup>25</sup> (*id.* § 7.1);
- [REDACTED] (*see* First Amendment to New License § 1);
- [REDACTED]  
[REDACTED]  
[REDACTED] (New License § 7.1);
- [REDACTED]  
[REDACTED] (*id.* §§ 5.6, 13.15); and
- [REDACTED]  
[REDACTED]

---

<sup>24</sup> The New License is attached as Exhibit P.

<sup>25</sup> [REDACTED]  
[REDACTED]  
[REDACTED]

Like the Restaurant, the New Restaurant has been profitable and generated royalties of [REDACTED] from April 1, 2017 through December 31, 2017.<sup>26</sup>

Since the Appointment, some articles have been published describing either Caesars or GRUS/Ramsay's plans to expand on their burger-themed venture.<sup>27</sup> Nevertheless, both Caesars and Ramsay's counsel have stated on multiple occasions to the Receiver that they are not aware of any plans for expanding Gordon Ramsay Burger beyond the New Restaurant.

#### **E. The Delaware Action**

GRUS filed its petition for judicial dissolution pursuant to Section 13.1 of the LLC Agreement and 6 *Del. C.* § 18-802 on October 13, 2016. On November 23, 2016, Seibel answered the petition and asserted the following counterclaims: (1) breach of the License Agreement, brought derivatively on behalf of GRB against GRUS ("Count I"); (2) misappropriation and unjust enrichment, brought derivatively on behalf of GRB against GRUS ("Count II"); (3) breach of fiduciary duty, brought directly by Seibel against GRUS ("Count III"); and (4) breach of

---

<sup>26</sup> Caesars only paid RBR [REDACTED] in royalty fees in 2017, because it deducted RBR's half of the Rebranding Costs ([REDACTED]). It claims the remainder from Seibel.

<sup>27</sup> (*See Exhibits Q and R*). These articles surfaced in the midst of ongoing settlement negotiations and understandably created complications for all involved.

fiduciary duty, brought derivatively on behalf of GRB against GRUS (“Count IV” and collectively, the “Counterclaims”).

On December 13, 2016, GRUS moved for judgment on the pleadings on its petition for judicial dissolution. GRUS simultaneously moved to dismiss, or in the alternative, stay or sever the Counterclaims. On January 3, 2017, the Court ruled that it would decide the motion for judgment on the pleadings before addressing the motion to dismiss or sever the Counterclaims. The Court also stayed discovery.

On January 17, 2017, GRUS moved to expedite the proceeding with respect to the motion for judgment on the pleadings because Seibel filed the Nevada Actions (as discussed below). The Court denied the motion to expedite.

On August 25, 2017, the Court granted GRUS’s motion for judgment on the pleadings concerning its petition for judicial dissolution. As stated above, the Dissolution Order, dissolving GRB, was entered on October 5, 2017; the Receiver accepted his Appointment on December 11, 2017; and the Appointment Order was entered on December 13, 2017.

On December 19, 2017, Seibel moved for entry of partial final judgment. The Court denied that motion on January 5, 2018, and ordered the Receiver to issue this Report and Recommendation.

**F. The Nevada Actions**<sup>28</sup>

On January 11, 2017, Seibel filed a derivative action in the United States District Court for the District of Nevada on behalf of GRB, seeking, among other things, a declaration that the Caesars Agreement was not validly terminated, a determination that Caesars and Ramsay breached the Caesars Agreement and the implied covenant of good faith and fair dealing, as well as claims for unjust enrichment, injunctive relief, and civil conspiracy. Contemporaneous with the filing of the complaint, Seibel moved for a preliminary injunction seeking to enjoin (1) the termination of the Caesars Agreement; (2) the use of GRB’s intellectual property; and (3) the operation of a “BURGR restaurant or a similar restaurant at the [R]estaurant [P]remises.”

