

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 2 OF 8

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Volume No.	Description	Bates nos.
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

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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 2 OF 8** properly addressed to the following:

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Original Homestead Restaurant, Inc.*

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

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May 21, 2020

**VIA E-MAIL
& FEDERAL EXPRESS**

The Honorable Timothy C. Williams
Eighth Judicial District Court, Dept. XVI
Regional Justice Center, Courtroom 3H
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**VIA E-FILING
& HAND DELIVERY**

The Honorable Joseph R. Slights III
Delaware Court of Chancery
Kent County Courthouse
414 South State Street
Dover, DE 19901

RE: *Desert Palace, Inc. v. Seibel, et al.*, Case No. A-17-760537-B
(Nev. Dist. Ct.)

In re: GR BURGR, LLC, C.A. No. 12825-VCS (Del. Ch.)

Dear Judge Williams and Vice Chancellor Slights:

I am the Court-appointed Receiver of GR Burgr, LLC (“GRB”), a defendant in the above-captioned case in Nevada District Court and the subject of the above-captioned dissolution proceeding in the Delaware Court of Chancery (the “Delaware Court”), which is the Court that gave me my commission. I am writing to enlist Your Honors’ aid in avoiding prejudice to GRB’s interests in the Nevada litigation as a result of the Notice of Intent to Take Default of Defendant



The Honorable Timothy C. Williams
The Honorable Joseph R. Slight III
May 21, 2020
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GR Burgr, LLC filed by Plaintiffs Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC; and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively, “Caesars”) on May 20, 2020. (Ex. A hereto).

Specifically, I respectfully request that Your Honors communicate and coordinate with each other so that the proceedings in the two courts can be completed in an orderly fashion without the possibility of inconsistent adjudications relating to GRB. There is ample precedent in Delaware for the judges in actions pending in different fora to communicate directly with each other in order to avoid such problems. *See, e.g., Rosen v. Wind River Sys., Inc.*, 2009 WL 1856460, at *7 (Del. Ch.); *In re Allion Healthcare Inc. S’holders Litig.*, 2011 WL 1135016, at *4 n.12 (Del. Ch.); *In re Smurfit-Stone Container Corp. S’holder Litig.*, 2011 WL 2028076, at *9 (Del. Ch.); *Nierenberg v. CKx, Inc.*, 2011 WL 2185614, at *1 (Del. Ch.).

On March 30, 2020, I submitted my Report and Proposed Liquidation Plan for GR Burgr, LLC to the Delaware Court (the “Report,” public version attached as Exhibit B hereto). The Report principally recommends that the claims and



The Honorable Timothy C. Williams
The Honorable Joseph R. Slight III
May 21, 2020
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liabilities belonging to GRB be divided between its members, Rowen Seibel (“Seibel”) and GRUS, an entity affiliated with Gordon Ramsay (“Ramsay”)—both of whom are parties to the Nevada litigation—and that they be permitted to pursue and defend those claims in the Nevada litigation. Seibel and GRUS/Ramsay have filed certain exceptions to the Report, which are scheduled to be heard by the Delaware Court on June 26, 2020.

GRB has never appeared in the Nevada litigation. GRB has no discovery to offer in the Nevada litigation since its dissolution by the Delaware Court, as all information is in the possession of Seibel, GRUS/Ramsay and Caesars. GRB was purportedly served with the original complaint in the Nevada litigation, but it was never served with the more recent amended complaint. GRB has no assets with which to defend the Nevada litigation or to retain Nevada counsel to respond to a default motion. I am aware of nothing in the schedule in the Nevada litigation that would require a default motion to be filed against GRB at this time.

Under the circumstances, I believe it would be most efficient for all involved for the Delaware Court to be permitted to proceed with its hearing on



The Honorable Timothy C. Williams
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May 21, 2020
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June 26, without the possibility of a default being entered against GRB in the interim. If GRB's claims and liabilities are assigned to the parties in the manner proposed by my Report, they will then be free to pursue and defend those claims in the Nevada litigation, and it will be unnecessary for GRB to appear in the Nevada litigation or for the Nevada Court to resolve Caesar's default motion.

I have raised these issues with Caesars in an effort to avoid having to trouble Your Honors, but we were unable to come to an understanding. I am available should either or both of Your Honors have any questions.

Respectfully,

/s/ Kurt M. Heyman

Kurt M. Heyman (# 3054)
Words: 579

KMH/daa
Enclosures

cc: Donald J. Wolfe, Esquire (via e-filing)
Timothy R. Dudderar, Esquire (via e-filing)
Paul D. Brown, Esquire (via e-filing)
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The Honorable Timothy C. Williams
The Honorable Joseph R. Slight III
May 21, 2020
Page 5

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0806

SA0250

EXHIBIT A

**To the Letter to The Honorable Timothy C. Williams
and The Honorable Joseph R. Slight III dated May 21, 2020**

0807

SA0251



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PHWL, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF INTENT TO TAKE
DEFAULT OF DEFENDANT
GR BURGR LLC**

AND ALL RELATED MATTERS.

To: Defendant GR Burgr LLC;

To: Kurt Heyman, its liquidating trustee;

PLEASE TAKE NOTICE that Plaintiffs Desert Palace, Inc., Paris Las Vegas Operating
Company, LLC, PHWL, LLC; and Boardwalk Regency Corporation d/b/a Caesars Atlantic City

1 intend to take the default of Defendant GR Burgr, LLC, unless an answer or other responsive
2 pleading is filed on or before three days from the date of this Notice.

3 DATED this 20th day of May 2020.

4 PISANELLI BICE PLLC

5 By: /s/ M. Magali Mercera

6 James J. Pisanelli, Esq., #4027

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10 *Attorneys for Desert Palace, Inc.;*

11 *Paris Las Vegas Operating Company, LLC;*

12 *PHWL, LLC; and Boardwalk Regency*

13 *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 20th day of May 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF INTENT TO TAKE DEFAULT OF DEFENDANT GR BURGR LLC** to the following:

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FERG, LLC, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
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VIA E- MAIL (public pleading only)

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Trustee for GR Burgr LLC

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT B

**To the Letter to The Honorable Timothy C. Williams
and The Honorable Joseph R. Slight III dated May 21, 2020**

0811

SA0255

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
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300 Delaware Avenue, Suite 200
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Receiver for GR BURGR, LLC

Dated: March 30, 2020

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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:¹

¹ 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;² 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

² 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).³ 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

³ 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”).⁴ (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”),⁵ which along with the trademarks, are defined as “Company Rights.” Specifically,

⁴ The License Agreement is attached as Exhibit B.

⁵ 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).⁶

On December 13, 2012, GRB, Ramsay, and Caesars executed the Development, Operation and License Agreement (the “Caesars Agreement”).⁷ 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.

⁶ 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)).

⁷ The Caesars Agreement is attached as Exhibit C.

location”⁸ within the hotel Planet Hollywood.⁹ (*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).¹⁰

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

⁸ “[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).

⁹ 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)).

¹⁰ 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).¹¹ As did GRUS/Ramsay.¹²

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,¹³ 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.¹⁴ 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:

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

¹² 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).

¹³ Ex. D at 7.

¹⁴ 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.¹⁵ (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,¹⁶

¹⁵ 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.”).

¹⁶ 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.¹⁷

Neither Ramsay, GRUS, nor Caesars knew of Seibel’s felony conviction before it became public knowledge in late-August 2016.¹⁸ Indeed, on September 2,

¹⁷ 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).

¹⁸ 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.¹⁹ 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).

¹⁹ 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.²⁰

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

²⁰ 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.²¹ (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*]

²¹ 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, 2017.²² 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.²³ As discussed further below, the Receiver does not believe there is any legitimate defense to this claim against Caesars.

²² 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.*).

²³ 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]	
TOTAL	[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”).²⁴ The New License is very similar to the Caesars Agreement, except:

- [REDACTED]
[REDACTED] (New License § 3.1);
- [REDACTED]
[REDACTED]²⁵ (*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]

²⁴ The New License is attached as Exhibit P.

²⁵ [REDACTED]
[REDACTED]
[REDACTED]

Like the Restaurant, the New Restaurant has been profitable and generated royalties of [REDACTED] from April 1, 2017 through December 31, 2017.²⁶

Since the Appointment, some articles have been published describing either Caesars or GRUS/Ramsay's plans to expand on their burger-themed venture.²⁷ 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

²⁶ 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.

²⁷ (*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 Actions²⁸

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

²⁸ 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.²⁹

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.

²⁹ 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”);³⁰
- 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.

³⁰ 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.³¹

³¹ 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.”³²

³² 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.³³

A. The Claims Worth Pursuing³⁴

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]

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

³⁴ 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:³⁵

- 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]³⁶

³⁵ 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.

³⁶ 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.³⁷ 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

³⁷ 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.³⁸

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.”³⁹

The Caesars Agreement is governed by Nevada law (Caesars Agreement § 14.10.1), which enforces the plain meaning of unambiguous terms of a contract.⁴⁰ *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

³⁸ *GR BURGR, LLC*, 2017 WL 3669511, at *4.

³⁹ *Id.* at *6.

⁴⁰ 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.⁴¹

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

⁴¹ 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;⁴² (c) all of GRB's IP Rights and Company Rights should be transferred to Ramsay, provided that such

⁴² 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.⁴³ *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

⁴³ 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.

EXHIBIT 61

NEWMEYER
DILLION

DDW

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GR BURGR LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited
liability company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOMINAL PLAINTIFF, GR BURGR LLC'S
INITIAL DISCLOSURES PURSUANT TO
N.R.C.P 16.1**

COMES NOW NOMINAL PLAINTIFF, GR BURGR ("GRB") by and through its
counsel of record, Aaron D. Lovaas, Esq. of the law firm of Newmeyer & Dillion, LLP, and
hereby submits the following Initial List of Witnesses and Documents Disclosure pursuant
to Nevada Rule of Civil Procedure 16.1 as follows:

///

4670.101 / 8854179.1

I. WITNESSES

None at this time. GRB reserves its right to call any and all witnesses identified by any and all parties, at any stage in the instant proceedings, at the time of trial. GRB reserves its right to supplement its List of Witnesses pursuant to Nevada Rule of Civil Procedure 16.1 as additional information becomes known throughout discovery.

II. LIST OF DOCUMENTS

None at this time. GRB is in possession of no documents independent of those already produced by its members, who are also parties to this case. GRB reserves its right to supplement his List of Documents pursuant to Nevada Rule of Civil Procedure 16.1 as additional information becomes known throughout discovery. GRB also specifically reserves its right to introduce into evidence any document produced by any and all parties hereto.

III. INSURANCE

GRB is unaware of any insurance coverage applicable to this matter.

IV. DAMAGES

GRB asserts no affirmative claims on its own behalf.

GRB reserves its right to supplement the entirety of its N.R.C.P. 16.1 Disclosures as additional information becomes known throughout discovery and as is necessary.

Dated: this 24th day of July, 2020

NEWMAYER & DILLION LLP

By: 

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GR BURGR LLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of July, 2020, I served a true and correct copy of the foregoing **NOMINAL PLAINTIFF, GR BURGR LLC'S INITIAL DISCLOSURES PURSUANT TO N.R.C.P 16.1** by electronic service to all parties listed on the master service list pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR.

Yolanda Nance

An employee of Newmeyer & Dillion LLP

NEWMAYER
DILLION

EXHIBIT 62



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

JOSEPH R. SLIGHTS III
VICE CHANCELLOR

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October 13, 2020

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Re: *In re: GR Burgr, LLC*
C.A. No. 12825-VCS

Dear Counsel:

After carefully considering the matter, I will adopt the Report and Proposed Liquidation Plan for GR Burgr, LLC (“GRB”), as proposed by the Court-appointed Receiver, Kurt M. Heyman, Esquire (the “Report”).¹

¹ D.I. 69. In doing so, I have considered the parties’ exceptions to the Report (D.I. 86, 87, 100, 101), and the supplemental submissions from the Receiver (D.I. 117) and the parties (D.I. 119, 120). I note the parties appear to disagree on the appropriate standard of review. For his part, the Receiver observes that this court has reviewed custodian/receiver recommendations regarding the disposition of assets for abuse of discretion. Report at 44 (citing *In re TransPerfect Glob., Inc.*, 2018 WL 904160, at *16 (Del. Ch. Feb. 15, 2018)).

As the Receiver has observed, in the wake of the disintegration of the relationship between GRB's members, Gordon Ramsay through GR US Licensing, LP ("GRUS") and Rowen Seibel, GRB's remaining assets are:²

- The GRB Marks³ and General GR Materials,⁴ including "any modification, adaptation, improvement or derivative of or to the foregoing" and any "goodwill generated by such use" (together, the "IP Rights");
- The Company Rights,⁵ 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;

I need not decide the issue, however, because even under *de novo* review I am satisfied the Receiver's recommendations are wholly appropriate and should be adopted.

² Report at 26.

³ The GRB Marks include the trademark "BURGR Gordon Ramsay," Recipes and Menus, the "Concept" of a "burger-centric/burger-themed restaurant," and other trade property developed by GRB to "identify the Restaurant." See Limited Liability Company Agreement of GR Burgr, LLC ("LLC Agmt."), at Fourth Recital; Development, Operation and License Agreement with Caesars Entertainment Corporation ("Caesars Agmt."), at 3.

⁴ General GR Materials include "the concept, system menus and recipes designed for use in connection with the Restaurant . . . that are created by Gordon Ramsay. . . ." Caesars Agmt., at 3.

⁵ As defined in the LLC Agmt., at Fourth Recital.

- 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.⁶

In his proposed Liquidation Plan, the Receiver recommends:

[T]hat 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;⁷ and (d) all liability for any claims asserted now or in the future against GRB to Seibel and Ramsay equally. After such

⁶ The Nevada Actions are consolidated proceedings pending in Nevada state court where Seibel is prosecuting derivative claims on behalf of GRB against, among others, Caesars and Ramsay, and Caesars is prosecuting claims against Seibel.

⁷ "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." Report at 2, n.2.

assignments, GRB should be canceled and this action should be dismissed with prejudice after Seibel re-files his Delaware claims in Nevada.

As relates to the proposed Liquidation Plan's treatment of GRB's litigation assets, GRUS objects to the Receiver's recommendation because it allows Seibel to continue to prosecute baseless claims in the Nevada Actions as a means to extract additional consideration from GRUS (and ultimately Ramsay). In response to this and other concerns, I asked the parties and the Receiver to provide supplemental submissions regarding the feasibility (and legality) of putting GRB's potential derivative claims up for auction, open to Members, as a means to realize maximum actual value while minimizing "hold up" value with respect to these claims. After considering the submissions, I am satisfied the auction approach is neither feasible nor appropriate. Accordingly, I adopt the Receiver's recommended approach to addressing the GRB litigation assets.

In evaluating the merits of the purported derivative claims brought by Seibel on behalf of GRB, the Receiver carefully analyzed each claim and ultimately divided them into "The Claims Worth Pursuing" and "The Claims Not Worth Pursuing." I agree with the Receiver's thoughtful assessment of these claims. With this

assessment in mind, my initial inclination was to direct that the Receiver, acting on behalf of GRB, cause “The Claims Not Worth Pursuing” to be dismissed. This would reduce the risk that Seibel will use non-meritorious claims as leverage to extract value from GRUS. Ultimately, however, I am satisfied this approach does not work since GRUS also purports to have derivative claims it wishes to assert on behalf of GRB against Seibel. Under the Plan of Liquidation, there would be no independent vetting of those claims like the vetting the Receiver has undertaken with respect to Seibel’s purported derivative claims. Thus, there would be no means for the Receiver to prevent GRUS from pursuing derivative claims against Seibel that are not, in fact or law, “worth pursuing.” Under these circumstances, in my view, the better approach is to assign *all* of GRB’s litigation assets to the Members, in line with their respective interests in pursuing them, and then allow the Nevada courts to separate the wheat from the chaff.

As for the balance of the Receiver’s recommendation, having reviewed the Report carefully, and “[b]elieving the [Receiver] to have dealt with the issues in a proper manner,” I see no basis to repeat his analyses or depart from his

In re: GR Burgr, LLC
C.A. No. 12825-VCS
October 13, 2020
Page 6

recommendations.⁸ The Receiver shall work with the parties to prepare and submit an appropriate form of implementing order and the agreement(s) necessary to implement the Plan of Liquidation provided for therein.

Very truly yours,

/s/ Joseph R. Slights III

JRSIII/cap

cc: Kurt M. Heyman, Esquire
Register in Chancery

⁸ *In re Erdman*, 2011 WL 2191680, at *1 (Del. Ch. May 26, 2011).

EXHIBIT 63

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and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*
14

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

26
27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**ROWEN SEIBEL'S FIRST
SUPPLEMENTAL RESPONSES TO DESERT
PALACE, INC.'S FIRST SET OF
INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Nevada Rules of Civil Procedure, Rowen Seibel (“Seibel”), by and through his counsel, Bailey ♦ Kennedy, hereby supplements his responses to Desert Palace, Inc.’s (“Desert Palace”) First Set of Interrogatories as follows:

PRELIMINARY STATEMENT

1. Seibel does not waive any objection set forth herein by interposing these objections or by making any subsequent response to the First Set of Interrogatories.

2. Seibel objects to the “Preliminary Instructions and Definitions” proposed by Desert Palace to the extent that they purport to impose obligations upon Seibel greater than or different from those imposed by the Nevada Rules of Civil Procedure.

3. The objections and responses contained herein are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, admissibility, and any and all other objections and grounds to which the same statement would be subject to if delivered as live testimony at court. All such objections and grounds are expressly reserved by Seibel and may be interposed at the time of trial or in conjunction with any other use of these responses.

4. Seibel reserves the right to supplement his objections and responses to this First Set of Interrogatories.

RESPONSES TO FIRST SET OF INTERROGATORIES

INTERROGATORY NO. 01:

Please identify (as defined herein) the date You became aware that You were being investigated for Tax Evasion.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 01:

Seibel objects to this interrogatory as it calls for privileged information protected by the attorney-client and work-product privileges, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “identify (as defined herein)”, “became aware”, and “being investigated”, lacks sufficient precision or particularity to permit the formulation of a proper response, prematurely calls for information or materials pertaining to experts, reads awkwardly, and seeks information or materials related to a time period beyond the scope of the claims and defenses in this action. Seibel

1 also objects to the term “Tax Evasion” as being intentionally inaccurate, misleading, and not
2 representative of a charge/conviction pursuant to 26 U.S.C. 7212(a). Seibel has never pled guilty to
3 or been convicted of “Tax Evasion”. Seibel pled guilty to one count of a corrupt endeavor to obstruct
4 and impede the due administration of Title 26 of the United States Code, Section 7212(a). Seibel’s
5 response to this Interrogatory will use the more accurate term “Seibel’s Plea”. Seibel was never
6 “investigated for Tax Evasion”.

7 Subject to and without waiving any objections, the interrogatory is hereby responded to as
8 follows based on the answering party’s understanding of it: Seibel became aware that he was being
9 investigated for the matters related to Seibel’s Plea in or around mid to late November 2013.

10 **INTERROGATORY NO. 02:**

11 Please identify (as defined herein) any and all contracts of Yours or any entity or company
12 related to You (e.g., in which You are/were an executive, officer, in management, employee,
13 director) that have been terminated as a result of Your Tax Evasion.

14 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 02:**

15 This interrogatory calls for a legal conclusion, calls for confidential, private, personal, or
16 sensitive information, calls for equally available information or materials, calls for information in the
17 control of nonparties or other parties, calls for privileged information protected by the attorney-client
18 and work-product privileges, contains discrete subparts, fails to specify a time period, improperly
19 uses the overbroad term “any and all,” is irrelevant, is overbroad, is unduly burdensome, is vague,
20 ambiguous, and confusing with respect to the term(s) or phrase(s) “contracts of yours”, “any entity
21 or company related to you”, and “terminated”, lacks sufficient precision or particularity to permit the
22 formulation of a proper response, seeks information or materials related to a time period beyond the
23 scope of the claims and defenses in this action, and seeks information or materials that are not
24 proportional to the needs of the case. Seibel also objects to the term “Your Tax Evasion” as being
25 intentionally inaccurate, misleading, and not representative of a charge/conviction pursuant to 26
26 U.S.C. 7212(a). Seibel has never pled guilty to or been convicted of “Tax Evasion”. Seibel pled
27 guilty to one count of a corrupt endeavor to obstruct and impede the due administration of Title 26 of
28

1 the United States Code, Section 7212(a). Seibel's response to this Interrogatory will use the more
2 accurate term "Seibel's Plea".