On February 13, 2017, the U.S. District Court for the District of Nevada held a hearing and requested additional briefing on whether it had subject matter jurisdiction. On February 21, 2017, the parties stipulated to a voluntarily dismissal of the action, without prejudice.

On February 28, 2017, Seibel refiled his derivative claims on behalf of GRB in Nevada state court. Seibel again moved to enjoin Caesars from taking any action

---

<sup>28</sup> GRB has not entered its appearance in the Nevada Actions and the Receiver does not claim to know every nuance and procedural skirmish of the parties there. His knowledge exclusively derives from the Investigation and the information the parties have chosen to provide to him.

in furtherance of its decision to terminate the Caesars Agreement. That motion was denied without prejudice on March 22, 2017. At that hearing, the court found against Seibel on each element of his preliminary injunction, including that he had failed to demonstrate that he is likely to succeed on the merits on his claim that the Caesars Agreement was improperly terminated.

On April 7, 2017, Caesars moved to dismiss all of Seibel's claims and Ramsay joined in that motion. On May 17, 2017, the Nevada court granted a partial dismissal of Seibel's claims, without prejudice. As to the claims against Caesars, the court dismissed the following breach of contract claims based on the "plain language" of the Caesars Agreement:

- Continuing to do business with Ramsay after the termination of the Caesars Agreement;
- Failing or refusing to allow GRB the opportunity to cure Seibel's unsuitability status; and
- Attempting and planning to operate the New Restaurant without entering into a separate agreement with GRB.

The court allowed the other breach of contract claims to survive against Caesars, including:

- The continued use of the GRB Marks and General GR Materials at the New Restaurant; and

- The non-payment of accrued but unpaid royalty fees during the Wind Down Period.<sup>29</sup>

The court denied the motion to dismiss as to the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory judgment claims. Ramsay's joinder was denied in its entirety. (*Id.* at 25).

On June 28, 2017, Seibel filed an amended complaint. Caesars and Ramsay answered the amended complaint on July 21, 2017. On September 18, 2017, Seibel moved for partial summary judgment on his claims for unpaid royalty fees accrued during the Wind Down Period and for failure to enter into a new agreement with GRB pursuant to Section 14.21 of the Caesars Agreement. On March 7, 2018, the Nevada court vacated Seibel's motion for summary judgment because of the Receiver's Appointment, holding that "to pursue the [m]otion, the [m]otion must be re-filed rather than re-notice." (Exhibit T).

On August 25, 2017, Caesars filed a declaratory judgment action in Nevada state court, seeking a declaratory judgment that the Caesars Agreement, among several other agreements it entered into with Seibel, was properly terminated. The action was consolidated with Seibel's Nevada state court action on February 9, 2018, becoming the Nevada Actions.

---

<sup>29</sup> This transcript is attached as Exhibit S.

On March 11, 2020, Caesars filed an amended complaint. The amended complaint adds several personal claims against Seibel relating to alleged commercial bribery. Caesars also asserted a breach of the implied covenant of good faith and fair dealing purportedly against GRB and each of the other entity defendants. The Receiver and Caesars are currently discussing potential modifications to the schedule in the Nevada Actions in light of the new claims asserted in the amended complaint and the submission of this Report.

#### **G. Summary of GRB's Assets**

In summary, GRB's assets include the following:

- The GRB Marks and General GR Materials, including “any modification, adaptation, improvement or derivative of or to the foregoing” and any “goodwill generated by such use” (together, the “IP Rights”);<sup>30</sup>
- The Company Rights, including the Company Trademarks, the Concept, and the Recipes and Menus;
- All other rights which survived the termination of the Caesars Agreement, including Section 14.21 concerning any expansion plans for a “burger-themed” restaurant;
- The Counterclaims in the Delaware Action, except for Count III which is a direct claim asserted by Seibel against GRUS; and
- Seibel's derivative claims in the Nevada Actions.

---

<sup>30</sup> As stated above, GRB does not own the Mark; that is the property of GRUS.

Being that the derivative claims asserted encompass the contractual rights and intellectual property belonging to GRB, it is fair say that GRB's only assets are the derivative claims asserted by Seibel against GRUS/Ramsay and Caesars in the Delaware and Nevada Actions.<sup>31</sup>

---

<sup>31</sup> As set forth below, GRUS/Ramsay, in correspondence with the Receiver, have also claimed that there are valid derivative claims against Seibel. These claims have not been asserted as of the date of this Report.

## **II. THE RECEIVER'S RECOMMENDATION FOR THE LIQUIDATION OF GRB**

---

The task of evaluating the derivative claims belonging to GRB is somewhat of a fiction: GRB is essentially a pass-through entity equally owned and managed by Seibel and GRUS/Ramsay, and any benefit the Receiver obtains for GRB would inure to the benefit of each Member, equally. However, because the derivative claims asserted to date are exclusively levied against Ramsay or his business partner, Caesars, Seibel stands as the principal beneficiary of any “derivative” recovery from the Receiver’s efforts. GRB’s claims are thus essentially damages claims against Ramsay and Caesars. The temptation, therefore, from the date of the Appointment was simply to allow Seibel to prosecute GRB’s claims on his own dime and allow him to keep 50% of the money he recovers on behalf of GRB. But the Receiver’s duties are owed to GRB, and by extension to both of its Members. Accordingly, a fair result to both Seibel and Ramsay has been the Receiver’s aim for over two years.

Indeed, the mutual resolution of the derivative claims would appear to benefit everyone, as the equities involved leave a lot to be desired on both sides of the “v.”<sup>32</sup>

---

<sup>32</sup> At times, the Receiver pursued an amicable resolution among Ramsay, Caesars and Seibel, whereas at other times the discussions were principally with Ramsay and Caesars. If the Receiver had reached a resolution with Ramsay and Caesars alone on behalf of GRB that he thought was fair to all involved, he would have presented it to the Court for approval over Seibel’s objection. That did not happen, however.

Seibel, a convicted felon, is far from a sympathetic plaintiff. It also appears that he did not tell his business partner, Ramsay, he was convicted of a felony; and, it appears he failed to disclose the reason that he desired to transfer his membership interest in GRB into the Trust was his (forthcoming) felony conviction, which certainly calls into doubt his legal argument regarding his unsuitability status. And, of course, many of the events of which Seibel complains—and that have harmed GRB—flow from his choices and illegal conduct.

But no one forced Ramsay and Caesars to open a new, burger-themed restaurant in the Restaurant Premises. That was a business decision, which carried with it the known risk of infringing GRB's intellectual property and wrongfully taking its good will. Ramsay and Caesars are sophisticated business parties; they certainly knew that the Concept was profitable and that the New Restaurant would almost certainly be a success—a fact already proven, as the pro-rated royalties of 2017 amounted to GRB's highest grossing year. The difference, however, is Ramsay is now receiving 100% of the royalties from Caesars—a reality which frames much of the parties' rhetoric.

Finally, despite significant progress between Ramsay and Seibel to resolve their differences as to GRB, Caesars has remained obstinate, refusing to respond to reasonable and limited proposals for weeks or months at a time. Caesars' glacial

pace reeks of gamesmanship and has thwarted an economically-rational and amicable end to GRB.

Within this equitable backdrop, the Receiver will discuss how he valued GRB's claims for purposes of making this Report and crafting his Recommendation.<sup>33</sup>

**A. The Claims Worth Pursuing**<sup>34</sup>

***1. The Accrued Licensing Fees for the Wind Down Period***

As stated above, Caesars' decision to terminate the Caesars Agreement has consequences under the Caesars Agreement. (Caesars Agreement § 4.3). First, the Caesars Agreement provides that upon termination "[Caesars] shall continue to be obligated to pay GRB all amounts due GRB hereunder that accrue [post-termination] in accordance with the terms of this Agreement as if this Agreement had not been terminated." (*Id.* § 4.3.2(a)). The amount of licensing fees accrued for the Wind Down Period is \$600,638.48. The Receiver believes this amount is indisputably owed to GRB, [REDACTED]

---

<sup>33</sup> This analysis formed the basis for the ultimately unsuccessful efforts to resolve this matter amicably.