3 Subject to and without waiving any objections, the interrogatory is hereby responded to as
4 follows based on the answering party's understanding of it and limited to the contract(s) that are at
5 issue in this action: None.

6 **INTERROGATORY NO. 03:**

7 Please explain with specificity the circumstances of Your alleged assignment or delegation of
8 duties under the MOTI Agreement, including in Your answer the date of any and all such
9 assignment(s) or delegation(s); the duties assigned or delegated; why You thought an
10 assignment/delegation was necessary; with whom You spoke in making this decision to
11 assign/delegate; and Your role in the MOTI Agreement following the assignment/delegation.

12 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 03:**

13 This interrogatory attempts to force the answering party to create summaries that do not exist
14 otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged
15 information protected by the attorney-client and work-product privileges, contains discrete subparts,
16 fails to specify a time period, is irrelevant, is overbroad, is unduly burdensome, is vague, ambiguous,
17 and confusing with respect to the term(s) or phrase(s) "circumstances", "alleged assignment or
18 delegation of duties", "assignment(s)", "delegation(s)", "duties assigned or delegated", "thought",
19 "spoke", and "Your role in the MOTI Agreement", lacks sufficient precision or particularity to
20 permit the formulation of a proper response, prematurely calls for information or materials
21 pertaining to experts, and seeks information or materials that are not proportional to the needs of the
22 case.

23 Subject to and without waiving any objections, the interrogatory is hereby responded to as
24 follows based on the answering party's understanding of it: (1) April 8, 2016; (2) See the April 8,
25 2016 letter from Seibel to Desert Palace, Inc., which is in Desert Palace's possession; (3) Seibel
26 didn't think an assignment/delegation was necessary; (4) Counsel; (5) Seibel objects to answering
27 the fifth discrete subpart of this interrogatory as it is too vague and ambiguous to discern the query
28 being posed thereby.

INTERROGATORY NO. 04:

Please explain with specificity the circumstances of Your alleged assignment or delegation of duties under the DNT Agreement, including in Your answer the date of any and all such assignment(s) or delegation(s); the duties assigned or delegated; why You thought an assignment/delegation was necessary; with whom You spoke in making this decision to assign/delegate; and Your role in the DNT Agreement following the assignment/delegation.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 04:

This interrogatory attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, contains discrete subparts, fails to specify a time period, is irrelevant, is overbroad, is unduly burdensome, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “circumstances”, “alleged assignment or delegation of duties”, “assignment(s)”, “delegation(s)”, “duties assigned or delegated”, “thought”, “spoke”, and “Your role in the DNT Agreement”, lacks sufficient precision or particularity to permit the formulation of a proper response, prematurely calls for information or materials pertaining to experts, and seeks information or materials that are not proportional to the needs of the case.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: (1) April 8, 2016; (2) See the April 8, 2016 letter from Seibel to Desert Palace, Inc., which is in Desert Palace’s possession; (3) Seibel didn’t think an assignment/delegation was necessary; (4) Counsel; (5) Seibel objects to answering the fifth discrete subpart of this interrogatory as it is too vague and ambiguous to discern the query being posed thereby.

INTERROGATORY NO. 05:

Please explain with specificity the circumstances of Your alleged assignment or delegation of duties under the TPOV Agreement, including in Your answer the date of any and all such assignment(s) or delegation(s); the duties assigned or delegated; why You thought an assignment/delegation was necessary; with whom You spoke in making this decision to assign/delegate; and Your role in the TPOV Agreement following the assignment/delegation.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 05:

This interrogatory attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, contains discrete subparts, fails to specify a time period, is irrelevant, is overbroad, is unduly burdensome, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “circumstances”, “alleged assignment or delegation of duties”, “assignment(s)”, “delegation(s)”, “duties assigned or delegated”, “thought”, “spoke”, and “Your role in the TPOV Agreement”, lacks sufficient precision or particularity to permit the formulation of a proper response, prematurely calls for information or materials pertaining to experts, and seeks information or materials that are not proportional to the needs of the case.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: (1) April 8, 2016; (2) See the April 8, 2016 letter from Seibel to Paris, which is in Paris’s possession; (3) Seibel didn’t think an assignment/delegation was necessary; (4) Counsel; (5) Seibel objects to answering the fifth discrete subpart of this interrogatory as it is too vague and ambiguous to discern the query being posed thereby.

INTERROGATORY NO. 06:

Please explain with specificity the circumstances of Your alleged assignment or delegation of duties under the LLTQ Agreement, including in Your answer the date of any and all such assignment(s) or delegation(s); the duties assigned or delegated; why You thought an assignment/delegation was necessary; with whom You spoke in making this decision to assign/delegate; and Your role in the LLTQ Agreement following the assignment/delegation.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 06:

This interrogatory attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, contains discrete subparts, fails to specify a time period, is irrelevant, is overbroad, is unduly burdensome, is vague, ambiguous,

1 and confusing with respect to the term(s) or phrase(s) “circumstances”, “alleged assignment or
2 delegation of duties”, “assignment(s)”, “delegation(s)”, “duties assigned or delegated”, “thought”,
3 “spoke”, and “Your role in the LLTQ Agreement”, lacks sufficient precision or particularity to
4 permit the formulation of a proper response, prematurely calls for information or materials
5 pertaining to experts, and seeks information or materials that are not proportional to the needs of the
6 case.

7 Subject to and without waiving any objections, the interrogatory is hereby responded to as
8 follows based on the answering party’s understanding of it: (1) April 8, 2016; (2) See the April 8,
9 2016 letter from Seibel to Desert Palace, Inc., which is in Desert Palace’s possession; (3) Seibel
10 didn’t think an assignment/delegation was necessary; (4) Counsel; (5) Seibel objects to answering
11 the fifth discrete subpart of this interrogatory as it is too vague and ambiguous to discern the query
12 being posed thereby.

13 **INTERROGATORY NO. 07:**

14 Please explain with specificity the circumstances of Your alleged assignment or delegation
15 of duties under the FERG Agreement, including in Your answer the date of any and all such
16 assignment(s) or delegation(s); the duties assigned or delegated; why You thought an
17 assignment/delegation was necessary; with who You spoke in making this decision to
18 assign/delegate; and Your role in the FERG Agreement following the assignment/delegation.

19 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 07:**

20 This interrogatory attempts to force the answering party to create summaries that do not exist
21 otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged
22 information protected by the attorney-client and work-product privileges, contains discrete subparts,
23 fails to specify a time period, is irrelevant, is overbroad, is unduly burdensome, is vague, ambiguous,
24 and confusing with respect to the term(s) or phrase(s) “circumstances”, “alleged assignment or
25 delegation of duties”, “assignment(s)”, “delegation(s)”, “duties assigned or delegated”, “thought”,
26 “spoke”, and “Your role in the FERG Agreement”, lacks sufficient precision or particularity to
27 permit the formulation of a proper response, prematurely calls for information or materials
28

1 pertaining to experts, and seeks information or materials that are not proportional to the needs of the
2 case.

3 Subject to and without waiving any objections, the interrogatory is hereby responded to as
4 follows based on the answering party's understanding of it: (1) April 8, 2016; (2) See the April 8,
5 2016 letter from Seibel to Boardwalk Regency Corporation, which is in Boardwalk Regency's
6 possession; (3) Seibel didn't think an assignment/delegation was necessary; (4) Counsel; (5) Seibel
7 objects to answering the fifth discrete subpart of this interrogatory as it is too vague and ambiguous
8 to discern the query being posed thereby.

9 **INTERROGATORY NO. 08:**

10 Please identify and describe any and all Communications with Caesars prior to September
11 2016 regarding Your Tax Evasion, including, but not limited to, Your guilty plea, conviction, and
12 sentencing.

13 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 08:**

14 This interrogatory attempts to force the answering party to create summaries that do not exist
15 otherwise, calls for equally available information or materials, contains discrete subparts, improperly
16 uses the overbroad term "any and all," is irrelevant, is overbroad, is unduly burdensome, is
17 unreasonably cumulative, duplicative, or redundant of other discovery, is vague, ambiguous, and
18 confusing with respect to the term(s) or phrase(s) "communications", "Your Tax Evasion", "Your
19 guilty plea, conviction, and sentencing", lacks sufficient precision or particularity to permit the
20 formulation of a proper response, reads awkwardly, and seeks information prematurely before there
21 has been a reasonable opportunity to conduct discovery or investigate the claims and defenses in this
22 action. Seibel also objects to the term "Your Tax Evasion" as being intentionally inaccurate,
23 misleading, and not representative of a charge/conviction pursuant to 26 U.S.C. 7212(a). Seibel has
24 never pled guilty to or been convicted of "Tax Evasion". Seibel pled guilty to one count of a corrupt
25 endeavor to obstruct and impede the due administration of Title 26 of the United States Code,
26 Section 7212(a). Seibel's response to this Interrogatory will use the more accurate term "Seibel's
27 Plea".
28

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party's understanding of it: Seibel communicated with Caesars representative J. Jeffrey Frederick regarding the matters related to Seibel's Plea on or about January 8, 2014.

INTERROGATORY NO. 09:

Describe your role(s) and involvement, if any, in the ongoing business of MOTI 16, from April 2016 to present.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 09:

Seibel objects to this interrogatory as it attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) "role(s)", "involvement", and "ongoing business," reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, and seeks information or materials that are not proportional to the needs of the case.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party's understanding of it: None.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 09:

Without waiving and subject to the foregoing objections, Seibel supplements his response as follows: Seibel is not involved, and has not been involved, in any "ongoing business" of MOTI 16. While this litigation is not an "ongoing business" of MOTI 16, Seibel is a co-defendant with MOTI 16 in this litigation and Seibel has periodically loaned money to MOTI 16 for its litigation expenses. Any details regarding Seibel's participation in this litigation with MOTI 16 as a co-defendant are protected by the attorney-client privilege, work product doctrine, and joint defense/common interest privilege, and therefore, such information is not discoverable. Further, requiring Seibel to describe his involvement in this litigation, even though this litigation is not the "ongoing business" of MOTI 16, is harassment and would

1 constitute an undue burden and expense. Finally, whether Seibel is involved in this
2 litigation—again, involvement in litigation does not constitute being involved in the “ongoing
3 business” of MOTI 16—is not relevant to whether Seibel dissociated himself from MOTI 16 in
4 2016.

5 **INTERROGATORY NO. 10:**

6 Describe your role(s) and involvement, if any, in the ongoing business of TPOV 16, from
7 April 2016 to the present.

8 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 10:**

9 Seibel objects to this interrogatory as it attempts to force the answering party to create
10 summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive
11 information, calls for privileged information protected by the attorney-client and work-product
12 privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s)
13 “role(s)”, “involvement”, and “ongoing business,” reads awkwardly, lacks sufficient precision or
14 particularity to permit the formulation of a proper response, seeks information or materials related to
15 a time period beyond the scope of the claims and defenses in this action, and seeks information or
16 materials that are not proportional to the needs of the case.

17 Subject to and without waiving any objections, the interrogatory is hereby responded to as
18 follows based on the answering party’s understanding of it: None.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

20 Without waiving and subject to the foregoing objections, Seibel supplements his
21 response as follows: Seibel is not involved, and has not been involved, in any “ongoing
22 business” of TPOV 16. While this litigation is not an “ongoing business” of TPOV 16, Seibel is
23 a co-defendant with TPOV 16 in this litigation and Seibel has periodically loaned money to
24 TPOV 16 for its litigation expenses. Any details regarding Seibel’s participation in this
25 litigation with TPOV 16 as a co-defendant are protected by the attorney-client privilege, work
26 product doctrine, and joint defense/common interest privilege, and therefore, such information
27 is not discoverable. Further, requiring Seibel to describe his involvement in this litigation,
28 even though this litigation is not the “ongoing business” of TPOV 16, is harassment and would

1 constitute an undue burden and expense. Finally, whether Seibel is involved in this
2 litigation—again, involvement in litigation does not constitute being involved in the “ongoing
3 business” of TPOV 16—is not relevant to whether Seibel dissociated himself from TPOV 16 in
4 2016.

5 **INTERROGATORY NO. 11:**

6 Describe your role(s) and involvement, if any, in the ongoing business of LLTQ 16, from
7 April 2016 to present.

8 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 11:**

9 Seibel objects to this interrogatory as it attempts to force the answering party to create
10 summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive
11 information, calls for privileged information protected by the attorney-client and work-product
12 privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s)
13 “role(s)”, “involvement”, and “ongoing business,” reads awkwardly, lacks sufficient precision or
14 particularity to permit the formulation of a proper response, seeks information or materials related to
15 a time period beyond the scope of the claims and defenses in this action, and seeks information or
16 materials that are not proportional to the needs of the case.

17 Subject to and without waiving any objections, the interrogatory is hereby responded to as
18 follows based on the answering party’s understanding of it: None.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

20 Without waiving and subject to the foregoing objections, Seibel supplements his
21 response as follows: Seibel is not involved, and has not been involved, in any “ongoing
22 business” of LLTQ 16. While this litigation is not an “ongoing business” of LLTQ 16, Seibel is
23 a co-defendant with LLTQ 16 in this litigation and Seibel has periodically loaned money to
24 LLTQ 16 for its litigation expenses. Any details regarding Seibel’s participation in this
25 litigation with LLTQ 16 as a co-defendant are protected by the attorney-client privilege, work
26 product doctrine, and joint defense/common interest privilege, and therefore, such information
27 is not discoverable. Further, requiring Seibel to describe his involvement in this litigation,
28 even though this litigation is not the “ongoing business” of LLTQ 16, is harassment and would

1 constitute an undue burden and expense. Finally, whether Seibel is involved in this
2 litigation—again, involvement in litigation does not constitute being involved in the “ongoing
3 business” of LLTQ 16—is not relevant to whether Seibel dissociated himself from LLTQ 16 in
4 2016.

5 **INTERROGATORY NO. 12:**

6 Describe your role(s) and involvement, if any, in the ongoing business of FERG 16, from
7 April 2016 to the present.

8 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 12:**

9 Seibel objects to this interrogatory as it attempts to force the answering party to create
10 summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive
11 information, calls for privileged information protected by the attorney-client and work-product
12 privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s)
13 “role(s)”, “involvement”, and “ongoing business,” reads awkwardly, lacks sufficient precision or
14 particularity to permit the formulation of a proper response, seeks information or materials related to
15 a time period beyond the scope of the claims and defenses in this action, and seeks information or
16 materials that are not proportional to the needs of the case.

17 Subject to and without waiving any objections, the interrogatory is hereby responded to as
18 follows based on the answering party’s understanding of it: None.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:**

20 Without waiving and subject to the foregoing objections, Seibel supplements his
21 response as follows: Seibel is not involved, and has not been involved, in any “ongoing
22 business” of FERG 16. While this litigation is not an “ongoing business” of FERG 16, Seibel is
23 a co-defendant with FERG 16 in this litigation and Seibel has periodically loaned money to
24 FERG 16 for its litigation expenses. Any details regarding Seibel’s participation in this
25 litigation with FERG 16 as a co-defendant are protected by the attorney-client privilege, work
26 product doctrine, and joint defense/common interest privilege, and therefore, such information
27 is not discoverable. Further, requiring Seibel to describe his involvement in this litigation,
28 even though this litigation is not the “ongoing business” of FERG 16, is harassment and would

1 constitute an undue burden and expense. Finally, whether Seibel is involved in this
2 litigation—again, involvement in litigation does not constitute being involved in the “ongoing
3 business” of FERG 16—is not relevant to whether Seibel dissociated himself from FERG 16 in
4 2016.

5 **INTERROGATORY NO. 13:**

6 Describe in detail and with particularity all facts related to Your contention that “Plaintiffs
7 are precluded from obtaining the relief they seek because, based on information and belief, they do
8 or have done business with persons who have criminal records or are actually or potentially
9 unsuitable,” as stated in Your Fifth Affirmative Defense, including in your answer the names of
10 those persons who have criminal records or are actually or potentially unsuitable, and the nature of
11 each person’s criminal records and/or unsuitability.

12 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 13:**

13 Seibel objects to this interrogatory as it attempts to force the answering party to create
14 summaries that do not exist otherwise, is overbroad, is vague, ambiguous, and confusing with
15 respect to the term(s) or phrase(s) “in detail and with particularity”, “all facts related to”, and “the
16 nature of”, reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a
17 proper response, seeks information or materials related to a time period beyond the scope of the
18 claims and defenses in this action, seeks information or materials that are not proportional to the
19 needs of the case, and seeks information exclusively within the knowledge, possession and control of
20 Desert Palace, Inc, Caesars and their affiliates.

21 Subject to and without waiving any objections, the interrogatory is hereby responded to as
22 follows based on the answering party’s understanding of it: Desert Palace, Inc., Caesars and their
23 affiliates selectively choose to do business, directly or indirectly, with known convicted felons and
24 known criminals, including but not limited to, entertainers, professional athletes, and boxing
25 promoters who have extensive arrest and criminal conviction records, and operators of restaurants or
26 clubs, in spite of indictments and/or serious felony convictions (in some cases on multiple occasions)
27 of such parties without any disciplinary action to Desert Palace, Inc., Caesars, or their affiliate(s).
28 These include the rapper Clifford Joseph Harris Jr., better known as “T.I.”, Chris Brown, 50 Cent,

Lil Wayne, CeeLo Green, Don King, Lawrence Taylor, Jose Canseco, Steve Davidovici, Floyd Mayweather, Migos, and Edward DeBartolo. Seibel further answers that discovery is not complete and thus there may be other as yet unidentified information that is responsive to this interrogatory.

INTERROGATORY NO. 14:

Describe in detail and with particularity all facts related to Your contention that “Plaintiffs are precluded from obtaining the relief they seek because they owe money to Defendants,” as stated in Your Sixth Affirmative Defense, including in your answer an itemization of all money purportedly owed to Defendants and the date(s) that the money became due.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 14:

Seibel objects to this interrogatory as it attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “in detail and with particularity”, “all facts related to”, and “itemization of all money purportedly owed”, reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, seeks information or materials that are not proportional to the needs of the case, prematurely calls for information or materials pertaining to experts, and seeks information equally available to Desert Palace, Inc., Caesars and their affiliates. Seibel further objects to this interrogatory to the extent it seeks details regarding other parties’ claims in the instant litigation and in litigation currently pending in other jurisdictions.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, and DNT currently have claims pending against Caesars in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, pertaining to monies owed to LLTQ and LLTQ 16 under the LLTQ Agreement, to FERG and FERG 16 under the FERG Agreement, to MOTI and MOTI 16 under the MOTI Agreement, and to DNT under the DNT Agreement up to the Plan Effective Date of October 6, 2017. The facts relating to those claims are

set forth in the pleadings in the Bankruptcy action, which are in Plaintiffs' possession. Additionally, in the instant litigation LLTQ and LLTQ 16 have asserted Counterclaims against Caesars for profits and monies due under the LLTQ Agreement, including from the development and operation of Restricted Ramsay Ventures (Count I of their Counterclaim in the instant action) and for an accounting of monies due under the LLTQ Agreement (Count III of their Counterclaim in the instant action). Similarly, FERG and FERG 16 have asserted Counterclaims against Boardwalk Regency Corporation d/b/a Caesars Atlantic City in the instant action for fees and monies due under the FERG Agreement (Count II of their Counterclaim in the instant action) and for an accounting of monies due under the FERG Agreement (Count IV of their Counterclaim in the instant action). Also, DNT, appearing derivatively by R Squared Global Solutions, LLC, has asserted counterclaims against Desert Palace, Inc. in the instant action for monies due under the DNT Agreement. The monies owed to LLTQ, LLTQ 16, FERG, FERG 16, and DNT as asserted in the instant action are set forth in the pleadings filed in the instant action and primarily concern monies that have accrued since the Plan Effective Date of October 6, 2017. The exact amounts LLTQ, LLTQ 16, FERG, FERG 16, and DNT are owed pursuant to their counterclaims in the instant action will be determined after discovery is complete in this action and will be the subject of expert disclosures.