<sup>34</sup> Whether a claim is "worth pursuing," in the Receiver's opinion, means it is likely to survive dispositive motion practice, *i.e.*, summary judgment. The Receiver is not, however, distinguishing between claims that are "worth pursuing" and claims that are "not worth pursuing" in the proposed assignments of claims discussed herein.

## 2. *The Continued Use of the GRB Marks and General GR Materials*

Second, Section 6.2 (pertaining to GRB's ownership of the GRB Marks and General GR Materials) survived the termination of the Caesars Agreement. Caesars also had the "right, but not the obligation, immediately or at any time after such ... termination, to operate a restaurant in the Restaurant Premises; provided, however, such restaurant shall not use the Restaurant's food and beverage menus or recipes developed by GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials." (*Id.* § 4.3.2(e) (emphasis added)). Accordingly, Caesars and Ramsay agreed that GRB retained the right to protect its intellectual property post-termination.

Caesars and Ramsay have put forth several defenses to this claim, including the significant Rebranding Costs incurred by them in an effort not to infringe GRB's intellectual property. In short, the Receiver believes that the claim that the GRB Marks and General GR Materials are continuing to be used at the New Restaurant, and Caesars and Ramsay's defenses thereto, is not likely to be resolved prior to trial. However, to the extent such a breach is occurring at the New Restaurant, Caesars is, in effect, already paying Ramsay (or RBR) for the use of the GRB Marks and General GR Materials. Accordingly, any amount owed to GRB for the unauthorized use of its intellectual property should be, as a theoretical matter, recovered from

Ramsay or RBR, not Caesars. Stated differently, Caesars should not have to pay for the use of GRB's IP Rights and Company Rights twice.

The Receiver valued this claim, as follows:<sup>35</sup>

- a. **2017 Royalty Fees**: Total = [REDACTED] ([REDACTED] in Royalty Fees + [REDACTED] in Rebranding Costs deducted by Caesars).
- b. **2018-21 Projected Royalty Fees** (*i.e.*, the remaining 4 years of the New License): Average royalties paid to GRB under the Old License (pro-rating for the shortened 2016) to come up with average annual royalties of [REDACTED] for GRB.
  - [REDACTED] x 4 (years) = [REDACTED]
- c. **Expected Total Revenue for New License**: A + B ([REDACTED] + [REDACTED]) = [REDACTED] in expected total royalties over the duration of the Term of the New License.
- d. **Discounted Present Value of Claim**: The discounted present value of [REDACTED] (assuming standard 3% inflation over 4 years) = [REDACTED]
- e. **Seibel's Share of Royalty Claim**: D/2 = [REDACTED]<sup>36</sup>

---

<sup>35</sup> The Receiver is not aware of the actual royalties paid to RBR in 2018 and 2019. Nevertheless, the Receiver has seen nothing from the parties calling into question this valuation/projection.

<sup>36</sup> By providing this analysis, the Receiver does not intend to limit Seibel's ability to value this claim differently should the Receiver's Recommendation be accepted. It is included solely to satisfy the Mandate and to demonstrate to the Court that this claim is worth pursuing. It is worth noting that this analysis reflects a conservative approach. First, the Receiver used the average royalties paid under the License Agreement rather than the slightly more lucrative New License. Second, the Receiver did not assume that the Term of the New License will be renewed.