INTERROGATORY NO. 15:

Describe in detail and with particularity all facts related to Your contention that "Plaintiffs breached the applicable contracts with Defendants and therefore are precluded from pursuing their claims," as stated in Your Eighth Affirmative Defense, including in your answer a list of all agreements that Plaintiffs allegedly breached, a description of how and when Plaintiffs breached, and a description of all notifications you provided to Plaintiffs concerning these purported breaches.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 15:

Seibel objects to this interrogatory as it attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) "in detail and with particularity", "all facts related to", "a list of all agreements", "a description of

1 how and when”, “a description of all notifications you provided”, and “purported breaches”, reads
2 awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response,
3 seeks information or materials related to a time period beyond the scope of the claims and defenses
4 in this action, seeks information or materials that are not proportional to the needs of the case, and
5 seeks information equally available to Desert Palace, Inc., Caesars and their affiliates. Seibel further
6 objects to this interrogatory to the extent it seeks details regarding other parties’ claims in the instant
7 litigation and in litigation currently pending in other jurisdictions.

8 Subject to and without waiving any objections, the interrogatory is hereby responded to as
9 follows based on the answering party’s understanding of it: LLTQ, LLTQ 16, FERG, FERG 16,
10 MOTI, MOTI 16, and DNT currently have claims pending against Caesars in the United States
11 Bankruptcy Court for the Northern District of Illinois, Eastern Division (the “Bankruptcy
12 Proceeding”), pertaining to breaches of contract and monies owed to LLTQ and LLTQ 16 under the
13 LLTQ Agreement, to FERG and FERG 16 under the FERG Agreement, to MOTI and MOTI 16
14 under the MOTI Agreement, and to DNT under the DNT Agreement up to the Plan Effective Date of
15 October 6, 2017. Additionally, in the instant litigation LLTQ and LLTQ 16 have asserted
16 Counterclaims against Caesars for breaches of contract and profits and monies due under the LLTQ
17 Agreement, including from the development and operation of Restricted Ramsay Ventures (Count I
18 of their Counterclaim in the instant action) and for an accounting of monies due under the LLTQ
19 Agreement (Count III of their Counterclaim in the instant action). Similarly, FERG and FERG 16
20 have asserted Counterclaims against Boardwalk Regency Corporation d/b/a Caesars Atlantic City in
21 the instant action for breaches of contract and fees and monies due under the FERG Agreement
22 (Count II of their Counterclaim in the instant action) and for an accounting of monies due under the
23 FERG Agreement (Count IV of their Counterclaim in the instant action). Also, DNT, appearing
24 derivatively by R Squared Global Solutions, LLC, has asserted counterclaims against Desert Palace,
25 Inc. in the instant action for breaches of contract and monies due under the DNT Agreement. The
26 monies owed to LLTQ, LLTQ 16, FERG, FERG 16, and DNT as asserted in the instant action are
27 those that have accrued since the Plan Effective Date of October 6, 2017. The exact description of
28 Defendants’ breaches of those contracts are set forth in the pleadings filed in the Bankruptcy

1 Proceeding and in the counterclaims of LLTQ, LLTQ 16, FERG, FERG 16, and DNT in the instant
2 action, all of which are in Plaintiffs' possession.

3 Additionally, in a separate litigation currently pending in the United States District Court for
4 the District of Nevada captioned *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating*
5 *Company, LLC*, Case No. 2:17-cv-00346-JCM-VCF, TPOV 16 has asserted multiple claims
6 pertaining to monies owed to TPOV 16 under the TPOV Agreement. The exact description of
7 Defendants' breaches of the TPOV Agreement is set forth in the pleadings filed in that litigation,
8 which are in Plaintiffs' possession.

9 In the case with which the instant action was consolidated – *Rowen Seibel, derivatively on*
10 *behalf of GR Burgr LLC v. PHWLTV, LLC et. al.* Case No. A-17-751759-B, GR BURGR, LLC has
11 asserted multiple claims for monies due from PHWLTV, LLC pursuant to the BURGR Agreement.
12 The exact description of Defendants' breaches of the Burgr Agreement are set forth in the pleadings
13 filed in this action, which are in Plaintiffs' possession.

14 **INTERROGATORY NO. 16:**

15 Describe in detail and with particularity all facts related to Your contention that "Plaintiffs'
16 claims are barred, in whole or in part, by the doctrines of acquiescence, estoppel, laches, ratification,
17 unclean hands, unjust enrichment, or waiver, as well as all other applicable equitable doctrines," as
18 stated in Your Tenth Affirmative Defense.

19 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 16:**

20 Seibel objects to this interrogatory as it attempts to force the answering party to create
21 summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive
22 information, calls for privileged information protected by the attorney-client and work-product
23 privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s)
24 "in detail and with particularity" and "all facts related to", reads awkwardly, lacks sufficient
25 precision or particularity to permit the formulation of a proper response, seeks information or
26 materials related to a time period beyond the scope of the claims and defenses in this action, seeks
27 information or materials that are not proportional to the needs of the case, and seeks information
28 equally available to Desert Palace, Inc., Caesars and their affiliates.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party's understanding of it: (1) Caesars' bad faith designation of Rowen Seibel as unsuitable; (2) Caesars' purported unilateral, bad faith terminations of the TPOV Agreement, the LLTQ Agreement, the FERG Agreement, the DNT Agreement, and the Burgr Agreement; (3) Caesars' continued operation of and wrongful retention of profits due to TPOV and TPOV 16 from the Gordon Ramsay Steak Restaurant in Las Vegas, to LLTQ and LLTQ 16 from the Gordon Ramsay Pub and Grill in Las Vegas, to FERG and FERG 16 from the Gordon Ramsay Pub and Grill in Atlantic City, New Jersey, to DNT from the Old Homestead Restaurant in Las Vegas, and to GR Burgr from the Gordon Ramsay Burger Restaurant in Las Vegas; (4) Caesars' wrongful retention of profits due to MOTI and MOTI 16 from the Serendipity Restaurant in Las Vegas; (5) Caesars' development and operation and wrongful retention of profits from the Gordon Ramsay Steak Restaurant in Atlantic City, New Jersey, the Gordon Ramsay Steak Restaurant in Baltimore, Maryland, and the Gordon Ramsay Fish & Chips Restaurant in Las Vegas; (6) Caesars' acceptance and execution of the May 16, 2014 Letter Agreement by and between Caesars and MOTI, DNT, TPOV, and LLTQ; (7) Caesars' ratification of the Letter Agreement by its payments to MOTI 16, DNT, TPOV 16, and LLTQ 16; (8) Caesars' retention of the capital contributions of TPOV and LLTQ under their respective agreements with Caesars; (9) the failure of Desert Palace, Inc., Caesars and their affiliates to pay fair value for the various Defendants' interests in the subject restaurants; (10) Desert Palace, Inc., Caesars and their affiliates selectively choosing to do business, directly or indirectly and actively promoting and advertising their association with known convicted felons and known criminals; (11) Seibel's communication with Caesars representative J. Jeffrey Frederick regarding the circumstances of the Seibel Plea; (12) the failure of Desert Palace, Inc., Caesars and their affiliates to provide an opportunity to cure and/or the failure of Desert Palace, Inc., Caesars and their affiliates to accept the Defendants' efforts to cure.

INTERROGATORY NO. 17:

Describe in detail and with particularity all facts related to Your contention that "Plaintiffs' claims are barred, in whole or in part, by their own conduct, including but not limited to their failure to mitigate their damages," as stated in Your Eleventh Affirmative Defense.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 17:

Seibel objects to this interrogatory as it attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “in detail and with particularity” and “all facts related to”, reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, seeks information or materials that are not proportional to the needs of the case, and seeks information equally available to Desert Palace, Inc., Caesars and their affiliates.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: (1) Caesars’ bad faith designation of Rowen Seibel as unsuitable; (2) Caesars’ purported unilateral, bad faith terminations of the TPOV Agreement, the LLTQ Agreement, the FERG Agreement, the DNT Agreement, and the Burgr Agreement; (3) Caesars’ continued operation of and wrongful retention of profits due to TPOV and TPOV 16 from the Gordon Ramsay Steak Restaurant in Las Vegas, to LLTQ and LLTQ 16 from the Gordon Ramsay Pub and Grill in Las Vegas, to FERG and FERG 16 from the Gordon Ramsay Pub and Grill in Atlantic City, New Jersey, to DNT from the Old Homestead Restaurant in Las Vegas, and to GR Burgr from the Gordon Ramsay Burger Restaurant in Las Vegas; (4) Caesars’ wrongful retention of profits due to MOTI and MOTI 16 from the Serendipity Restaurant in Las Vegas; (5) Caesars’ development and operation and wrongful retention of profits from the Gordon Ramsay Steak Restaurant in Atlantic City, New Jersey, the Gordon Ramsay Steak Restaurant in Baltimore, Maryland, and the Gordon Ramsay Fish & Chips Restaurant in Las Vegas; (6) Caesars’ acceptance and execution of the May 16, 2014 Letter Agreement by and between Caesars and MOTI, DNT, TPOV, and LLTQ; (7) Caesars’ ratification of the Letter Agreement by its payments to MOTI 16, DNT, TPOV 16, and LLTQ 16; (8) Caesars’ retention of the capital contributions of TPOV and LLTQ under their respective agreements with Caesars; (9) the failure of Desert Palace, Inc., Caesars and their affiliates to pay fair value for the various Defendants’ interests in the subject restaurants;

(10) Desert Palace, Inc., Caesars and their affiliates selectively choosing to do business, directly or indirectly and actively promoting and advertising their association with known convicted felons and known criminals; (11) Seibel's communication with Caesars representative J. Jeffrey Frederick regarding the circumstances of the Seibel Plea; (12) the failure of Desert Palace, Inc., Caesars and their affiliates to provide an opportunity to cure and/or the failure of Desert Palace, Inc., Caesars and their affiliates to accept the Defendants' efforts to cure.

INTERROGATORY NO. 18:

Please describe with specificity Your relationship, personal and professional, with Craig Green, including in Your answer when you met, how you met, and all business or personal connections you may have.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 18:

Seibel objects to this interrogatory fails to specify a time period, improperly uses the overbroad term "any" or "all," is irrelevant, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) "relationship", "personal and professional", and "business or personal connections," reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, and seeks information or materials that are not proportional to the needs of the case.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party's understanding of it: Craig Green began working with Seibel in or around October 2012.

INTERROGATORY NO. 19:

Please describe with specificity Your relationship, personal and professional, with Brian K. Ziegler, including in Your answer when you met, how you met, and all business or personal connections you may have.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 19:

Seibel objects to this interrogatory fails to specify a time period, improperly uses the overbroad term "any" or "all," is irrelevant, is overbroad, is vague, ambiguous, and confusing with

respect to the term(s) or phrase(s) “relationship”, “personal and professional”, and “business or personal connections,” reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, seeks information or materials that are not proportional to the needs of the case, and calls for privileged information protected by the attorney-client and work-product privileges.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: Seibel was introduced to Brian Ziegler in or around the years 2004-2005. Brian Ziegler began working as Seibel’s counsel in or around 2005.

INTERROGATORY NO. 20:

Please describe with specificity Your relationship, personal and professional, with Netty Wachtel, including in Your answer when you met, how you met, and all business or personal connections you may have.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 20:

Seibel objects to this interrogatory fails to specify a time period, improperly uses the overbroad term “any” or “all,” is irrelevant, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “relationship”, “personal and professional”, and “business or personal connections,” lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, seeks information or materials that are not proportional to the needs of the case, and calls for confidential, private, personal, and sensitive information.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: Grandmother.

INTERROGATORY NO. 21:

Please describe with specificity Your relationship, personal and professional, with Bryn Dorfman, including in Your answer when you met, how you met, and all business or personal connections you may have.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 21:

Seibel objects to this interrogatory fails to specify a time period, improperly uses the overbroad term “any” or “all,” is irrelevant, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “relationship”, “personal and professional”, and “business or personal connections,” reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials related to a time period beyond the scope of the claims and defenses in this action, seeks information or materials that are not proportional to the needs of the case, calls for privileged information protected by the marital privilege, and calls for confidential, private, personal, and sensitive information.

Subject to and without waiving any objections, the interrogatory is hereby responded to as follows based on the answering party’s understanding of it: Spouse.

INTERROGATORY NO. 22:

Please list each and every time You spoke to, interacted with, communicated with (oral or in writing), or met with OHR and/or any and all persons who are part of or representatives of OHR (e.g. Alan Lebensfeld, Greg Sherry, Marc Sherry), from April 1, 2016 to September 31, 2016 regarding the DNT Agreement, including in Your response the general purpose of each contact/communication, and the role You played in the contact/communication.

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 22:

Seibel objects to this interrogatory as it attempts to force the answering party to create summaries that do not exist otherwise, calls for confidential, private, personal, or sensitive information, calls for privileged information protected by the attorney-client and work-product privileges, is overbroad, is vague, ambiguous, and confusing with respect to the term(s) or phrase(s) “each and every time”, “spoke to”, “interacted with”, “communicated with”, “any and all persons who are part of or representatives of”, “general purpose”, and “the role You played”, reads awkwardly, lacks sufficient precision or particularity to permit the formulation of a proper response, seeks information or materials that are not proportional to the needs of the case, and is irrelevant. Seibel also objects to the date “September 31, 2016” as nonexistent and therefore ambiguous.

1 Subject to and without waiving any objections, the interrogatory is hereby responded to as
2 follows based on the answering party's understanding of it:

3 On or about April 28 and 29, 2016, Seibel had a chance meeting with Greg Sherry and Marc
4 Sherry in Las Vegas.

5 On May 18, 2016, Seibel was on a telephone call with Greg Sherry and Marc Sherry. The
6 general purpose was to discuss DNT related business.

7 On June 15, 2016, Seibel was present at a meeting at which Greg Sherry, Marc Sherry and
8 Alan Lebensfeld were present. The general purpose was to discuss DNT related business.

9 On June 23, 2016, Seibel was a present at a meeting at which Greg Sherry, Marc Sherry and
10 Alan Lebensfeld were present. The general purpose was to discuss DNT related business.

11 On July 11, 2016, Seibel sent an email to Alan Lebensfeld on which Greg Sherry and Marc
12 Sherry were copied. The general purpose was to schedule a subsequent telephone call to be held with
13 OHR.

14 On July 11, 2016, Seibel was on a telephone call with Greg Sherry and Marc Sherry. The
15 general purpose was to discuss DNT related business.

16 On July 12, 2016, Seibel sent emails to Alan Lebensfeld on which Greg Sherry and Marc
17 Sherry were copied. The general purpose was to schedule a subsequent telephone call to be held with
18 OHR.

19 On July 14, 2016, Seibel sent an email to Alan Lebensfeld on which Greg Sherry and Marc
20 Sherry were copied. The general purpose was to schedule a subsequent telephone call to be held with
21 OHR.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

On July 15, 2016, Seibel was on a telephone call with Greg Sherry, Marc Sherry, and Alan Lebensfeld. The general purpose was to discuss DNT related business.

DATED this 23rd day of October 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

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

VERIFICATION

I, Rowen Seibel, declare as follows:

That I am a named Defendant in the above-captioned action; that I have read the foregoing Responses to Desert Palace, Inc.'s First Set of Interrogatories and know the contents thereof; that the same is true of my own knowledge, except for those matters therein stated upon information and belief, and that, as to such matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

EXECUTED this 23rd day of October, 2020.

/s/ Rowen Seibel
ROWEN SEIBEL

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 23rd day of October, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S.

Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI	Email: JJP@pisanellibice.com
DEBRA L. SPINELLI	DLK@pisanellibice.com
M. MAGALI MERCERA	MMM@pisanellibice.com
BRITTNIE T. WATKINS	BTW@pisanellibice.com
PISANELLI BICE PLLC	<i>Attorneys for Defendants/Counterclaimant Desert</i>
400 South 7 th Street, Suite 300	<i>Palace, Inc.; Paris Las Vegas Operating Company, LLC;</i>
Las Vegas, NV 89101	<i>PHWLTV, LLC; and Boardwalk Regency Corporation</i>

JEFFREY J. ZEIGER	Email: jzeiger@kirkland.com
WILLIAM E. ARNAULT	warnault@kirkland.com
KIRKLAND & ELLIS LLP	<i>Attorneys for Defendants/Counterclaimant Desert</i>
300 North LaSalle	<i>Palace, Inc.; Paris Las Vegas Operating Company, LLC;</i>
Chicago, IL 60654	<i>PHWLTV, LLC; and Boardwalk Regency Corporation</i>

JOHN D. TENNERT	Email: jtennert@fclaw.com
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7800 Rancharrah Parkway	
Reno, NV 89511	

ALAN LEBENSFELD	Email: alan.lebensfeld@lsandspc.com
LAWRENCE J. SHARON	Lawrence.sharon@lsandspc.com
BRETT SCHWARTZ	Brett.schwartz@lsandspc.com
LEBENSFELD SHARON & SCHWARTZ, P.C.	<i>Attorneys for Plaintiff in Intervention</i>
140 Broad Street	<i>The Original Homestead Restaurant, Inc.</i>
Red Bank, NJ 07701	

MARK J. CONNOT	Email: mconnot@foxrothschild.com
KEVIN M. SUTEHALL	ksutehall@foxrothschild.com
FOX ROTHSCHILD LLP	<i>Attorneys for Plaintiff in Intervention</i>
1980 Festival Plaza Drive, #700	<i>The Original Homestead Restaurant, Inc.</i>
Las Vegas, NV 89135	

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 64

From: [Aaron D. Lovaas](#)
To: [Alan Lebensfeld](#); [Tennert, John](#); [Magali Mercera](#); [JGilmore@BaileyKennedy.com](#); [PWilliams@BaileyKennedy.com](#); [SGlantz@BaileyKennedy.com](#); [mconnot@foxrothschild.com](#); [ksutehall@foxrothschild.com](#)
Cc: [Debra Spinelli](#); [Emily A. Buchwald](#); [Robert A. Ryan](#); [Brittnie T. Watkins](#); [Diana Barton](#); [Cinda C. Towne](#)
Subject: RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Depositions
Date: Thursday, October 29, 2020 1:59:39 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

CAUTION: External Email

Magali,

I will not be attending the depositions either.

Thanks.

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

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Thursday, October 29, 2020 11:31 AM
To: Tennert, John <jtennert@fclaw.com>; Magali Mercera <mmm@pisanellibice.com>; JGilmore@BaileyKennedy.com; PWilliams@BaileyKennedy.com; SGlantz@BaileyKennedy.com; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Depositions

Magali, as you know, I will not be participating in the depositions.

Alan

From: Tennert, John [<mailto:jtennert@fclaw.com>]
Sent: Thursday, October 29, 2020 2:25 PM
To: Magali Mercera; JGilmore@BaileyKennedy.com; PWilliams@BaileyKennedy.com; SGlantz@BaileyKennedy.com; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; aaron.lovaas@ndlf.com
Cc: Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Diana Barton; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Depositions

Magali, I'm generally available 11/2 and 11/4. Thanks,

John D. Tennert III, Director

FENNEMORE CRAIG

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

jtennert@fclaw.com | [View Bio](#)



We've moved!

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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: Magali Mercera <mmm@pisanellibice.com>

Sent: Wednesday, October 28, 2020 2:57 PM

To: JGilmore@BaileyKennedy.com; PWilliams@BaileyKennedy.com; SGlantz@BaileyKennedy.com; Alan.Lebensfeld@Isandspc.com; mconnot@foxrothschild.com; ksutehall@foxrothschild.com;

Tennert, John <jtennert@fclaw.com>; aaron.loveas@ndlf.com

Cc: Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>

Subject: Desert Palace v. Seibel: Depositions

All –

In view of the remaining time for discovery, we wanted to set-up a call in the next few days, but no later than next week, to discuss scheduling depositions. Based on our discussions, we believe the following depositions may need to be scheduled:

- Rowen Seibel (2 days)
- Craig Green
- MOTI Partners 16, LLC 30(b)(6)
- FERG, LLC 30(b)(6)
- FERG 16, LLC 30(b)(6)
- Bryn Dorfman
- Brian Ziegler
- Randall Sayre (expert)
- Harold Deiters (expert)
- Amie Sabo
- Dwayne Morgan
- Caesars 30(b)(6)

- Sue Carletta
- Scott Scherer (expert)
- Bruce Stone (expert)
- Brian Gordon (expert)

Each party reserves the right to any specific objections to the above-listed depositions and inclusion of the depositions on this list should not be used to imply any party's consent or stipulation to such deposition. This list is simply intended to outline the depositions that have been mentioned so that we may begin discussing scheduling and logistics.