Accordingly, the Receiver conservatively values GRB's claims at [REDACTED], and Seibel, who has the economic incentive to pursue them, should be permitted to do so.<sup>37</sup> This assignment of claims would allow Seibel, consistent with the Mandate, to fully exploit the assets of GRB to their highest value. Moreover, the Receiver recognizes that these "claims" are asserted in many different forms in the Nevada and Delaware Actions, including misappropriation, unjust enrichment and breach of fiduciary duty. In an effort to avoid duplication, it suffices to say that Seibel should be permitted to re-file his Delaware Counterclaims in the Nevada Actions.

**B. The Claims Not Worth Pursuing**

***1. Seibel's Claim for the Purported Wrongful Termination of the Caesars Agreement***

The critical determination for the Receiver in placing a value on GRB's claims is whether Caesars had the right to terminate the Caesars Agreement. At the outset, the Receiver observes that Seibel's arguments for why the Caesars Agreement was wrongfully terminated are essentially a rehash of his positions asserted against dissolution itself: that dissolution would be inequitable due to the alleged "collusive

---

<sup>37</sup> Ramsay has reserved the right to be repaid his initial funding loan of \$100,000. To the extent that the Receiver's invoices ultimately exceed that amount, the Receiver may apply to the Court for payment from the parties.

plot” hatched by Caesars and GRUS/Ramsay to terminate the Caesars Agreement.<sup>38</sup> This argument was rejected by the Court and the Receiver believes it is outside the scope of the Mandate to revisit the issue. However, for the sake of completeness, the Receiver agrees that Caesars likely had the right to terminate the Caesar Agreement because, in the Court’s words, the situation is one of Seibel’s “own making.”<sup>39</sup>

The Caesars Agreement is governed by Nevada law (Caesars Agreement § 14.10.1), which enforces the plain meaning of unambiguous terms of a contract.<sup>40</sup> *See Ringle v. Bruton*, 86 P.3d 1032, 1039 (Nev. 2004) (stating that “when a contract is clear, unambiguous, and complete, its terms must be given their plain meaning”).

Based on the Investigation, the Receiver believes that Caesars likely had the right to terminate the Caesars Agreement based on the plain language of Sections 4.2.5 and 11.2. As stated above, Caesars bargained for the right to determine “in [its] sole and exclusive judgment, that [Seibel] is an Unsuitable Person,” as well as the right to terminate the Caesars Agreement pursuant to Section 11.2 “in its sole discretion.” The Receiver believes that Caesars validly exercised its bargained-for

---

<sup>38</sup> *GR BURGR, LLC*, 2017 WL 3669511, at \*4.

<sup>39</sup> *Id.* at \*6.

<sup>40</sup> The Receiver does not purport to be a Nevada lawyer or an expert in Nevada law.

discretion and Seibel's claim for the improper termination of the Caesars Agreement is not likely to survive summary judgment.<sup>41</sup>

Seibel makes several arguments to the contrary which the Receiver finds unpersuasive. First, Seibel argues that he does not fit within the definition of an "Unsuitable Person" under the Caesars Agreement. An "Unsuitable Person" is any person "whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain" the gaming and alcohol licenses held by Caesars or "who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of [Caesars] or its [a]ffiliates." (Caesars Agreement at p.6). The Receiver believes that Seibel's felony conviction not only "could" negatively impact Caesars, but already has, as evidenced by the rampant press reports in late August 2016. Moreover, Seibel's argument appears, at best, to be disingenuous, considering Seibel's failure to disclose that his plan to plead guilty to a felony was the reason he desired to transfer his interest in GRB to the Trust. And, of course, he

---

<sup>41</sup> The Nevada Gaming Control Board appears to agree with this determination, when it wrote the following to Caesars' counsel: "You have outlined the process taken by Caesars once it became aware of the issues and concerns with Mr. Seibel, including a review by the Company's Compliance Committee, and a termination of the relationships with Mr. Seibel by invoking the suitability provisions included in the various agreements. Based on a review of the information you have presented, I am comfortable that Caesars has appropriately addressed the matter and followed the process we would expect of a Nevada gaming license." (Exhibit U).

failed to disclose his conviction to his business partners until it was exposed to the public. These facts suggest that Seibel was well aware that pleading to a felony could result in him being an Unsuitable Person, particularly as a matter of Caesars' discretion.

Second, Seibel argues that he cannot be an Unsuitable Person because Caesars continues to do business with other individuals who have done far worse things than Seibel and they have not been deemed unsuitable by Caesars. That, however, is the essence of discretion. Caesars bargained for the right "in its sole discretion" to determine whether Seibel is an Unsuitable Person. Being that Seibel fits within the definition of an Unsuitable Person in the Caesars Agreement, the Receiver believes Seibel's comparators are largely irrelevant to this determination.

Third, Seibel makes the highly technical argument that Caesars did not immediately terminate the Caesars Agreement, but instead invoked the provision which provided for the opportunity to cure Seibel's unsuitability status within 10 days. (*See* Exhibit G). And, because Caesars rejected the assignment to the Trust or to consider any other alternative transactions, it failed to give Seibel the opportunity to cure. As a threshold matter, GRUS/Ramsay had to approve any assignment of Seibel's interest in GRB to the Trust—and they had no obligation to do so. (LLC Agreement § 10.1(a)). Caesars also was permitted to determine "in its

sole discretion” whether the proposed assignment to the Trust would in fact cure Seibel’s unsuitability status. Caesars determined that it did not.

**2. *Seibel’s Breach of Implied Covenant of Good Faith and Fair Dealing Claim and the Purported Scheme to Oust Him***

Seibel’s real gripe is that Caesars did not exercise its discretion in good faith, because it actually desired to oust Seibel from GRB well before his felony conviction. Stated differently, Seibel alleges that Caesars and Ramsay violated the implied covenant of good faith and fair dealing by concocted a scheme to pocket the profitability of GRB to Seibel’s detriment. Seibel principally relies on the deteriorating business relationship with Ramsay prior to his felony conviction and the letter exchanges from Caesars and GRUS/Ramsay in September 2016 as support for these claims.

This argument largely appears to be a recast of Seibel’s contention that the Caesars Agreement was improperly terminated. As stated above, Nevada will enforce the terms of an unambiguous agreement. *Kaldi v. Farmers Ins. Exch.*, 21 P.3d 16, 21 (Nev. 2001) (“We are not free to modify or vary the terms of an unambiguous agreement.”). For the reasons stated above, the Receiver believes Caesars had the discretion to terminate the Caesars Agreement.

Moreover, under Nevada law, a party is not permitted to use the implied covenant of good faith and fair dealing to contradict the express terms of the contract.

*See, e.g., Kuiava v. Kwasniewski*, 367 P.3d 791, 791 (Nev. 2010) (“[G]iven the provisions of the partnership agreement confirming that no other understandings between the parties existed, there was no genuine issue of material fact as to whether respondents breached the implied covenant of good faith and fair dealing.”) (citing *Kucharczyk v. Regents of University of California*, 946 F.Supp. 1419, 1432 (N.D.Cal.1996) (noting that the implied covenant of good faith and fair dealing may not be used to imply a term that is contradicted by an express term of the contract)); *Griffin v. Old Republic Ins. Co.*, 133 P.3d 251, 254 (Nev. 2006) (“[W]e [will not] attempt to increase the legal obligations of the parties where the parties intentionally limited such obligations.”). Perhaps Seibel’s felony conviction provided an easier or more profitable path to terminating the Caesars Agreement for Caesars and GRUS/Ramsay, but the Receiver does not view the exercise of a contractual right as evidence of bad faith. To say otherwise is to change the legal rights and obligations of the parties.