We are available Friday (10/30) in the morning, or generally any time Monday (11/2) or Wednesday (11/4). Please let us know your availability.

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 | 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.

EXHIBIT 65

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

JOHN R. BAILEY
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DENNIS L. KENNEDY
Nevada Bar No. 1462
JOSHUA P. GILMORE
Nevada Bar No. 11576
PAUL C. WILLIAMS
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*Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC;
LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**ROWEN SEIBEL'S RESPONSES TO
DESERT PALACE, INC.'S FIRST SET OF
REQUESTS FOR ADMISSION**

Rowen Seibel (“Seibel”), hereby responds to Desert Palace, Inc.’s First Set of Requests for Admission as follows:

PRELIMINARY STATEMENT

1. Seibel does not waive any objection set forth herein by interposing these objections or by making any subsequent response to the Requests for Admission.

2. The objections and responses contained herein are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, admissibility, and any and all other objections and grounds to which the same statement would be subject if delivered as live testimony at court. All such objections and grounds are expressly reserved by Seibel and may be interposed at the time of trial or in conjunction with any other use of these responses.

3. Seibel objects to the “Definitions and Instructions” of the Requests for Admission to the extent they purport to impose obligations greater than those required by NRCP 26 and 36.

4. Seibel reserves the right to supplement his objections and responses to this First Set of Requests for Admission.

RESPONSES TO FIRST SET OF REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that between April 2016 and August 19, 2016, You did not inform, notify, and/or otherwise disclose to Caesars, that in April 2016, the United States Attorney filed an Information charging You with one count of corrupt endeavor to obstruct and impede the due administration of the Internal Revenue [sic].

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Seibel objects to this Request because it seeks admissions for “either crucial facts central to the lawsuit or legal concessions.” *See Smith v. Emery*, 109 Nev. 737, 741, 856 P.2d 1386, 1389 (1993).

Seibel objects to this Request because it assumes he had an obligation to “inform, notify, and/or otherwise disclose to Caesars, that in April 2016, the United States Attorney filed an

Information charging [Seibel] with one count of corrupt endeavor to obstruct and impede the due administration of the Internal Revenue.”

Without waiving and subject to the foregoing objections, Seibel answers this Request as follows: Seibel admits that he “did not inform, notify, and/or otherwise disclose to Caesars, that in April 2016, the United States Attorney filed an Information charging [Seibel] with one count of corrupt endeavor to obstruct and impede the due administration of the Internal Revenue” because he had no obligation to disclose the Information to Caesars. Further, as of the filing of the Information, Seibel was no longer affiliated with the Development Entities.¹ Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 2:

Admit that in April 2016 You pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, a Class E Felony.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Admit.

REQUEST FOR ADMISSION NO. 3:

Admit that between April 2016 and August 19, 2016, You did not inform, notify, and/or otherwise disclose to Caesars, that in April 2016, You pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, a Class E Felony.

///

///

///

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

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Seibel objects to this Request because it seeks admissions for “either crucial facts central to the lawsuit or legal concessions.” *See Smith v. Emery*, 109 Nev. 737, 741, 856 P.2d 1386, 1389 (1993).

Seibel objects to this Request because it assumes he had an obligation to “inform, notify, and/or otherwise disclose to Caesars, that in April 2016, [Seibel] pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212”

Without waiving and subject to the foregoing objections, Seibel answers this Request as follows: Seibel admits that he “did not inform, notify, and/or otherwise disclose to Caesars, that in April 2016, [Seibel] pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212” because he had no obligation to disclose the plea to Caesars. Further, as of the date of the plea, Seibel was no longer affiliated with the Development Entities. Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 4:

Admit that in or around March 2016, You entered into a Prenuptial Agreement with Bryn Dorfman.

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Without waiving and subject to the foregoing objection, Seibel answers this Request as follows: Seibel admits that he executed a Prenuptial Agreement in or around March 2016, which was subsequently rescinded by agreement between him and Bryn Dorfman. Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 5:

Admit that between April 2016 and August 2016, You did not inform, notify, and/or otherwise disclose to Caesars, that You entered into a Prenuptial Agreement with Bryn Dorfman.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Seibel objects to this Request because it seeks admissions for “either crucial facts central to the lawsuit or legal concessions.” *See Smith v. Emery*, 109 Nev. 737, 741, 856 P.2d 1386, 1389 (1993).

Seibel objects to this Request because it assumes he had an obligation to “inform, notify, and/or otherwise disclose to Caesars, that [Seibel] entered into a Prenuptial Agreement with Bryn Dorfman.”

Without waiving and subject to the foregoing objections, Seibel answers this Request as follows: Seibel admits that he “did not inform, notify, and/or otherwise disclose to Caesars, that [Seibel] entered into a Prenuptial Agreement with Bryn Dorfman” because he had no obligation to disclose to Caesars that he had entered into a Prenuptial Agreement with Bryn Dorfman, which they subsequently rescinded. Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 6:

Admit that You communicated with Brian Ziegler regarding Your Prenuptial Agreement in March, April, and May 2016.

///

///

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Seibel objects to this Request because it seeks information that is protected by the attorney-client privilege and/or work product doctrine.

REQUEST FOR ADMISSION NO. 7:

Admit that You communicated with Craig Green regarding Your Prenuptial Agreement in March, April, and May 2016.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Without waiving and subject to the foregoing objection, Seibel answers this Request as follows: Seibel admits he had communications with Craig Green sometime between March, April, and May 2016 concerning a possible prenuptial agreement between him and Bryn Dorfman. Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 8:

Admit that You provided Your Prenuptial Agreement to Brian Ziegler before April 8, 2016.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Seibel objects to this Request because it seeks information that is protected by the attorney-client privilege and/or work product doctrine.

REQUEST FOR ADMISSION NO. 9:

Admit that You provided Your Prenuptial Agreement to Craig Green before April 8, 2016.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Without waiving and subject to the foregoing objection, Seibel answers this Request as follows: Deny.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 10:

Admit that You provided Your Prenuptial Agreement to Brian Ziegler before September 19, 2016.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Seibel objects to this Request because it seeks information that is protected by the attorney-client privilege and/or work product doctrine.

REQUEST FOR ADMISSION NO. 11:

Admit that You provided Your Prenuptial Agreement to Craig Green before September 19, 2016.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Seibel objects to this Request because it assumes the Prenuptial Agreement is a valid and existing agreement.

Without waiving and subject to the foregoing objection, Seibel answers this Request as follows: Deny.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 12:

Admit that in 2016 You entered into an agreement with Bryn Dorfman to receive distributions she received from the Seibel Family 2016 Trust.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Seibel objects to this Request because it seeks admissions for “either crucial facts central to the lawsuit or legal concessions.” *See Smith v. Emery*, 109 Nev. 737, 741, 856 P.2d 1386, 1389 (1993).

Without waiving and subject to the foregoing objections, Seibel answers this Request as follows: Seibel admits that he executed a Prenuptial Agreement in or around March 2016 with Bryn Dorfman (the terms of which speak for themselves), which they subsequently rescinded. Seibel denies all remaining portions of this Request.

Seibel further responds that discovery is still ongoing, and he reserves the right to supplement his response to this Request if and when additional responsive information (if any) is identified and obtained.

REQUEST FOR ADMISSION NO. 13:

Admit that between April 2016 and August 2016, You did not inform, notify, and/or otherwise disclose to Caesars, that You entered into an agreement with Bryn Dorfman to receive distributions from her that she received from the Seibel Family 2016 Trust.

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Seibel objects to this Request because it assumes there is a valid and existing agreement between Seibel and Bryn Dorfman related to distributions that Bryn Dorfman receives from the Seibel Family 2016 Trust.

Seibel objects to this Request because it assumes he had an obligation to “inform, notify, and/or otherwise disclose to Caesars, that [Seibel] entered into an agreement with Bryn Dorfman to receive distributions from her that she received from the Seibel Family 2016 Trust.”

Without waiving and subject to the foregoing objections, Seibel answers this Request as follows: Seibel admits that he “did not inform, notify, and/or otherwise disclose to Caesars, that [he] entered into an agreement with Bryn Dorfman to receive distributions from her that she received

1 from the Seibel Family 2016 Trust” because he had no obligation to so inform Caesars even
2 assuming such an agreement existed and, regardless, he and Bryn Dorfman subsequently rescinded
3 their Prenuptial Agreement. Seibel denies all remaining portions of this Request.

4 Seibel further responds that discovery is still ongoing, and he reserves the right to
5 supplement his response to this Request if and when additional responsive information (if any) is
6 identified and obtained.

7 **REQUEST FOR ADMISSION NO. 14:**

8 Admit that You knew You were being investigated by the US Government for Tax Evasion
9 prior to entering into the Letter Agreement, entered on or about May 16, 2014.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

11 Seibel objects to this Request because it seeks admissions for “either crucial facts central to
12 the lawsuit or legal concessions.” *See Smith v. Emery*, 109 Nev. 737, 741, 856 P.2d 1386, 1389
13 (1993).

14 Without waiving and subject to the foregoing objections, Seibel answers this Request as
15 follows: Seibel admits that he was aware that an investigation was being conducted or had been
16 conducted by the United States federal government prior to entering into the Letter Agreement.
17 Seibel denies all remaining portions of this Request.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 Seibel further responds that discovery is still ongoing, and he reserves the right to
2 supplement his response to this Request if and when additional responsive information (if any) is
3 identified and obtained.

4 DATED this 18th day of November, 2020

5 BAILEY ♦ KENNEDY

6 By: /s/ Paul C. Williams

7 JOHN R. BAILEY

8 DENNIS L. KENNEDY

9 JOSHUA P. GILMORE

10 PAUL C. WILLIAMS

11 STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 18th day of November, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI Email: JJP@pisanellibice.com
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/s/ Jennifer Kennedy
Employee of BAILEY❖KENNEDY

EXHIBIT 66

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

EXHIBIT 67

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

EXHIBIT 68

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

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

7)
Plaintiff,)

8) Case No. A-17-751759-B
vs.) Dept. No. XVI

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

12)
Defendants.)

13)
and) Consolidated With

14) A-17-760537-B

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

16)
Nominal Plaintiff.)

17)
AND ALL RELATED CLAIMS)

18)

19 * * * HIGHLY CONFIDENTIAL FOR 30 DAYS * * *

20 REMOTE VIDEOCONFERENCE AND VIDEOTAPED

21 DEPOSITION OF SCOTT SCHERER, ESQ.

22 Taken on Monday, December 14, 2020, at 9:15 a.m.

23 Held at All-American Court Reporters
1160 North Town Center Drive, Suite 300
24 Las Vegas, Nevada 89144

25 Reported By: Gale Salerno, RMR, CCR No. 542

**CERTIFIED
COPY**

1 APPEARANCES:

2

3 For the Plaintiffs, Rowen Seibel; Moti Partners, LLC;
4 Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ
5 Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV
6 Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green
7 and R Squared Global Solutions, LLC, Derivatively On Behalf
8 of DNT Acquisition, LLC:

6

7 JOSHUA P. GILMORE, ESQ. (PRESENT VIA VIDEOCONFERENCE)
8 Bailey Kennedy
9 8984 Spanish Ridge Avenue
10 Las Vegas, Nevada 89148
11 (702) 851-0051
12 jgilmore@BaileyKennedy.com

10

11

12 For the Defendants/Counterclaimant, Desert Palace, Inc.;
13 Paris Las Vegas Operating Company, LLC; PHWLTV, LLC;
14 and Boardwalk Regency Corporation:

13

14 M. MAGALI MERCERA, ESQ. (PRESENT VIA VIDEOCONFERENCE)
15 Pisanelli Bice, PLLC
16 400 South Seventh Street, Suite 300
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17

18 For the Defendant, Gordon Ramsay:

19

20 JOHN D. TENNERT, III, ESQ. (PRESENT VIA VIDEOCONFERENCE)
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22 300 South Fourth Street, Suite 1400
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25 jtennert@fclaw.com

23

24

25

1 REMOTE VIDEOCONFERENCE AND VIDEOTAPED

2 DEPOSITION OF SCOTT SCHERER

3 December 14, 2020

4 - - -

5 THE VIDEOGRAPHER: Good morning. Today
6 is Monday, December 14th, 2020. The time is
7 approximately 9:15 a.m.

8 This begins the recorded videoconference
9 deposition of Scott Scherer.

10 My name is Shane Godfrey, court
11 videographer with Las Vegas Legal Video.

12 This is District Court, Clark County,
13 Nevada, case number A-17-751759-B, consolidated with
14 case number A-17-760537-B, in the matter of Rowen
15 Seibel, an individual and citizen of New York,
16 derivatively on behalf of Real Party in Interest
17 GR Burgr, LLC, a Delaware limited liability company,
18 plaintiff, versus PHWLV, LLC, a Nevada limited
19 liability company; Gordon Ramsay, an individual,
20 et al., defendants, and GR Burgr, LLC, a Delaware
21 limited liability company, nominal plaintiff, and all
22 related claims.

23 This deposition is noticed by the attorneys
24 for plaintiffs.

25 The attorneys participating in this

1 proceeding acknowledge that the court reporter is not
2 physically present with the witness or counsel and
3 that she will be reporting this proceeding remotely.

4 If you are in agreement to the remote
5 arrangement, please state your name and consent to
6 the agreement for the record, then the court
7 reporter, Gale Salerno, CCR number 542, will swear in
8 the witness remotely.

9 MR. GILMORE: Joshua Gilmore on behalf of
10 Rowen Seibel, Craig Green and the Development
11 Entities, and we so stipulate.

12 MS. MERCERA: Magali Mercera on behalf of
13 the Caesars Entities and the witness, and we so
14 stipulate.

15 MR. TENNERT: John Tennert on behalf of
16 Gordon Ramsay, and we stipulate.

17 - - -

18 SCOTT SCHERER,
19 having been first duly sworn, was
20 examined and testified as follows:

21 - - -

22 EXAMINATION

23 BY MR. GILMORE:

24 Q. Would you please state your full name for
25 the record.

1 A. Scott Scherer.

2 Q. And what is your current business address?

3 A. Oh, that's a good question. I believe it
4 is -- it's in the 5000 block of Kietzke Lane in Reno,
5 Nevada. And I'll find it for you in a minute here.

6 Q. Okay. And what is your current business
7 phone number?

8 A. (775) 398 -- (775) 324-4100.

9 Q. Okay.

10 A. And the address is 5371 Kietzke Lane in
11 Reno, Nevada.

12 Q. All right. Thank you very much.

13 Mr. Scherer, are you currently an active
14 attorney in the state of Nevada?

15 A. I am.

16 Q. Okay. Are you licensed in any other
17 jurisdictions?

18 A. I am not.

19 Q. What law firm do you work for?

20 A. I am a shareholder with Brownstein Hyatt
21 Farber Schreck.

22 Q. Have you been deposed before?

23 A. I have.

24 Q. Approximately how many times have you been
25 deposed?

1 A. No. But --

2 MS. MERCERA: Object to form.

3 You can answer.

4 THE WITNESS: -- it is guided by my
5 understanding of the candor expected of parties doing
6 business in the gaming industry.

7 BY MR. GILMORE:

8 Q. Okay. But you agree that Caesars never
9 asked him to fill out this type of form that he may
10 otherwise fill out if he had been applying for a
11 gaming license in the state of Nevada?

12 A. The Multi-Jurisdictional Form?

13 Q. Yes.

14 A. To my knowledge, Caesars never asked him to
15 complete a Multi-Jurisdictional Form, but I don't
16 know.

17 Q. Okay. Do you have any knowledge whether,
18 other than the Business Information Form that we were
19 just looking at, if Caesars required any other
20 written disclosure to be filled out by Mr. Seibel?

21 A. Other than -- no, other than the contract
22 itself, no. I'm not aware of anything else.

23 Q. When do you believe disclosure was first
24 required by Mr. Seibel?

25 A. I mean, at the time that Caesars sent him

1 contracts.

2 Q. Okay. And you recall that the contracts
3 speak to Caesars having the sole and absolute
4 discretion, or some comparable verbiage, to determine
5 suitability?

6 A. Yes.

7 Q. Is that common in your experience for
8 licensees to have in contracts with third parties?

9 A. It's not unusual. I mean, yes, it is
10 common. There are different variants, but it is
11 common.

12 Q. So what protections, then, does a third
13 party have to ensure the casino or gaming licensee
14 one day doesn't just say you're unsuitable?

15 A. Again, if there's no reasonable basis for
16 that, then perhaps -- others won't want to do
17 business with that licensee because word will get
18 around.

19 Two, when the Gaming Control Board, if they
20 believe the licensee was acting inappropriately
21 without some reasonable basis, they may very well
22 take disciplinary action.

23 Q. Okay. So it's the threat that other people
24 won't do business with that licensee, or that
25 licensee's license could be in jeopardy if that's how

1 CERTIFICATE OF REPORTER

2 I, the undersigned, a Certified Shorthand
3 Reporter of the State of Nevada, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given to the best of my
12 ability.

13 Further, that before completion of the
14 proceedings, review of the transcript [X] was
15 [] was not requested pursuant to NRCP 30(e).

16 I further certify I am neither financially
17 interested in the action, nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21

22 Dated: December 21, 2020

23

24

25



GALE SALERNO, RMR, CCR #542

EXHIBIT 69

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**PLAINTIFFS' FOURTEENTH
SUPPLEMENTAL DISCLOSURES
PURSUANT TO NRCP 16.1**

Pursuant to Nevada Rule of Civil Procedure 16.1(a)(1), Plaintiffs,¹ by and through their undersigned counsel, hereby submit their thirteenth supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b). Any new information appears in **bold**.

A. LIST OF WITNESSES PURSUANT TO NRCP 16(a)(1)(A)

1. Rowen Seibel
c/o John R. Bailey, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

Mr. Seibel is likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the complaint filed on or about August 25, 2017 by Caesars against Mr. Seibel ("Seibel"), LLTQ Enterprises ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), Moti Partners, LLC ("MOTI"), Moti Partners 16, LLC ("MOTI 16"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), DNT Acquisition, LLC ("DNT"), GR BURGR LLC ("GRB" and collectively with LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, TPOV, TPOV 16, and DNT, the "Seibel-Affiliated Entities"), and J. Jeffrey Frederick ("Frederick") (the "Desert Palace Complaint"), communications with Plaintiffs, communications with Gordon Ramsay ("Ramsay"), communications with the Seibel-Affiliated Entities, communications with the Seibel Family 2016 Trust, the Development, Operation and License Agreement between MOTI and Desert Palace, Inc. dated March 2009 (the "MOTI Agreement"), the Development, Operation and License Agreement between DNT, the Original Homestead Restaurant, Inc., and Desert Palace, Inc. dated June 21, 2011 (the "DNT Agreement"), the Development and Operation Agreement between TPOV and Paris dated November 2011 (the "TPOV Agreement"), the Development and Operation Agreement between LLTQ Enterprises, LLC and Desert Palace, Inc. dated April 4, 2012

¹ Plaintiffs are Desert Palace Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), PHWLV, LLC ("Planet Hollywood") and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars" or "Plaintiffs").

(the "LLTQ Agreement"), the Development, Operation and License Agreement between PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager, LLC, GR BURGR, LLC, and Gordon Ramsay, dated December 13, 2012 (the "GR Burgr Agreement"), the Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation dba Caesars Atlantic City dated May 16, 2014 (the "FERG Agreement"), payments made between the parties, attempted assignments by/between the Seibel-Affiliated Entities, suitability disclosures proffered in the Business Information Form, Seibel's criminal conduct, Seibel's negotiation of a tolling agreement, Seibel's negotiation of a plea agreement, Seibel's plea, conviction, and sentencing, and kickbacks received by Seibel and/or Seibel-Affiliated Entities from vendors servicing Caesars' restaurants.

2. FERG, LLC
c/o John R. Bailey, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

The NRCP 30(b)(6) Witness(es) for FERG is/are likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the Desert Palace Complaint, the allegations in the FERG Counterclaim, communications with Plaintiffs, communications with Ramsay, the FERG Agreement, payments made between the parties, Seibel's criminal conduct, and FERG's attempted assignment of the FERG Agreement to FERG 16.

3. FERG 16, LLC
c/o John R. Bailey, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

The NRCP 30(b)(6) Witness(es) for FERG 16 is/are likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the Desert Palace Complaint, the allegations in the FERG Counterclaim, communications with Plaintiffs, communications with Ramsay, the FERG Agreement, payments

1 made between the parties, Seibel's criminal conduct, and FERG's attempted assignment of the FERG
2 Agreement to FERG 16.

3 4. LLTQ Enterprises, LLC
4 c/o John R. Bailey, Esq.
5 BAILEY KENNEDY
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148-1302
8 (702) 562-8820

9 The NRCP 30(b)(6) Witness(es) for LLTQ is/are likely to have discoverable information
10 regarding the facts and circumstances concerning this action, including but not limited to, the
11 allegations in the Desert Palace Complaint, the allegations in the LLTQ Counterclaim,
12 communications with Plaintiffs, communications with Ramsay, the LLTQ Agreement, payments
13 made between the parties, Seibel's criminal conduct, and LLTQ's attempted assignment of the LLTQ
14 Agreement to LLTQ 16.

15 5. LLTQ Enterprises 16, LLC
16 c/o John R. Bailey, Esq.
17 BAILEY KENNEDY
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148-1302
20 (702) 562-8820

21 The NRCP 30(b)(6) Witness(es) for LLTQ 16 is/are likely to have discoverable information
22 regarding the facts and circumstances concerning this action, including but not limited to, the
23 allegations in the Desert Palace Complaint, the allegations in the LLTQ Counterclaim,
24 communications with Plaintiffs, communications with Ramsay, the LLTQ Agreement, payments
25 made between the parties, Seibel's criminal conduct, and LLTQ's attempted assignment of the LLTQ
26 Agreement to LLTQ 16.

27 6. Moti Partners, LLC
28 c/o John R. Bailey, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

The NRCP 30(b)(6) Witness(es) for MOTI is/are likely to have discoverable information
regarding the facts and circumstances concerning this action, including but not limited to, the

1 allegations in the Desert Palace Complaint, communications with Plaintiffs, the MOTI Agreement,
2 payments made between the parties, Seibel's criminal conduct, and MOTI's attempted assignment of
3 the MOTI Agreement to MOTI 16.

4 7. Moti Partners 16, LLC
5 c/o John R. Bailey, Esq.
6 BAILEY KENNEDY
7 8984 Spanish Ridge Avenue
8 Las Vegas, NV 89148-1302
9 (702) 562-8820

10 The NRCP 30(b)(6) Witness(es) for LLTQ 16 is/are likely to have discoverable information
11 regarding the facts and circumstances concerning this action, including but not limited to, the
12 allegations in the Desert Palace Complaint, communications with Plaintiffs, the MOTI Agreement,
13 payments made between the parties, Seibel's criminal conduct, and MOTI's attempted assignment of
14 the MOTI Agreement to MOTI 16.

15 8. TPOV Enterprises 16, LLC
16 c/o John R. Bailey, Esq.
17 BAILEY KENNEDY
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148-1302
20 (702) 562-8820

21 The NRCP 30(b)(6) Witness(es) for TPOV 16 is/are likely to have discoverable information
22 regarding the facts and circumstances concerning this action, including but not limited to, the
23 allegations in the Desert Palace Complaint, communications with Plaintiffs, communications with
24 Ramsay, the TPOV Agreement, payments made between the parties, Seibel's criminal conduct, and
25 TPOV's attempted assignment of the TPOV Agreement to TPOV 16.

26 9. TPOV Enterprises, LLC
27 c/o John R. Bailey, Esq.
28 BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

The NRCP 30(b)(6) Witness(es) for TPOV is/are likely to have discoverable information
regarding the facts and circumstances concerning this action, including but not limited to, the
allegations in the Desert Palace Complaint, communications with Plaintiffs, communications with

1 Ramsay, the TPOV Agreement, payments made between the parties, Seibel's criminal conduct, and
2 TPOV's attempted assignment of the TPOV Agreement to TPOV 16.

3 10. DNT Acquisition, LLC
4 c/o The Corporation Trust Company
5 Corporation Trust Center
6 1209 Orange Street
7 Wilmington, DE 19801
8 (302) 685-7581

9 The NRCP 30(b)(6) Witness(es) for DNT is/are likely to have discoverable information
10 regarding the facts and circumstances concerning this action, including but not limited to, the
11 allegations in the Desert Palace Complaint, the allegations in the DNT Counterclaim, communications
12 with Plaintiffs, communications with The Original Homestead Restaurant, Inc. ("OHR"), the
13 DNT Agreement, payments made between the parties, Seibel's criminal conduct, and Seibel's
14 attempted assignment.

15 11. GR BURGR, LLC
16 c/o Aaron D. Lovaas, Esq.
17 NEWMEYER & DILLION LLP
18 3800 Howard Hughes Pkwy, Suite 700
19 Las Vegas, NV 89169

20 The NRCP 30(b)(6) Witness(es) for GR BURGR is/are likely to have discoverable
21 information regarding the facts and circumstances concerning this action, including but not limited
22 to, the allegations in the Desert Palace Complaint, communications with Plaintiffs, communications
23 with Seibel and the Seibel-Affiliated Entities, communications with Ramsay, the GR Burgr
24 Agreement, payments made between the parties, and Seibel's attempted assignment.

25 12. The Original Homestead Restaurant
26 d/b/a The Old Homestead Restaurant, Inc.
27 c/o Alan Lebensfeld, Esq.
28 Lebensfeld Sharon & Schwartz p.c.
140 Broad Street
Red Bank, New Jersey 07701
(732) 530-4600

The NRCP 30(b)(6) Witness(es) for OHR is/are likely to have discoverable information
regarding the facts and circumstances concerning this action, including but not limited to, the
allegations in the Desert Palace Complaint, communications with Plaintiffs, communications with

1 Seibel and the Seibel-Affiliated Entities, the DNT Agreement, payments made between the parties,
2 and Seibel's attempted assignment.

3 13. Brian K. Ziegler, Esq.
4 CERTILMAN BALIN ADLER & HYMAN, LLP
5 90 Merrick Avenue, 9th Floor
6 East Meadow, New York 11554
7 (516) 296-7000

8 Mr. Ziegler is likely to have discoverable information regarding the facts and circumstances
9 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
10 communications with Plaintiffs, the DNT Agreement, the FERG Agreement, the LLTQ Agreement,
11 the MOTI Agreement, the GR Burgr Agreement, the TPOV Agreement, communications with Seibel
12 and the Seibel-Affiliated Entities, communications with the Seibel Family 2016 Trust,
13 communications with Ramsay, payments made between the parties, attempted assignments
14 by/between the Seibel-Affiliated Entities, the Seibel Family 2016 Trust, Seibel's criminal conduct,
15 Seibel's negotiation of a tolling agreement, Seibel's negotiation of a plea agreement, Seibel's plea,
16 conviction, and sentencing.

17 14. Seibel Family 2016 Trust
18 CERTILMAN BALIN ADLER & HYMAN, LLP
19 90 Merrick Avenue, 9th Floor
20 East Meadow, New York 11554
21 (516) 296-7000

22 The NRCP 30(b)(6) Witness(es) for the Seibel Family 2016 Trust is/are likely to have
23 discoverable information regarding the facts and circumstances concerning this action, including but
24 not limited to, the allegations in the Desert Palace Complaint, communications with Seibel and the
25 Seibel-Affiliated Entities, and the attempted assignments by/between the Seibel-Affiliated Entities.

26 15. Craig Green
27 c/o John R. Bailey, Esq.
28 BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
(702) 562-8820

Mr. Green is likely to have discoverable information regarding the facts and circumstances
concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
communications with Plaintiffs, the DNT Agreement, the FERG Agreement, the LLTQ Agreement,

1 the MOTI Agreement, the GR Burgr Agreement, the TPOV Agreement, communications with Seibel
2 and the Seibel-Affiliated Entities, payments made between the parties, attempted assignments
3 by/between the Seibel-Affiliated Entities, the Seibel Family 2016 Trust, Seibel's criminal conduct,
4 Seibel's negotiation of a tolling agreement, Seibel's negotiation of a plea agreement, Seibel's plea,
5 conviction, and sentencing, and kickbacks received by Seibel and/or Seibel-Affiliated Entities from
6 vendors servicing Caesars' restaurants.

7 16. J. Jeffrey Frederick
8 c/o Robert E. Atkinson, Esq.
9 ATKINSON LAW ASSOCIATES LTD.
10 376 E Warm Springs Road Suite 130
11 Las Vegas, Nevada 89119
12 (702) 614-0600

13 Mr. Frederick is likely to have discoverable information regarding the facts and circumstances
14 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
15 communications with Plaintiffs, communications with Seibel and the Seibel-Affiliated Entities, the
16 attempted assignments by/between the Seibel-Affiliated Entities, and purported delegation of duties.

17 17. Carly Ziegler
18 CERTILMAN BALIN ADLER & HYMAN, LLP
19 90 Merrick Avenue, 9th Floor
20 East Meadow, New York 11554
21 (516) 296-7000

22 Ms. Ziegler is likely to have discoverable information regarding the facts and circumstances
23 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
24 communications with Seibel and the Seibel-Affiliated Entities, and the attempted assignments
25 by/between the Seibel-Affiliated Entities.

26 18. Ali Ziegler
27 CERTILMAN BALIN ADLER & HYMAN, LLP
28 90 Merrick Avenue, 9th Floor
East Meadow, New York 11554
(516) 296-7000

Ms. Ziegler is likely to have discoverable information regarding the facts and circumstances
concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
communications with Seibel and the Seibel-Affiliated Entities, and the attempted assignments
by/between the Seibel-Affiliated Entities.

1 19. Netty Wachtel Slushny²

2 Ms. Slushny is likely to have discoverable information regarding the facts and circumstances
3 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
4 communications with Seibel and the Seibel-Affiliated Entities, the Seibel Family 2016 Trust, the
5 attempted assignments by/between the Seibel-Affiliated Entities, and Seibel's criminal conduct.

6 20. Bryn Dorfman
7 c/o John R. Bailey, Esq.
8 **BAILEY KENNEDY**
9 **8984 Spanish Ridge Avenue**
 Las Vegas, NV 89148-1302
 (702) 562-8820

10 Ms. Dorfman is likely to have discoverable information regarding the facts and circumstances
11 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
12 communications with Seibel and the Seibel-Affiliated Entities, the Seibel Family 2016 Trust, the
13 attempted assignments by/between the Seibel-Affiliated Entities, and Seibel's criminal conduct.

14 21. Gordon Ramsay
15 c/o John D. Tennert, Esq.
16 FENNEMORE CRAIG, P.C.
17 7800 Rancharra Pkwy
18 Reno, NV 89511
19 (775) 788-2200

20 Mr. Ramsay is likely to have discoverable information regarding the facts and circumstances
21 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
22 communications with Plaintiffs, communications with Seibel and the Seibel-Affiliated Entities, the
23 TPOV Agreement, the GR Burgr Agreement, the LLTQ Agreement, the FERG Agreement, payments
24 made between the parties, and attempted assignments by/between the Seibel-Affiliated Entities.
25
26
27

28 ///

² Plaintiffs have been informed that Ms. Wachtel Slushny passed away.

22. Gordon Ramsay Holdings Limited
c/o John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharra Pkwy
Reno, NV 89511
(775) 788-2200

The NRCP 30(b)(6) Witness(es) for Gordon Ramsay Holdings Limited is/are likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the Desert Palace Complaint, communications with Plaintiffs, communications with Seibel and the Seibel-Affiliated Entities, the TPOV Agreement, the GR Burgr Agreement, the LLTQ Agreement, the FERG Agreement, payments made between the parties, and attempted assignments by/between the Seibel-Affiliated Entities.

23. Tom Jenkin
c/o James J. Pisanelli, Esq.
PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
(702) 214-2100

Mr. Jenkin was the Global President of Caesars Entertainment Corporation and is likely to have discoverable information relating to the facts and circumstances concerning this action including, but not limited to, the allegations in the Desert Palace Complaint, communications with Seibel and the Seibel-Affiliated Entities, the MOTI Agreement, the LLTQ Agreement, the DNT Agreement, the TPOV Agreement, the GR Burgr Agreement, and the FERG Agreement.

24. A.G. Burnett
McDONALD CARANO LLP
100 West Liberty Street – Suite 1510
Reno, NV 89501
(775) 788-2000

Mr. Burnett is likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the Desert Palace Complaint and the Nevada Gaming Control Board's response to Plaintiffs' termination of the MOTI Agreement, the LLTQ Agreement, the DNT Agreement, the TPOV Agreement, the GR Burgr Agreement, and the FERG Agreement.

1 25. Yvette Seibel³

2 Ms. Seibel is likely to have discoverable information regarding the facts and circumstances
3 concerning this action, including but not limited to, the allegations in the Desert Palace Complaint,
4 communications with Seibel and the Seibel-Affiliated Entities, the Seibel Family 2016 Trust, the
5 attempted assignments by/between the Seibel-Affiliated Entities, and Seibel's criminal conduct.

6 26. Chris Barish
7 c/o Robert J. deBrauwere, Esq.
8 PRYOR CASHMAN
9 7 Times Square
 New York, NY 10036
 (212) 326-0418

10 Mr. Barish is likely to have discoverable information regarding the facts and circumstances
11 concerning this action, including but not limited to, communications with Seibel, ownership of
12 TPOV, investment in TPOV, and any attempted assignment.

13 27. Alan M. Lebensfeld, Esq.
14 LEBENSFELD SHARON & SCHWARTZ P.C.
15 140 Broad Street
 Red Bank, New Jersey 07701
 (732) 530-4600

16 Mr. Lebensfeld is likely to have discoverable information regarding the facts and
17 circumstances concerning this action, including but not limited to, communications with Mr. Ziegler,
18 communications with Seibel and the Seibel-Affiliated Entities, and Seibel's attempted assignment in
19 April 2016.

20 28. Marc Sherry
21 c/o Alan Lebensfeld, Esq.
22 LEBENSFELD SHARON & SCHWARTZ P.C.
23 140 Broad Street
 Red Bank, New Jersey 07701
 (732) 530-4600

24 Mr. Sherry is likely to have discoverable information regarding the facts and circumstances
25 concerning this action, including but not limited to, communications with Seibel and the
26 Seibel-Affiliated Entities, and Seibel's attempted assignment in April 2016.

27
28 ³ Plaintiffs were informed on August 21, 2019 that Ms. Seibel passed away.

29. Greg Sherry
c/o Alan Lebensfeld, Esq.
LEBENSFELD SHARON & SCHWARTZ P.C.
140 Broad Street
Red Bank, New Jersey 07701
(732) 530-4600

Mr. Sherry is likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, communications with Seibel and the Seibel-Affiliated Entities, and Seibel's attempted assignment in April 2016.

30. Mark A. Clayton, Esq.
c/o Mark Ferrario, Esq.
Greenberg Traurig
10845 Griffith Peak Drive
Las Vegas, NV 89135
(702) 792-3773

Mr. Clayton is likely to have discoverable information regarding his communications with communications with Seibel and the Seibel-Affiliated Entities, and termination of the MOTI Agreement, the LLTQ Agreement, the DNT Agreement, the TPOV Agreement, the GR Burgr Agreement, and the FERG Agreement.

31. Andy Wenlock, Chief Executive Officer
Gordon Ramsay Holdings Limited
c/o John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Pkwy
Reno, NV 89511
(775) 788-2200

Mr. Wenlock is likely to have discoverable information regarding the facts and circumstances concerning this action, including but not limited to, the allegations in the Desert Palace Complaint, communications with Plaintiffs, communications with Seibel and the Seibel-Affiliated Entities, Seibel and the Seibel-Affiliated Entities' failure to disclose, and termination of the relationship with Seibel and the Seibel-Affiliated Entities.

32. Pat LaFrieda
c/o Mark Pastore
3701 Tonnelles Avenue
North Bergen, New Jersey 07047
(201) 537-8210

1 The NRCP 30(b)(6) Witness(es) for Pat LaFrieda is/are likely to have discoverable
2 information regarding the facts and circumstances concerning this action, including but not limited
3 to, payments made by Pat LaFrieda to Seibel and/or Seibel-Affiliated Entities.

4 33. Vero Water
5 c/o David Deshe
6 1680 Michigan Avenue
7 PH 7
8 Miami Beach, FL 33139
9 [Telephone unknown]

10 The NRCP 30(b)(6) Witness(es) for Vero Water, Inc. is/are likely to have discoverable
11 information regarding the facts and circumstances concerning this action, including but not limited
12 to, payments made by Vero Water, Inc. to Seibel and/or Seibel-Affiliated Entities.

13 34. Lavazza Premium Coffees Corp.
14 c/o Schnader Harrison Segal & Lewis, LLP
15 Attn: Christian Moretti, Esq.
16 140 Broadway, Suite 3100
17 New York, NY 10005
18 [Telephone unknown]

19 The NRCP 30(b)(6) Witness(es) for Lavazza Premium Coffees Corp. is/are likely to have
20 discoverable information regarding the facts and circumstances concerning this action, including but
21 not limited to, payments made by Lavazza Premium Coffees Corp. to Seibel and/or Seibel-Affiliated
22 Entities.

23 35. Pinnacle Vodka
24 Beam Global Spirits & Wine, LLC
25 c/o Prentice Hall Corporation
26 801 Adlai Stevenson Drive
27 Springfield, IL 62703
28 [Telephone unknown]

The NRCP 30(b)(6) Witness(es) for Pinnacle Vodka is/are likely to have discoverable
information regarding the facts and circumstances concerning this action, including but not limited
to, payments made by Pinnacle Vodka to Seibel and/or Seibel-Affiliated Entities.

36. Southern Wine & Spirits of Nevada
c/o CT Corporation System
701 S Carson Street, Suite 200
Carson City, NV 89701
[Telephone unknown]

1 The NRCP 30(b)(6) Witness(es) for Southern Wine & Spirits of Nevada ("Southern Wine &
2 Spirits") is/are likely to have discoverable information regarding the facts and circumstances
3 concerning this action, including but not limited to, payments made by Southern Wine & Spirits to
4 Seibel and/or Seibel-Affiliated Entities.

5 37. Innis & Gunn USA, Inc.
6 c/o Foster & Foley LLP
7 225 Executive Drive, Suite 307
8 Plainville, New York 11803
9 [Telephone unknown]

10 The NRCP 30(b)(6) Witness(es) for Innis & Gunn USA, Inc. ("Innis & Gunn") is/are likely
11 to have discoverable information regarding the facts and circumstances concerning this action,
12 including but not limited to, payments made by Innis & Gunn to Seibel and/or Seibel-Affiliated
13 Entities.

14 38. Wexford Capital, LP
15 Wexford Plaza
16 411 West Putnam Avenue
17 Greenwich, CT 06830
18 (203) 862-7000

19 The NRCP 30(b)(6) Witness(es) for Wexford Capital, LP ("Wexford Capital") is/are likely to
20 have discoverable information regarding the facts and circumstances concerning this action, including
21 but not limited to, representations made by Seibel regarding ownership of the Seibel-Affiliated
22 Entities and efforts to acquire a portion of the Seibel-Affiliated Entities.

23 39. Michael Sardar, Esq.
24 Kostelanetz & Fink, LLP
25 Seven World Trade Center
26 250 Greenwich Street, 34th Floor
27 New York, New York 1000
28 (212) 808-8100

Mr. Sardar is likely to have discoverable information regarding the facts and circumstances
concerning this action, including but not limited to, Seibel's criminal conduct, Seibel's negotiation of
a tolling agreement, Seibel's negotiation of a plea agreement, Seibel's plea, conviction, and
sentencing.