### ***3. Seibel’s Claim for the Purported Breach of Section 14.21 of the Caesars Agreement***

The seismic difference between the parties’ valuation of the derivative claims is most reflective of how the parties valued the survival of Section 14.21 of the Caesars Agreement, which seems to contemplate expansion beyond the one Restaurant. Seibel alleges that, prior to termination, he desired to expand, but was

rebuffed by Caesars and GRUS/Ramsay. Accordingly, it is undisputed that there was only one Restaurant “in being” at the time GRB was dissolved. *See 8 Del. C. § 279.* GRB, as a legal matter, cannot expand beyond the Restaurant, since it is dissolved and its license has been terminated. Nor is one party’s unilateral desire to expand sufficiently concrete to place any value on the purported future restaurants for purposes of a liquidation plan. The Receiver will not engage in such a speculative exercise.

Therefore, Seibel creatively argues that the New Restaurant is a “burger-themed, burger-centric” restaurant, and thus Caesars was required to enter into a new licensing relationship with GRB for the New Restaurant. The Nevada state court dismissed this claim without prejudice. The Receiver is similarly unconvinced that Caesars, which operates in the gaming space, was required to enter into a new license with the same Unsuitable Person who caused the termination of the Caesars Agreement. Because this claim appears equal parts impossible and, frankly, inequitable, the Receiver has placed no value on Seibel’s claim that he should receive the proceeds of any expansion beyond the New Restaurant. Regardless, despite some reports to the contrary, both Caesars and GRUS/Ramsay’s counsel have repeatedly denied any such expansion plans, and to the Receiver’s knowledge, no such expansion has occurred to date. Accordingly, any valuation of this claim would be entirely speculative.

#### ***4. Ramsay's Purported Breach of Contract Claim Against GRB for the Rebranding Costs***

In correspondence with the Receiver, Ramsay and Caesars claim that Seibel's felonious conduct caused GRB to breach the Caesars Agreement, which resulted in the Rebranding Costs. To the Receiver's knowledge, Caesars and Ramsay have not asserted this claim in the Nevada Actions. Nor have they cited any authority supporting the proposition that a party, having validly terminated a contract, may collect consequential damages resulting from its own termination. As set forth above, the Receiver is of the view that Caesars had the right to terminate the Caesars Agreement. But that was Caesars' decision, and no provision of the Caesars Agreement permits it to charge GRB for the Rebranding Costs resulting from the termination. Moreover, it was Caesars and Ramsay's business decision to open a new burger restaurant in the Restaurant Premises post-termination that resulted in the Rebranding Costs. Thus, the Receiver views Section 4.3.1—extinguishing post-termination liabilities—as foreclosing any collection of the Rebranding Costs from GRB. The Receiver also notes that Caesars and Ramsay—the two entities benefiting from the operation of the New Restaurant—appear to have come to their own accord and satisfaction with respect to how the Rebranding Costs should be split between them in the New License. The Receiver places no value on this purported derivative claim.

**5.     *Ramsay's Purported Breach of Fiduciary Duty Claim  
Against Seibel.***

In correspondence with the Receiver, Ramsay claims that Seibel breached his fiduciary duty of candor to Ramsay causing the complete loss of GRB as an enterprise. As set forth above, the Receiver is of the view that Seibel's guilty plea gave Caesars the right to terminate the Caesars Agreement. The premise for Ramsay's claim appears to be that Seibel had some duty, prior to being convicted of or pleading guilty to a crime, to disclose that he had committed or was involved in committing a crime. The Receiver finds no basis for such a position in the law. Such a position would have required Seibel to engage in self-flagellation and disclose the most negative possible characterizations of his conduct, regardless of whether he agreed with such characterizations. *Cf. Stroud v. Grace*, 606 A.2d 75, 84 n.1 (Del. 1992) ("We recognize the long-standing principle that ... a board is not required to engage in 'self-flagellation' and draw legal conclusions implicating itself in a breach of fiduciary duty from surrounding facts and circumstances prior to a formal adjudication of the matter."). It would also appear to run afoul of the most central tenets of our criminal justice system, including that persons cannot be required to testify against themselves and that they are innocent until proven guilty.