1 40. Robert S. Fink, Esq.
2 Kostelanetz & Fink, LLP
3 Seven World Trade Center
4 250 Greenwich Street, 34th Floor
5 New York, New York 1000
6 (212) 808-8100

7 Mr. Fink is likely to have discoverable information regarding the facts and circumstances
8 concerning this action, including but not limited to, Seibel's criminal conduct, Seibel's negotiation of
9 a tolling agreement, Seibel's negotiation of a plea agreement, Seibel's plea, conviction, and
10 sentencing.

11 41. Kostelanetz & Fink, LLP
12 Seven World Trade Center
13 250 Greenwich Street, 34th Floor
14 New York, New York 1000
15 (212) 808-8100

16 The NRCP 30(b)(6) Witness(es) for Kostelanetz & Fink, LP ("Kostelanetz & Fink") is/are
17 likely to have discoverable information regarding the facts and circumstances concerning this action,
18 including but not limited to, Seibel's criminal conduct, Seibel's negotiation of a tolling agreement,
19 Seibel's negotiation of a plea agreement, Seibel's plea, conviction, and sentencing.

20 42. **Marathon Enterprises**
21 **9 Smith Street**
22 **Englewood, New Jersey 07631**
23 **(201) 935-3330**

24 **The NRCP 30(b)(6) Witness(es) for Marathon Enterprises ("Marathon") is/are likely to**
25 **have discoverable information regarding the facts and circumstances concerning this action,**
26 **including but not limited to, payments made by Marathon to Seibel and/or Seibel-Affiliated**
27 **Entities.**

28 43. **Ty Nant Spring Water Ltd.**
 Bethania, Llanon SY23 5LS
 United Kingdom
 (44) 1974 272111

The NRCP 30(b)(6) Witness(es) for Ty Nant Sprint Water Ltd. ("Ty Nant") is/are likely
 to have discoverable information regarding the facts and circumstances concerning this action,
 including but not limited to, payments made by Ty Nant to Seibel and/or Seibel-Affiliated
 Entities.

1 **44. BR 23 Venture, LLC**
2 **c/o John R. Bailey, Esq.**
3 **BAILEY KENNEDY**
4 **8984 Spanish Ridge Avenue**
5 **Las Vegas, NV 89148-1302**
6 **(702) 562-8820**

7 The NRCP 30(b)(6) Witness(es) for BR 23 Venture, LLC is/are likely to have
8 discoverable information regarding the facts and circumstances concerning this action,
9 including but not limited to, payments received by Seibel and/or Seibel-Affiliated Entities for
10 product purchased by Caesars.

11 **45. Future Star Hospitality, LLC**
12 **c/o John R. Bailey, Esq.**
13 **BAILEY KENNEDY**
14 **8984 Spanish Ridge Avenue**
15 **Las Vegas, NV 89148-1302**
16 **(702) 562-8820**

17 The NRCP 30(b)(6) Witness(es) for Future Star Hospitality, LLC is/are likely to have
18 discoverable information regarding the facts and circumstances concerning this action,
19 including but not limited to, payments received by Seibel and/or Seibel-Affiliated Entities for
20 product purchased by Caesars.

21 46. Any and all witnesses identified and/or disclosed by any party in this matter. Plaintiffs
22 reserve the right to amend and/or supplement this list of witnesses as discovery continues.

23 **B. LIST OF DOCUMENTS**

24 Pursuant to NRCP 16(a)(1), Plaintiffs hereby submit their **fourteenth** supplemental list of
25 documents that may be discoverable pursuant to NRCP 26(b). The documents are identified as
26 bearing Bates numbers **CAESARS089065** are described with particularity on the index attached
27 hereto **electronically**⁴ as **Exhibit A**.⁵

28 Plaintiffs also disclose any and all documents identified and/or disclosed by any other party
29 to this action. Furthermore, Plaintiffs reserve the right to amend and/or supplement this list of
30 documents as discovery continues.

31 ⁴ The documents will be delivered via FTP site.

32 ⁵ Exhibit A will be delivered via FTP site.

C. DAMAGES COMPUTATION

Pursuant to NRCP 16.1(a)(1)(A)(iv) Plaintiffs seek damages in an amount in excess of \$15,000.00 and declaratory relief. A more specific breakdown of the relief Plaintiffs seek to recover is as follows:

1. Judicial declarations stating:

- a. Caesars Palace properly terminated the MOTI Agreement;
- b. Caesars Palace properly terminated the DNT Agreement;
- c. Paris properly terminated the TPOV Agreement;
- d. Caesars Palace properly terminated the LLTQ Agreement;
- e. PHWLTV properly terminated the GRB Agreement;
- f. CAC properly terminated the FERG Agreement;⁶
- g. Plaintiffs do not have any current or future financial obligations or commitments to Seibel or any of the Seibel-Affiliated Entities;
- h. Section 13.22 of the LLTQ Agreement is unenforceable and Caesars does not have any current or future obligations pursuant to that provision or otherwise that would prohibit or limit existing or future restaurant ventures between Caesars and Gordon Ramsay.
- i. Section 4.1 of the FERG Agreement is unenforceable and Caesars does not have any current or future obligations pursuant to that provisions or otherwise that would prohibit or limit existing or future restaurant ventures between Caesars and Gordon Ramsay; and
- j. Caesars is entitled to recover attorneys' fees, costs, and interests.

2. Amounts for costs related to the rebranding of Gordon Ramsay Burger totaling \$168,781.00;

3. Amounts for improper and illegal kickbacks received by Seibel, Green, and/or the Seibel-Affiliated Entities totaling \$326,046.87 itemized as follows:

⁶ The MOTI Agreement, the DNT Agreement, the TPOV Agreement, the LLTQ Agreement, the GRB Agreement, and the FERG Agreement are collectively referred to herein as the "Seibel Agreements."

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 18th day of December 2020, I caused to be served via the Court's e-filing/e-service true and correct copies of the above and foregoing **PLAINTIFFS' FOURTEENTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1** 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
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com
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
Wade Beavers
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511
jtennert@fclaw.com
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

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

*Attorneys for Nominal Plaintiff
GR Burgr LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 70

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 CLAIMS

) Case No.:

) A-17-751759-B

) Dept. No.: XVI

) Consolidated with

) A-17-760537-B

VIDEOCONFERENCE VIDEOTAPED DEPOSITION OF

RANDALL E. SAYRE

FRIDAY, DECEMBER 18, 2020

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

Job No.: 5042

1 VIDEOCONFERENCE VIDEOTAPED DEPOSITION OF
2 RANDALL E. SAYRE, held via videoconference, on
3 Friday, December 18, 2020, at 9:06 a.m., before
4 Monice K. Campbell, Certified Court Reporter, in and
5 for the State of Nevada.

6
7 APPEARANCES:

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

11 BAILEY KENNEDY
12 BY: JOSHUA P. GILMORE, ESQ.
13 8984 Spanish Ridge Avenue
14 Las Vegas, Nevada 89148
702.562.8820
jgilmore@baileykennedy.com

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

17 PISANELLI BICE PLLC
18 BY: M. MAGALI MERCERA, ESQ.
19 400 South 7th Street, Suite 300
20 Las Vegas, Nevada 89101
21 702.214.2100
22 mmm@pisanellibice.com
23
24
25

1 APPEARANCES:

2 For Gordon Ramsay:

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

7 Also Present:

8 JARED MAREZ, VIDEOGRAPHER/EXHIBIT TECH
9
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FRIDAY, DECEMBER 18, 2020; 9:06 A.M.

* * * * *

THE VIDEOGRAPHER: Good morning. Today is Friday, December 18th, 2020 and the time is approximately 9:06 a.m. The deponent is Randall E. Sayre. This is Case Number A-17-751759-B, filed in District Court, Clark County, Nevada, entitled Seibel versus PHWLIV, LLC, et al.

My name is Jared Marez. I am the videographer for Envision Legal Solutions. The deposition is taking place virtually by Zoom video conferencing.

Will all counsel present please identify themselves, state whom you represent, and agree on the record that there is no objection to the deposition officer administering a binding oath to the witness via Zoom? We'll start with the noticing attorney, Ms. Mercera.

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

MR. GILMORE: Good morning. Joshua Gilmore, also with Paul Williams, on behalf of Rowen Seibel, Craig Green, and the development entities. And we have no objection to proceeding

1 via remote means.

2 MR. TENNERT: Good morning. John Tennert
3 on behalf of Gordon Ramsay. I have no objection.
4 Whereupon,

5 RANDALL E. SAYRE,
6 having been sworn to testify to the truth, the whole
7 truth, and nothing but the truth, was examined and
8 testified under oath as follows:

9
10 EXAMINATION

11 BY MS. MERCERA:

12 Q. Mr. Sayre, good morning.

13 A. Good morning.

14 Q. As you probably heard from our
15 discussion right before we started the
16 deposition, there have been some technology
17 issues that we've all been dealing with through
18 these depositions, so I'm hopeful that that
19 won't be the case today with your depo, but if
20 at any point a screen freezes, you lose internet
21 connection, you can't hear one of us, just let
22 us know. Either raise your hand or try to get
23 our attention and we're happy to stop.
24 Unfortunately we've become quite accustomed to
25 that during these depositions.

1 A. Yes.

2 Q. And let's pull up the document as
3 we're talking about it.

4 MS. MERCERA: Jared, could you post S152?
5 (Exhibit Number S152, which was
6 previously marked, was referenced.)

7 THE VIDEOGRAPHER: Exhibit S152 is being
8 posted to the chat.

9 BY MS. MERCERA:

10 Q. All right, Mr. Sayre. Let me know
11 when you've had a moment to review this
12 document.

13 A. Yep, I've reviewed it. I mean, I didn't
14 look -- I didn't read it just now. I've seen this
15 document.

16 Q. Okay. Did you assist at all in --
17 well, strike that.

18 Is this one of the documents you reviewed
19 in preparation for your report?

20 A. Yes.

21 Q. Did you assist at all in the actual
22 preparation of this letter?

23 A. I did not.

24 Q. Okay. Were you aware of this letter
25 at or around the time it was sent by Mr. McNutt

1 Q. And you're aware that Mr. Seibel kept
2 that information hidden from Caesars for several
3 months, correct?

4 MR. GILMORE: Object to form.

5 Go ahead.

6 THE WITNESS: I'm aware that Caesars has
7 taken the position that he did not report it in a
8 timely fashion.

9 BY MS. MERCERA:

10 Q. And isn't the duty of candor very
11 important to the Nevada Gaming Control Board?

12 A. Is it ever, and that candor goes to those
13 that are contracted with the industry, as well as
14 the industry themselves and how they communicate
15 information to the board and the commission. That
16 candor runs in both directions.

17 Q. And wouldn't be it an issue for the
18 Nevada Gaming Control Board if someone was
19 convicted of a felony and fails to inform the
20 board for four months?

21 A. Oh, no, no, no. The standard is not
22 four months. The standard is notify us when you
23 become aware.

24 Q. Doesn't the -- well, strike that.

25 Would you agree with me that the Nevada

1 Gaming Control Board expects full candor in both a
2 pre- and post-licensing process?

3 A. That's a yes.

4 Q. The duty of candor is required at all
5 times?

6 A. Oh, you can read it in the regulations.
7 Yes. It's not just an expectation. It's codified.

8 Q. It's required?

9 A. It's required.

10 Q. In your report on page 25 -- and let
11 me know when you're there, and I'm referring to
12 page 25 of the one I posted in the chat, so
13 hopefully it's the same.

14 A. Read the first sentence.

15 Q. "This action was outside approved" --
16 well, that might not be the first sentence. One
17 second.

18 A. That's all right. I can go get it off
19 the computer if you want.

20 MR. GILMORE: That looks to be the last
21 sentence of the last paragraph on 25.

22 BY MS. MERCERA:

23 Q. Yeah. It's the 165, I believe.

24 A. Maybe it would be easier if I get it
25 off -- what's the sentence in -- first sentence in

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, RANDALL E. SAYRE, commencing on Friday,
11 December 18, 2020, at 9:06 a.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 ([X] 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 1st day of January, 2021.

5
6 

7
8 Monice K. Campbell, CCR No. 312

EXHIBIT 71

Message

From: BRIAN ZIEGLER [BZIEGLER@certilmanbalin.com]
Sent: 9/21/2016 6:49:07 PM
To: 'Rowen S' [rowen900@gmail.com]; 'Jeffery Frederick' [jfrederick@ebhospitality.com]; 'Craig Green' [craigneerg@gmail.com]; PAUL B. SWEENEY [PSweeney@certilmanbalin.com]; Nathan C. Rugg [nrugg@ag-ltd.com]; 'Steven B. Chaiken' [schaiken@ag-ltd.com]
Subject: FW: Development, Operation and License Agreement
Attachments: 20160921 Letter DNT Acquisition, OHS.pdf



Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

☎ Direct 516.296.7046 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: bziegler@certilmanbalin.com | [my profile](#) | www.certilmanbalin.com

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Required Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or tax-related matter(s) addressed herein.

From: meitzj@gtlaw.com [mailto:meitzj@gtlaw.com] **On Behalf Of** claytonm@gtlaw.com
Sent: Wednesday, September 21, 2016 2:28 PM
To: BRIAN ZIEGLER; alan.lebensfeld@lsandspc.com
Cc: claytonm@gtlaw.com; meitzj@gtlaw.com
Subject: Development, Operation and License Agreement

Please see the attached from Mark A. Clayton.



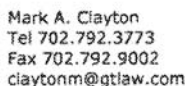
Jeanne Meitz

Assistant to
Mark G. Tratos * Edward "Ted" Quirk
Mark A. Clayton * Bethany Rabe
Shauna Norton * Erica Okerberg
Greenberg Traurig, LLP | Suite 400 North
3773 Howard Hughes Parkway | Las Vegas, Nevada 89169
Tel 702.792.3773 Direct: 702.938-6912
meitzj@gtlaw.com | www.gtlaw.com

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SA0403



If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

**VIA EMAIL AND OVERNIGHT COURIER**

Brian K. Ziegler, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

Greg Sherry
c/o The Old Homestead Steakhouse
56 9th Avenue
New York, NY 10011

Alan M. Lebensfeld, Esq.
Lebensfeld Borker Sussman & Sharon LLP
140 Broad Street
Red Bank, NJ 07701

Re: Development, Operation and License Agreement by and among DNT Acquisition, LLC ("DNT"), The Original Homestead Restaurant, Inc. ("OHS") and Desert Palace, Inc. ("Caesars") dated June 21, 2011 ("Agreement")

Gentlemen:

Reference is made to my correspondence, dated September 2, 2016, regarding the Agreement. For purposes of this letter, capitalized terms not defined herein have the meaning set forth in the Agreement.

As of 11:59 p.m. on September 20, 2016, Caesars had not received any evidence that DNT and OHS have disassociated with Rowen Seibel an individual who is an Unsuitable Person, pursuant to the Agreement.

GREENBERG TRAURIG, LLP ■ ATTORNEYS AT LAW ■ WWW.GTLAW.COM
3773 Howard Hughes Parkway, Suite 400 North ■ Las Vegas, Nevada 89169 ■ Tel 702.792.3773 ■ Fax 702.792.9002
LV 42077722v1

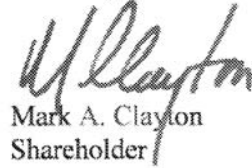
[illegible]

September 21, 2016
Page 2

Because DNT and OHS have failed to disassociate with an Unsuitable Person, Caesars hereby terminates the Agreement pursuant to Section 4.2.3 of the Agreement, effective immediately.

Lastly, Caesars reserves and retains all other rights and remedies available under the Agreement.

Sincerely,



Mark A. Clayton
Shareholder

MAC/

EXHIBIT 72

\\
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.

[illegible]

1 VIDEOCONFERENCE VIDEOTAPED DEPOSITION OF

2 CRAIG GREEN

3 MOTI PARTNERS 16, LLC

4 NRCP 30(b)(6)

5 December 16, 2020

6 ENVISION LEGAL SOLUTIONS

7 Las Vegas, Nevada

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25 Reported by: Tonja Lemich, CSR
CSR No. 380

Appearances:

FOR PLAINTIFF ROWEN SEIBEL:

PAUL C. WILLIAMS
Bailey Kennedy
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
702.562.8820
PWilliams@BaileyKennedy.com

FOR DEFENDANTS DESERT PALACE, INC.:

BRITTNIE WATKINS
M. MAGALI MERCERA
Pisanelli Bice
400 South 7th Street, Ste. 300
Las Vegas, NV 89101
702.214.2100
btw@pisanellibice.com
mmm@pisanellibice.com

FOR GORDON RAMSAY:

JOHN D. TENNERT and
WADE ELLIS BEAVERS
Fennemore Craig
7800 Rancharra Pkwy.
Reno, NV 89511
775.788.2212
jtennert@fclaw.com
wbeavers@fennemorelaw.com

* * * * *

MOTI Partners 16, LLC Craig Green

1 LAS VEGAS, NEVADA; WEDNESDAY, DECEMBER 16, 2020

2 8:08 A.M.

3 * * * * *

4
5 EXHIBIT TECH: Good morning. Today is
6 Wednesday, December 16th, 2020. And the time is
7 approximately 8:08 a.m.

8 The deponent is 30(b)(6) MOTI Partners 16.
9 This is case number A-17-751759-B, District Court,
10 Clark County, Nevada, entitled Seibel vs. PHWLTV, LLC,
11 et al.

12 My name is Kortney Dragoo. I'm the
13 videographer for Envision Legal Solutions. This
14 deposition is taking place virtually on Zoom
15 videoconferencing.

16 Will all counsel present please identify
17 themselves, state whom you represent, and agree on the
18 record there's no objection to the deposition officer
19 administering a binding oath to the witness via Zoom?

20 We will start with the noticing attorney,
21 Ms. Magali Mercera.

22 MS. MERCERA: That actually should be --

23 EXHIBIT TECH: Oh, apologies. Ms. Brittnie
24 Watkins.

25 MS. WATKINS: Thank you.

1 \
Brittnie Watkins on behalf of PHWLTV and the
2 rest of the Caesars entities. And I have no objection.

3 MS. MERCERA: Magali Mercera on behalf of group
4 Caesars entities, and we so stipulate.

5 MR. WILLIAMS: Paul Williams on behalf of
6 MOTI 16, Rowen Seibel, and Craig Green, and we have no
7 objection.

8 MR. TENNERT: John Tennert on behalf of Gordon
9 Ramsey, and we agree.

10 MS. MERCERA: And just before we get started,
11 Paul, I was having a hard time hearing you. You just
12 sound far away.

13 MR. WILLIAMS: This is a camera off the PC. Is
14 that better? I will scoot up.

15 MS. MERCERA: Thank you.

16 MR. WILLIAMS: You can hear me better. But
17 unfortunately, you'll also see me better. So it's give
18 and take.

CRAIG GREEN,

called as a witness herein by the Defendants Caesars
Entities, having been first duly sworn, was examined
and testified as follows:

EXAMINATION

BY MS. WATKINS:

Q Okay. Mr. Green, can you please introduce yourself?

A Hi. I'm Craig Green.

Q Do you go by any other name or aliases?

A No, ma'am.

Q Can you please provide your current address?

A 2200 Lincoln Avenue. Miami, Florida. 33133.

Q Please also provide your phone number.

A (516) 749-3360.

Q And what's your current e-mail address?

A Craigneerg@gmail.com.

Q Thank you.

So I know you've been through this before, but I'm going to go ahead and go over some ground rules again. I know you've been deposed by my firm before, but we haven't sat across from each other. So let me go ahead and go over the ground rules again.

Do you understand that you have an oath and an

1 of the MOTI 16 designation, \ because MOTI was an entity
2 that was created a long time before MOTI 16. When I
3 was preparing for my MOTI -- I believe, yeah, I believe
4 was set for a MOTI Partners, LLC, 30(b)(6) deposition,
5 and I had inquired, you know, about that for the
6 preparation of that deposition. And if I recall
7 correctly, Mr. Seibel had informed me that it was for
8 Master of the Impossible.

9 But, again, that wasn't the -- the acronym, per
10 se, for MOTI 16. MOTI 16 was just taking the MOTI,
11 from MOTI Partners, LLC, and adding the 16 to it.

12 MS. MERCERA: I don't mean to interrupt. My
13 apologies. I don't know if it was just me, but,
14 Mr. Green, you were a little bit choppy in your
15 response.

16 MS. WATKINS: I had that issue, as well.

17 MR. WILLIAMS: I could hear him. It was a
18 little choppy, but I could make it all out.

19 MS. MERCERA: As long as the court reporter was
20 able to hear his full answer.

21 THE REPORTER: Yes, I was able to hear him.

22 MS. MERCERA: Okay. Thank you.

23 Q BY MS. WATKINS: Okay. Mr. Green, just backing
24 up a little bit. You said that, and correct me if I'm
25 wrong, are you not sure if you authorized the forming

\
CERTIFICATE OF NOTARY PUBLIC

STATE OF NEVADA)
) SS.
ELKO COUNTY)

I, TONJA LEMICH, Notary Public in and for said
County and State, duly qualified, commissioned and
acting, hereby certify as follows:

That on the 16th day of December, 2020,
beginning at the hour of 8:08 a.m., the Deposition of
CRAIG GREEN was taken before me via Zoom
Videoconferencing, Las Vegas, Nevada, the said Witness
having been first duly sworn by me to testify to the
truth, the whole truth, and nothing but the truth in
the testimony said Witness was to give in said matter;

Whereupon, said Witness was examined upon oral
interrogatories propounded by Counsel and said Witness
made answers thereto under oath, and all of said
questions and all of said answers thereto were taken
down by me in Stenotype Shorthand notes and thereafter
transcribed with computer aided transcription as
hereinbefore contained;

That a videotape was also made at the time of
the taking of said deposition; that the original of
said videotape was preserved and given to counsel,
Ms. Watkins, to be preserved or filed with the clerk of
the court.

In witness whereof, I have hereunto subscribed my name and affixed my official seal of office at Elko, Nevada, this 8th day of January, 2021.

EXHIBIT 73

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

EXHIBIT 74

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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.)	
)	
PHWLTV, 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)	

Envision Legal Solutions 702-805-4800 scheduling@envision.legal

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

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

18

New York, New York 10019

19

217.757.0007

20

daniel.brooks@szslaw.com

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

21

22

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.

25

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

702.214.2100

mmm@pisanellibice.com

btw@pisanellibice.com

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

8

Also Present:

9

Jared Marez, videographer

10

11

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Envision Legal Solutions

702-805-4800

scheduling@envision.legal

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November 14, 2019

MOTI Partners, LLC Craig Green

Page 4

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I N D E X

WITNESS

PAGE

CRAIG GREEN

Examination by Ms. Mercera

8

E X H I B I T S

NUMBER

DESCRIPTION

PAGE

Exhibit C108

First Amended Notice of
Videotaped Deposition of MOTI
Partners, LLC Pursuant to
NRCP 30(b)(6) (5 pages)

8

Exhibit C109

First Amended Notice of
Videotaped Deposition of MOTI
Partners, LLC Pursuant to
NRCP 30(b)(6) with
handwritten notes (75 pages)

27

Exhibit C110

Development, Operation and
License Agreement, dated 4th
March 2009, Bates numbers
CAESARS000311 - CAESARS000333
(23 pages)

36

Exhibit C111

MOTI Partners, LLC's Response
to First Set of
Interrogatories, Bates
numbers 6805850.2 (18 pages)

47

November 14, 2019

MOTI Partners, LLC Craig Green

Page 5

1	Exhibit C112	E-mail from Jeffrey Frederick	85
2		to Rowen Seibel, dated March	
3		19, 2013, Subject:	
4		Serendipity 3 Renewal, Bates	
5		numbers CAESARS043572	
6		(1 page)	
7	Exhibit C113	E-mail dated June 13, 2013	89
8		from Amie Sabo to Brian	
9		Ziegler, Subject: Re:	
10		Serendipity - Caesars,	
11		Attachments: 7914 - MOTI -	
12		First Amendment -	
13		6.13.13.docx, Bates numbers	
14		CAESARS051756 - CAESARS051760	
15		(5 pages)	
16	Exhibit C114	E-mail chain from Amie Sabo	91
17		to Brian Ziegler, top e-mail	
18		dated September 3, 2013,	
19		Subject: FW: Serendipity -	
20		Caesars, Attachments: 7914 -	
21		MOTI - First Amendment -	
22		6.13.13.docx, Bates numbers	
23		CAESARS051810 - CAESARS051814	
24		(5 pages)	
25	Exhibit C115	E-mail from Amie Sabo to	93
		Brian Zeigler dated April 4,	
		2014, Subject: Legal Request	
		#7914 - Caesars Palace - MOTI	
		Partners, LLC d/b/a	
		Serendipity, Attachments:	
		7914 - MOTI - First Amendment	
		- 4.4.14.docx, Bates numbers	
		CAESARS036761 - CAESARS036766	
		(6 pages)	
	Exhibit C116	E-mail chain, top e-mail from	95
		Amie Sabo to Brian Ziegler	
		dated July 22, 2014, Subject:	
		Re: Legal Request #7914 -	
		Caesars Palace - MOTI	
		Partners, LLC d/b/a	
		Serendipity, Bates numbers	
		CAESARS037513 - CAESARS037516	
		(4 pages)	

November 14, 2019

MOTI Partners, LLC Craig Green

Page 6

1	Exhibit C117	E-mail from Amie Sabo to	98
2		Brian Ziegler, dated	
3		September 15, 2014, Subject:	
4		Legal Request #7914 - Caesars	
5		Palace - MOTI Partners, LLC	
6		d/b/a Serendipity, Bates	
7		numbers CBAH 000072 - CBAH	
8		000073 (2 pages)	
9	Exhibit C118	Letter Agreement dated	133
10		April 8, 2016, Re:	
11		Development, Operation and	
12		License Agreement (the	
13		"Agreement") dated as of	
14		March 2009, b and between	
15		Desert Palace, Inc. D/b/a	
16		Caesars Palace and MOTI	
17		Partners, LLC ("MOTI"), Bates	
18		numbers CAESARS000025 -	
19		CAESARS000026 (2 pages)	

E X H I B I T S

(Referenced)

16	NUMBER	DESCRIPTION	PAGE
17	Exhibit 26	Agreement Letter dated	
18		May 16, 2014 from Desert	
19		Palace, Inc./Paris Las Vegas	
20		Operating Company, LLC to	
21		MOTI Partners, LLC et al.,	
22		Bates numbers CAESARS000003 -	
23		CAESARS000006	
24	Exhibit 52	Business Information Form	
25		(BIF) Compliance Request -	
		Cover Sheet to Corporate	
		Compliance from Mark R. Dunn,	
		Esq., Subject: Request for	
		Due Diligence Investigation	
		dated January 26, 2009, Bates	
		numbers PARIS PRIV000001 -	
		PARIS PRIV000010	

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.

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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 Mr. Green, I will direct your attention to topic 16,
2 it's knowledge and understanding regarding any and
3 all legal disputes and lawsuits where MOTI is a
4 named party where the Seibel Plea is at issue.

5 Do you see that?

6 A. Yes.

7 Q. Okay.

8 And to your understanding, that is -- well,
9 strike that.

10 What lawsuits is MOTI currently involved in
11 or a named party where the Siebel Plea is at issue?

12 A. Bankruptcy, and here in Nevada.

13 Q. There's no outside litigation other than
14 those two we've been discussing?

15 A. Not to my knowledge, no.

16 Q. I'm going to direct your attention to --

17 MS. MERCERA: Envision Legal Solutions 702-805-4800 scheduling@envision.legal I'm going to mark this as
18 next in line, C110.

19 (Exhibit C110 marked.)

20 BY MS. MERCERA:

21 Q. The court reporter has placed before you
22 what's been marked Exhibit C110 to your deposition.
23 If you could take a moment and look at that
24 document, please.

25 A. (Witness reviewing document.)

1 Okay.

2 Q. Do you recognize this document?

3 A. I do.

4 Q. Okay.

5 What is it?

6 A. It's the development operation and license
7 agreement for MOTI Partners, LLC and Desert Palace,
8 Inc.

9 Q. Okay.

10 Was this one of the documents you looked at
11 to prepare for your deposition today?

12 A. Yes.

13 Q. Okay.

14 If you could go to the page that has the
15 Bates number 327 at the bottom --

16 A. Sure.

17 Q. -- or if not, you can look at page 17
18 of 22.

19 A. Okay.

20 Q. All right.

21 This is the signature page. Under "MOTI
22 Partners," there's a signature there.

23 Do you recognize that signature?

24 A. I do.

25 Q. And whose signature is that?

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 75

GLOBAL AGREEMENT FOR THE UTILIZATION OF DISCOVERY ACROSS CASES

IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned and all parties of record that, notwithstanding any Protective Orders or Confidentiality Agreements to the contrary, any documents produced and discovery responses served (collectively "Document Discovery") by any of the Parties (as hereinafter defined) during discovery in one or more of the Related Actions (as hereinafter defined) may be used by any other Party in any of the Related Actions. *Caesars Entertainment Operating Company, PHWLTV, LLC, Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC, Boardwalk Regency Corporation, d/b/a Caesars Atlantic City, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, FERG 16, LLC, MOTI Partners, LLC, MOTI Partners 16, LLC, TPOV Enterprises, LLC, TPOV Enterprises 16, LLC, Rowen Seibel, R Squared Global Solutions LLC, The Seibel Family 2016 Trust, Brian K. Ziegler, Craig Green, Jeffrey Frederick, Gordon Ramsay and GR Burgr LLC, The Original Homestead Restaurant, Inc., Marc Sherry and Greg Sherry* shall each individually be a "Party" and are collectively referred to as the "Parties."

IT IS FURTHER STIPULATED AND AGREED that this Agreement pertains only to the Document Discovery produced in the following actions (collectively, the "Related Actions"):

1. *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 v. PHWLTV, LLC, a Nevada limited liability company; Gordon Ramsay, an individual; et. al., District Court, Clark County, Nevada, Case No. A-17-751759-B, Dept. No. 15 (*
-and-
Desert Palace, Inc. et. al. v. Rowen Seibel et. al., District Court, Clark County, Nevada, Case No. A-17-760537-B, Dept. No. 27 (collectively with Case No, A-17-751759-B, the "Nevada Consolidated Action").
2. *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC, United States District Court, District of Nevada, Case No. 2:17-CV-00346-JCM-VCF (the "Nevada Federal Action").*
3. *In re: Caesars Entertainment Operating Company, Inc., et. al., United States Bankruptcy Court, Northern District of Illinois, Eastern Division, Chapter 11, Case No. 15-01145 (ABG) (the "Contested Matters").*

4. *The Original Homestead Restaurant, Inc., et. al. v, Rowen Seibel, et. al.*, Supreme Court of New York, County of New York, Index No. 650145/2018 (the “New York Action”)

IT IS FURTHER STIPULATED AND AGREED that the use of any Document Discovery in any Related Action other than the action in which it was initially produced ("Other Action") shall be governed by the applicable confidentiality stipulation and/or Protective Order that governs the use of discovery materials in the Related Action in which the document was initially produced. Further, a document shall retain its designation from the Related Action in which it was initially produced. Copies of applicable Stipulated Confidentiality Agreement and Protective Orders are attached hereto as Exhibits 1-3.

IT IS FURTHER STIPULATED AND AGREED that production of Document Discovery in a Related Action does not concede that such Document Discovery is relevant to, discoverable, and/or should have been produced in any Other Action.

IT IS FURTHER STIPULATED AND AGREED that any Party who subsequently joins the Nevada Consolidated Action, the Nevada Federal Action, the Contested Matters, or the New York Action shall be required to agree to and be bound by this Stipulation before being granted access to Document Discovery produced in any Related Action.

///

IT IS FURTHER STIPULATED AND AGREED that the respective Parties in each of the Related Actions, and each of them, covenant and agree that they shall take all such actions as are reasonably necessary or requested by the other Parties to carry out this Stipulation, including, if appropriate, filing any motions or stipulations in the Related Actions to approve this Stipulation or otherwise amend any existing Protective Orders.

DATED February 26th, 2019

MCNUTT LAW FIRM, P.C.

By: 

Daniel R. McNutt (SBN 7815)
Matthew C. Wolf (SBN 10801)
625 South Eighth Street
Las Vegas, Nevada 89101

*Attorneys for Rowen Seibel;
LLTQ Enterprises, LLC;
LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

DATED February __, 2019

CERTILMAN BALIN ADLER
& HYMAN, LLP


By: _____

Paul B. Sweeney, Esq.
Joshua Feldman, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

*Attorneys for Rowen Seibel;
LLTQ Enterprises, LLC;
LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

DATED March 14 February __, 2019

PISANELLI BICE PLLC



James Pisanelli, Esq., Bar No. 4027
Debra Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittnie Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
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*Attorneys for PHWLTV, LLC; Desert Palace,
Inc; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

DATED February __, 2019

KIRKLAND & ELLIS LLP

By: _____

William Arnault, Esq.
Jeffrey J. Zeiger, Esq.
300 North LaSalle
Chicago, Illinois 60654

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

IT IS FURTHER STIPULATED AND AGREED that the respective Parties in each of the Related Actions, and each of them, covenant and agree that they shall take all such actions as are reasonably necessary or requested by the other Parties to carry out this Stipulation, including, if appropriate, filing any motions or stipulations in the Related Actions to approve this Stipulation or otherwise amend any existing Protective Orders.

DATED February __, 2019

MCNUTT LAW FIRM, P.C.

By: _____

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625 South Eighth Street
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*Attorneys for Rowen Seibel;
LLTQ Enterprises, LLC;
LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

DATED February 25, 2019

CERTILMAN BALIN ADLER
& HYMAN, LLP

By:  _____

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Joshua Feldman, Esq.
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FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

DATED February __, 2019

PISANELLI BICE PLLC

James Pisanelli, Esq., Bar No. 4027
Debra Spinelli, Esq., Bar No. 9695
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*Attorneys for PHWLTV, LLC; Desert Palace,
Inc; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

DATED February __, 2019

KIRKLAND & ELLIS LLP

By: _____

William Arnault, Esq.
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300 North LaSalle
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*Attorneys for PHWLTV, LLC; Desert Palace,
Inc; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; Boardwalk Regency
Corporation d/b/a Caesars Atlantic City, and
Caesars Entertainment Operating Company*

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DATED February __, 2019

MCNUTT LAW FIRM, P.C.

By: _____

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LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
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DATED February __, 2019

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DATED February __, 2019

CERTILMAN BALIN ADLER
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By: _____

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LLTQ Enterprises 16, LLC; FERG, LLC;
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MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

DATED February __, 2019

KIRKLAND & ELLIS LLP

By:  _____

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Jeffrey J. Zeiger, Esq.
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LLC; PHWLTV, LLC; Boardwalk Regency
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Caesars Entertainment Operating Company*

DATED February 28, 2019

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FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;*

DATED February __, 2019

FENNEMORE CRAIG, P.C.

By: _____
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John Tennert, Esq., Bar No.11728
FENNEMORE CRAIG, P.C.
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Attorneys for Gordon Ramsay

DATED February 29, 2019

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By: Steven B. Chaiken
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FERG 16, LLC; MOTI Partners, LLC; and
MOTI Partners 16, LLC.*

DATED February __, 2019

LEBENSFELD SHARON & SCHWARTZ
P.C.

By: _____
Alan Lebensfeld, Esq.
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and
Mark J. Connot, Esq.
Kevin M. Sutehall, Esq.
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*Attorneys for The Original Homestead
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DATED February __, 2019

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FERG 16, LLC; MOTI Partners, LLC;
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DATED February __, 2019


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FERG 16, LLC; MOTI Partners, LLC; and
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DATED February ¹⁷__, 2019

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DATED February __, 2019

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*Attorneys for The Original Homestead
Restaurant, Inc.*

DATED February __, 2019

BARACK FERRAZZANO KIRSCHBAUM
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*Attorneys for LLTQ Enterprises, LLC;
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FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;*

DATED February __, 2019

ADELMAN & GETTLEMAN, LTD.

By: _____
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*Attorneys for Defendants LLTQ Enterprises,
LLC; LLTQ Enterprises 16, LLC, FERG,
LLC; FERG 16, LLC; MOTI Partners, LLC;
and MOTI Partners 16, LLC.*

DATED February __, 2019

FENNEMORE CRAIG, P.C.

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John Tennert, Esq., Bar No.11728
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300 East 2nd Street, Suite 1510
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Attorneys for Gordon Ramsay

DATED February 22, 2019

LEBENSFELD SHARON & SCHWARTZ
P.C.

By: 
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Restaurant, Inc.*

DATED February 22, 2019

ATKINSON LAW ASSOCIATES LTD.

By: 

Robert E. Atkinson, Esq. (SBN 9958)
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Las Vegas, NV 8912389119
Attorney for J. Jeffrey Frederick

DATED February __, 2019

HEYMAN ENERIO GATTUSO &
HIRZEL LLP

By: _____

Kurt Heyman, Esq.
300 Delaware Ave., Suite 200
Wilmington, DE 19801

Trustee for GR Burgr LLC

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

CAESARS ENTERTAINMENT
OPERATING COMPANY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 15-01145 (ABG)

(Jointly Administered)

AGREED PROTECTIVE ORDER

The terms of this Agreed Protective Order (the "Protective Order") have been agreed to, as of May 4, 2015, by and among: (i) the above-captioned debtors and debtors in possession (the "Debtors"), (ii) the Official Committee of Second Priority Noteholders (the "Noteholder Committee"), (iii) the Statutory Committee of Unsecured Claimholders (the "Unsecured Committee"), (iv) Richard J. Davis, the Court-appointed examiner for the Debtors (the "Examiner"), (v) the Ad Hoc Committee of First Lien Bank Lenders (the "Ad Hoc Bank Group"), (vi) the Ad Hoc Committee of First Lien Noteholders (the "First Lien Notes Committee") (vii) UMB Bank, N.A., solely in its capacity as successor indenture trustee for the Debtors' first lien notes (the "First Lien Notes Trustee"), (viii) Caesars Entertainment Corporation, (ix) TPG Global, LLC, (x) Apollo Global Management, LLC, and (xi) the Ad Hoc Committee of 12.75% Second Lien Bonds in the above-captioned cases (each a "Party" and collectively, the "Parties"). The term "Party" as it applies to the Noteholder Committee, the Unsecured Committee, the Ad Hoc Bank Group, the First Lien Notes Committee, the First Lien Notes Trustee, and the Ad Hoc Committee of 12.75% Second Lien Bonds includes the members

¹ Due to the large number of Debtors in these jointly-administered cases, a complete list of the Debtors is not provided herein, but is available at <https://cases.primeclerk.com/CEOC>, the website of the Debtors' claims and noticing agent.

of each as applicable. The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to the entry of the Protective Order pursuant to 11 U.S.C. §107(b), Federal Rule of Bankruptcy Procedure ("Bankruptcy Rule") 9018, and Federal Rule of Civil Procedure 26(c), and, with respect to any existing or future contested matter, pursuant to Bankruptcy Rules 7026 and 9014.

IT IS HEREBY AGREED AND ORDERED that the following terms will govern any discovery conducted in this bankruptcy case by the parties and any other party who agrees to be bound by this Order:

1. Scope. This Protective Order applies to any information, document or thing that has been or will be produced in discovery or otherwise (the "Discovery Materials") in the above-captioned cases or any adversary proceedings related to the above-captioned cases (collectively, the "Proceedings"). Discovery Materials also include, without limitation, deposition testimony and exhibits; answers to interrogatories and requests for admission; documents and things produced in discovery or voluntarily or pursuant to any other type of request; and documents and things provided pursuant to subpoena in connection with the Proceedings. Discovery Materials also include all information, filings, documents, and things derived from, based on or incorporating any of the foregoing material.

2. This Protective Order governs the production or provision of Discovery Materials and does not affect, amend or modify any existing confidentiality agreements, intercreditor agreements, or protective orders applicable to the Parties, and nothing in this Protective Order constitutes a waiver of any rights under such agreements or orders.

3. Discovery Materials, or information derived therefrom, will be used solely in connection with the Proceedings, and will not be used in any other proceeding or for any other

purpose, unless the Discovery Materials fall within the provisions of subparagraphs 6(a) to (d) below; provided, however, that nothing herein will preclude or otherwise prevent any person who receives and/or reviews Discovery Materials from participating in any other proceeding.