Even though the Receiver sees little value in the foregoing claims, he is of the view that both Seibel and GRUS/Ramsay should be free to pursue them on their own dimes.

**C. Transfer of GRB's IP Rights and Company Rights to Ramsay.**

---

Due to the two-member structure of GRB, the Assigned Claims are essentially damages claims against the other Member (and Caesars). The claims “worth pursuing” are principally based on the use (or misuse) of GRB’s IP Rights and Company Rights. GRB is dissolved (primarily due to Seibel’s felony conviction) and cannot currently exploit these valuable assets as a result. With these considerations in mind, the Receiver is of the view that GRB’s IP Rights and Company Rights should be transferred to Ramsay or an entity designated by Ramsay, on the condition that Ramsay cannot use this assignment as a defense to any of the Assigned Claims or otherwise argue that such transfer affects the damages available to Seibel in any way.

This transfer achieves three key goals. First, it preserves Seibel’s ability to recover any damages relating to the Assigned Claims to which he is ultimately entitled, thereby allowing GRB’s assets to be pursued to their highest value. Second, it allows Ramsay to pursue his legitimate business interests in a burger-themed restaurant and exploit his celebrity without the cloud of potentially infringing on

GRB's IP Rights or Company Rights. Third, it allows GRB's existence to come to an end. Indeed, upon execution of an appropriate transfer agreement with Ramsay, the Receiver requests that the Court direct the filing of a Certificate of Cancellation with the Delaware Secretary of State. (*See* Dissolution Order ¶ 11). These objectives fulfill the Mandate, provide a fair result to GRB, and seeks to balance the interests of each of GRB's Members.

\* \* \*

For the foregoing reasons, the Receiver respectfully requests that the Court assign (a) all of GRB's claims against GRUS/Ramsay and Caesars to Seibel (to be pursued in Nevada at his own cost and limiting his award to 50% of any recovery); (b) all of GRB's claims against Seibel to GRUS/Ramsay (to be pursued in Nevada at its own cost and limiting its award to 50% of any recovery)—subject in both cases to the willingness of the parties to receive such assets;<sup>42</sup> (c) all of GRB's IP Rights and Company Rights should be transferred to Ramsay, provided that such

---

<sup>42</sup> The reason for requiring the claims to be pursued at Seibel and GRUS/Ramsay's own respective costs is to encourage economic rationality in the pursuit of these claims, which do not appear to have huge value, as opposed to permitting the claims to be used as leverage to achieve other ends. The reason for limiting the awards to 50% of any recoveries is to reflect the parties' respective interests in the claims. It also reflects the economic reality that the parties are pursuing these claims for their individual benefits. Assigning these claims in this way should permit GRB to be canceled after the IP assignment but ensure that GRB's assets can be exploited to their highest value.

assignment shall have no effect on the Assigned Claims or any damages awarded therefrom; and (d) any liability for any claims asserted now or in the future against GRB to Seibel and Ramsay. After such assignments, GRB should be cancelled and the Delaware Action should be dismissed with prejudice after Seibel re-files his Counterclaims in the Nevada Actions.<sup>43</sup> *See In re TransPerfect Glob., Inc.*, 2018 WL 904160, at \*16 (Del. Ch. Feb. 15, 2018) (applying abuse of discretion standard to receiver's recommendation).

The Receiver will file an appropriate form of order upon the Court's approval or modification of this Recommendation.

HEYMAN ENERIO  
GATTUSO & HIRZEL LLP

/s/ Kurt M. Heyman

Kurt M. Heyman (# 3054)  
300 Delaware Avenue, Suite 200  
Wilmington, Delaware 19801  
(302) 472-7300  
*Receiver for GR BURGR, LLC*

Dated: March 30, 2020

---

<sup>43</sup> In the unlikely event both parties decline the assignments, GRB should still be cancelled after the Receiver explores a possible sale of GRB's IP Rights and Company Rights, as GRB would have no assets with which to pursue its claims.