4. Designation of Discovery Materials as Confidential. Any Party or non-Party providing Discovery Materials (the "Designating Party") may designate as "Confidential" that portion of any Discovery Materials produced or disclosed in the Proceedings (whether or not the Designating Party is the Party or non-Party that produced or disclosed those Discovery Materials) that the Designating Party in good faith believes meets the criteria in paragraph 5 below.

5. A Designating Party only may designate as "Confidential" any Discovery Materials, or any portion thereof, that are proprietary or commercially sensitive, contain private personal information, contain non-public financial information, or are subject to protection under applicable law or regulation ("Confidential Information"). Confidential Information includes, but is not limited to, the following types of information:

- (a) non-public information that is of a personal nature;
- (b) non-public information that is of a research, technical, financial, or commercial nature, the disclosure of which may, in the reasonable judgment of the Designating Party, result in potential harm;
- (c) non-public information that constitutes confidential research or business development, confidential technical information and data, or trade secrets that the party has maintained as confidential;
- (d) non-public information relating to finances, employee compensation, or taxes concerning one or more of the Parties, its affiliates, employees, or clients; and;

(e) information that a Party is required by contract, law or regulation to protect from disclosure.

6. Confidential Information does not include:

(a) information that is at any time independently developed by the Receiving Party (as defined in paragraph 9 below) without use of or reliance upon any Discovery Materials;

(b) information that was, prior to its disclosure in these Proceedings, rightfully in the possession of the Receiving Party and not otherwise subject to a duty of confidentiality;

(c) information that is publicly available in substantially the same form in which it was provided by the Party producing or disclosing the information; and

(d) information that was, is, or becomes available to the public, other than in violation of this Protective Order.

7. The designation of a document as Confidential Information, Advisors' Eyes Only (as defined in paragraph 10, *infra*), or Privileged Discovery Material (as defined in paragraph 11, *infra*) is a certification by an attorney or a party appearing pro se that the document contains Confidential Information or Privileged Discovery Material as defined in this order.²

² An attorney who reviews the documents and designates them as CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER, as defined in paragraph 8, ADVISORS' EYES ONLY - SUBJECT TO PROTECTIVE ORDER, as defined in paragraph 10, or as PRIVILEGED - EXAMINER'S EYES ONLY - SUBJECT TO PROTECTIVE ORDER," as defined in paragraph 11, must be admitted to the Bar of at least one state but need not be admitted to practice in the Northern District of Illinois unless the lawyer is generally appearing in the case on behalf of a party. By designating documents as containing Confidential Information or Privileged Discovery Material pursuant to this Order, counsel submits to the jurisdiction and sanctions of this Court on the subject matter of the designation.

8. The Designating Party will designate Discovery Materials as Confidential by applying the legend "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" to the Discovery Materials and on all copies thereof in a manner that will not interfere with the legibility of the document. As used in this Protective Order, "copies" includes electronic images, duplicates, extracts, summaries or descriptions that contain Confidential Information. In the case of data stored in electronic form, the legend will be printed on the cover or container of the disk, tape or other medium in which the electronic data is produced. Documents produced in native format may be designated as Confidential by including the term "CONFID - SUBJECT TO PO" (or similar term) in the file name. The marking "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" shall be applied prior to or at the time the documents are produced or disclosed. Applying the marking "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Protective Order. Any copies that are made of any documents marked "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" shall also be so marked, except that indices, electronic databases or lists of documents that do not contain substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Confidential Information are not required to be marked. Where the Designating Party was not the Party that produced or disclosed the Discovery Materials, the Designating Party will designate Discovery Materials as Confidential by written notice to all other Parties.

9. Non-Disclosure of Confidential Information. Confidential Information will be maintained in confidence and will not be shared by any Party that receives the Confidential Information (the "Receiving Party") with any person other than:

(a) the Receiving Party's counsel (including in-house and local counsel) participating in the Proceedings and their legal, clerical, or support staff, including temporary or contract staff, as well as their professional vendors, such as discovery vendors, to whom disclosure is necessary for the Proceedings;

(b) the Receiving Party's present (at the time this Order is entered) or future officers, directors, trustees, partners, managers, members or employees, as necessary (as determined in the reasonable discretion of the Receiving Party) in connection with the Proceedings;

(c) other Parties to this Protective Order (at which time, such Party will be considered a Receiving Party);

(d) expert witnesses or consultants who are employed or retained by the Receiving Party or its counsel in connection with the Proceedings, provided that counsel, in good faith, requires their assistance, and further provided that any report created by such expert or consultant disclosing or incorporating Confidential Information in whole or in part will be designated as Confidential Information by the Party responsible for its creation;

(e) any person indicated on the face of the document to be the author or prior recipient of the Confidential Information;

(f) deponents, witnesses, and prospective witnesses in the Proceedings, where such disclosure is reasonably necessary (as determined in the reasonable discretion of the Receiving Party) for the purposes of trial preparation, factual investigation, or discovery;

(g) the United States Bankruptcy Court for the Northern District of Illinois (the "Court") and its personnel, subject to paragraph 18 below;

(h) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for purposes of the Proceedings; and

(i) any other person, with the express written authorization of the Designating Party, or upon order of the Court.

10. Advisors' Eyes Only. Notwithstanding the other provisions of this Protective Order, including paragraph 9, a Designating Party may designate certain Confidential Information as "ADVISORS' EYES ONLY - SUBJECT TO PROTECTIVE ORDER." Confidential Information designated as "Advisors' Eyes Only" may only be disclosed to and viewed by a Receiving Party's counsel participating in the Proceedings (and their legal, clerical, or support staff, including temporary or contract staff, as well as their professional vendors, such as discovery vendors, to whom disclosure is necessary for the Proceedings), the Receiving Party's other outside advisors that have executed Exhibit A, another Party's counsel participating in the Proceedings (and their legal, clerical, or support staff, including temporary or contract staff, as well as their professional vendors, such as discovery vendors, to whom disclosure is necessary for the Proceedings) (at which point, such Party will become a Receiving Party), and the individuals identified in paragraphs 9(d), (f) (but excluding potential witnesses), and (g)-(i) and subject to paragraph 18. Such Confidential Information may not otherwise be disclosed. "Advisors' Eyes Only" means that subset of Confidential Information, as defined in paragraph 5 above, that would not normally be disclosed to the Parties or to the public at large, that would be maintained in confidence, and that the Designating Party in good faith believes is so personally, economically, or competitively sensitive that disclosure to the category of persons identified in paragraph 9 above would risk substantial injury to the Designating Party's personal, business, commercial or financial interests. Such Confidential Information includes, but is not limited to,

trade secrets or other highly sensitive competitive personal, financial, commercial or proprietary research and development information. The provisions of paragraphs 6(a) to (d) and 8 above are hereby incorporated by reference and will apply to such Advisors' Eyes Only Information produced in the Proceedings, except that the marking will state: "ADVISORS' EYES ONLY - SUBJECT TO PROTECTIVE ORDER" and documents produced in native format may be designated as Advisors' Eyes Only by including the term "ADV_EYES_ONLY - SUBJECT TO PO" (or similar term) in the file name.

11. Privileged Discovery Material. Notwithstanding the other provisions of this Protective Order, including paragraphs 9 and 10, a Designating Party (including the Debtors) may designate certain Discovery Material produced to the Examiner as "PRIVILEGED – EXAMINER'S EYES ONLY - SUBJECT TO PROTECTIVE ORDER" if the Discovery Material contains material that the Designating Party reasonably believes in good faith to be covered by the attorney-client privilege, work product doctrine, or any other applicable privilege, protection or immunity from disclosure ("Privileged Discovery Material"). Discovery Material designated as "Privileged – Examiner's Eyes Only" will be disclosed only to the Examiner and the persons specified in paragraphs 9(a), (d), (e), (f) (but only to the extent such deponents, witnesses and prospective witnesses are employed by the Designating Party or its counsel and advisors), (g) and (h) who are employed, retained or identified by the Examiner, or to whom disclosure has been authorized by the Designating Party or the Court pursuant to paragraph 9(i). Any Discovery Material designated as Privileged – Examiner's Eyes Only will not be deposited in the Document Depository to be established pursuant to the Order (I) Approving Protocol and Procedures Governing Examiner Discovery, (II) Approving Establishment of Document Depository, and (III) Granting Related Relief ("Examiner Discovery Protocol") or otherwise

shared with the Initial Depository Access Parties or Depository Designees (as those terms are defined in the Examiner Discovery Protocol) or disclosed in any manner in these Chapter 11 Cases or otherwise unless so ordered by the Court or agreed in writing by the Designating Party.

12. The Designating Party will designate Discovery Material as “Privileged – Examiner’s Eyes Only” by applying the legend “PRIVILEGED – EXAMINER’S EYES ONLY - SUBJECT TO PROTECTIVE ORDER” to the Privileged Discovery Material. In the case of data stored in electronic form, the legend will be printed on the cover or container of the disk, tape or other medium in which the electronic data is produced and/or by including the term “PRIV_EXMR_EYES_ONLY - SUBJECT TO PO” (or similar term) in the file name. When producing a multi-page document (including a pleading), all of which a Designating Party contends is Privileged Discovery Material, a Party may designate the entire document by designating it as “PRIVILEGED – EXAMINER’S EYES ONLY - SUBJECT TO PROTECTIVE ORDER” (or similar legend) on the cover page.

13. Disclosure of Privileged Discovery Material to the Examiner, his Advisors³ or any of the individuals set forth in paragraph 11 above will not waive any applicable privilege, protection or immunity from disclosure in the Proceedings or any other action or proceeding.

14. Nothing herein will preclude any party in interest from challenging at any time the designation of any Discovery Material as Privileged Discovery Material or from claiming that any privilege, work product doctrine or other immunity applicable to Privileged Discovery Material has been waived in any manner other than through its production to the Examiner and his Advisors.

³ The Examiner’s Advisors refers to the Examiner’s counsel, consultants, accountants, experts, auditors, examiners, financial advisors, appraisers or other agents or professionals in connection with the Examiner’s investigation in the Chapter 11 Cases (the “Investigation”).

15. Other Information and Testimony. Anyone who ^{wishes to} attends a deposition or transcribed interview ^{must} will become a party to this Protective Order prior to the deposition or interview. Any Party will have the right to designate on the record, or within ten (10) business days following receipt of the final transcript of the deposition or interview, any portion of the transcript as Confidential Information, Advisors' Eyes Only Information and/or Privileged – Examiner's Eyes Only Information, subject to the guidelines established in paragraphs 5, 10 and 11 above. Transcripts of testimony or portions thereof so designated during the deposition or interview may, at the option of any Party, be appropriately marked and bound separately.

16. Examiner's Use of Designated Discovery Material. Notwithstanding any other provision in this Protective Order, prior to the publication or filing of any report, the Examiner will give notice to Designating Parties of his intent to disclose in the Examiner's report information that has been designated as Confidential, Advisors' Eyes Only or Privileged – Examiner's Eyes Only. Should the Designating Party object to such disclosure, and the Examiner disagrees with the Designating Party's designation of such Discovery Material, counsel for the Designating Party and the Examiner will meet and confer in good faith to resolve the issue no later than five (5) business days following the date the disagreement arose. Absent a consensual resolution, the Examiner will submit a motion to the Court not to exceed five (5) pages in length describing the dispute and seeking resolution of the matter. Each such motion must be accompanied by a competent declaration that affirms that the Examiner has complied with the meet and confer requirements of this procedure. Notice of such motion shall not be governed by the Case Management Procedures Order entered in these Chapter 11 Cases; instead, the notice requirements for motions pursuant to Local Bankruptcy Rule 9013-1 shall apply. Such motions may be noticed for hearing on any day the Court ordinarily hears motions in

Chapter 11 cases. Any response filed by the Designating Party will not exceed five (5) pages in length. The material in question will be treated as it was initially designated by the Designating Party pending resolution of the motion. The Designating Party will bear the burden of establishing that any Discovery Material is entitled to the designation assigned by the Designating Party.

17. Non-Disclosure Declaration. Counsel for a Receiving Party, including the Examiner, will provide a copy of this Protective Order to a representative of any professional firm or individual who is (a) retained in connection with the Proceedings and (b) otherwise entitled to receive Confidential Information, Advisors' Eyes Only Information and/or Examiner's Eyes Only Information pursuant to the terms of this Protective Order (the "Permitted Recipient"), and the Permitted Recipient must execute a Non-Disclosure Declaration in the form annexed as Exhibit A hereto prior to receiving any Confidential Information.

18. Filing of Confidential Information. This Protective Order does not, by itself, authorize the filing of any document under seal. Any Party seeking to file a document designated as Confidential Information, Advisors' Eyes Only Information or Privileged – Examiner's Eyes Only in connection with a motion, brief or other submission to the Court must comply with Local Bankruptcy Rule 5005-4, provided, however, that if a Party seeks a Restricting Order (as defined in Local Bankruptcy Rule 5005-4(A)(4)) on notice to the Producing Party with respect to any document proposed to be submitted as a Sealed Document (as defined in Local Bankruptcy Rule 5005-4(A)(3)) or filed as a Redacted Document (as defined in Local Bankruptcy Rule 5005-4(A)(2)), and the Court denies the request for a Restricting Order other than on procedural grounds, then in such case, and notwithstanding any provision in this Protective Order to the contrary, the Party that sought the Restricting Order with respect to

any document will be authorized to file such document on the public docket. For the avoidance of doubt, any requests for a Restricting Order must satisfy the requirements of any applicable law, including, but not limited to, 11 U.S.C. § 107(b).

19. Disclosure in Court Proceedings. Nothing in this Protective Order will be construed to affect the use of any Discovery Material at any trial or hearing. A Party that intends to present or that anticipates that another Party may present Confidential Information or Advisors' Eyes Only Information at a hearing or trial will either (a) obtain the advance written consent to such use from the Designating Party (through the Designating Party's counsel), or (b) bring that issue to the Court's and Parties' attention by motion or in a pretrial memorandum without disclosing the Confidential Information or Advisors' Eyes Only Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at any hearing or trial, provided, however, that if the Court denies any request to close any hearing or trial to the public, the Party seeking to disclose the Confidential Information or Advisors' Eyes Only Information will be authorized to do so, notwithstanding any provision in this Protective Order to the contrary.

20. Disclosure Required by Law. In the event that a Receiving Party or a Permitted Recipient is required, by interrogatories, document requests, subpoena, civil investigative demand, demand from a regulatory body, or similar legal process or applicable law or regulation, to disclose any Confidential Information or Advisors' Eyes Only Information, the Receiving Party or Permitted Recipient, if so entitled given the nature of the legal process, demand, or request at issue, will provide the Designating Party with prompt notice of such event, which notice must include a copy of the subpoena, process, or court order, so that the Designating Party may seek a protective order or other appropriate remedy or waive compliance with the applicable

provisions of this Protective Order. The Receiving Party or Permitted Recipient must also inform the party who caused the subpoena, process, or order to issue in the other proceeding that some or all of the material covered by the subpoena, process, or order is subject to this Protective Order and provide such party with a copy of this Protective Order. In the event that the Designating Party or another Party determines to seek such protective order or other remedy, the Receiving Party or Permitted Recipient will reasonably cooperate with the Party seeking the protective order or other remedy, provided that the terms of the relief sought by the applying Party will not narrow the scope of this Protective Order. In the event such protective order or other remedy is not obtained and disclosure of Confidential Information or Advisors' Eyes Only Information is required under law, or all of the Parties grant a waiver hereunder, the Receiving Party or Permitted Recipient (i) may, without liability hereunder, furnish the Confidential Information or Advisors' Eyes Only Information that the Receiving Party or Permitted Recipient is legally required to disclose, and (ii) will exercise its commercially reasonable efforts to have confidential treatment accorded to the Confidential Information and Advisors' Eyes Only Information so furnished. Nothing herein will be construed as requiring the Receiving Party or anyone else covered by this Order to challenge or appeal any order directing production of Confidential Information or Advisors' Eyes Only Information covered by this Protective Order, or to subject himself or itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court.

21. No Waiver. The inadvertent failure to designate any Discovery Materials as Confidential or Advisors' Eyes Only does not constitute a waiver of such claim. If at any time any Party determines or realizes that certain testimony or some portion of Discovery Materials that was previously produced should be designated as Confidential Information or Advisors'

Eyes Only Information, that Party may notify all of the other Parties in writing, and such designated testimony or portion of Discovery Materials will thereafter be treated as Confidential Information or Advisors' Eyes Only Information under the terms of this Protective Order, provided that the Party designating the Confidential Information or Advisors' Eyes Only Information will, at its cost, provide the other Parties with substitute copies, bearing the appropriate legend, of any such Discovery Materials. If such information has been disclosed by a Receiving Party between the time of production or receipt and the time at which a Party gives notice that the Discovery Materials are to be designated as Confidential Information or Advisors' Eyes Only Information, such disclosure does not constitute a violation of this Protective Order.

22. Disputes over Designation of Discovery Materials. In the event that any Party objects to any designation of testimony or Discovery Materials as Confidential Information or Advisors' Eyes Only Information (the "Objecting Party"), the Objecting Party will notify the other Parties in writing, which may be by e-mail, identifying with specificity (i.e., by document control numbers, deposition transcript page and line reference, or other means sufficient to locate such materials) each document bearing a disputed Confidential Information or Advisors' Eyes Only Information designation. The Objecting Party and the Designating Party are to meet and confer in an attempt to resolve the dispute no later than five (5) business days after the Objecting Party provides such notice, during which time the Designating Party will provide the Objecting Party with the basis for its designation. If the dispute is not resolved by the meet and confer, the Objecting Party will file with the Court a motion not to exceed five (5) pages in length describing the dispute and seeking resolution of the matter. Each such motion must be accompanied by a competent declaration that affirms that the Objecting Party has complied with the meet and confer requirements of this procedure. Notice of such motion shall not be be

governed by the Case Management Procedures Order entered in these Chapter 11 Cases; instead, the notice requirements for motions pursuant to Local Bankruptcy Rule 9013-1 shall apply. Such motions may be noticed for hearing on any day the court ordinarily hears motions in Chapter 11 cases. Any response filed by the Designating Party will not exceed five (5) pages in length. In connection with any such application for a ruling on the disputed designation, the burden will be on the Designating Party to establish the grounds for the claimed confidentiality. No Confidential Information or Advisors' Eyes Only Information will be filed in the public record prior to such a determination by the Court.

23. Inadvertent Production. In the event that any Party inadvertently produces any material that it determines is privileged or otherwise immune from discovery, in whole or in part, pursuant to the attorney-client privilege, work product doctrine, or any other applicable privilege or protection from disclosure (the "Inadvertently Producing Party"), such materials ("Protected Information") may be retrieved by the Inadvertently Producing Party by giving written notice to the other Parties receiving such Protected Information. Inadvertent production of Protected Information will not be deemed a waiver of, or estoppel as to, any claim asserted by the Inadvertently Producing Party that the materials in question constitute Protected Information. Upon receipt of written notice that an Inadvertently Producing Party intends to retrieve Protected Information, the other Parties or any other persons who have received a copy of the Protected Information will promptly return all copies of such Protected Information to the Inadvertently Producing Party, or will promptly destroy all copies of such Protected Information and certify such destruction to the Inadvertently Producing Party (or, in the case of electronic material (whether or not originally produced that way), promptly delete the Protected Information. The terms of this paragraph will not be deemed a waiver of the other Parties' right to challenge the

Inadvertently Producing Party's designation of materials as Protected Information (provided, however, that any such challenge to the designation may be made only following the return or destruction of such identified documents to the Inadvertently Producing Party). The Parties will not use any inadvertently produced Protected Information, or information gleaned exclusively from any inadvertently produced Protected Information, in connection with the Proceedings or any other actions. Pursuant to the agreement of the Parties under Fed. R. Evid. 502(e) and by Protective Order of this Court under Fed. R. Evid. 502(d), no inadvertent disclosure, production, or exchange of Discovery Materials in this case will constitute a waiver of any applicable attorney-client privilege, any applicable work product protection or any other privilege in this or any other federal or state proceeding.

24. No Bar to Use of Party's Own Discovery Material. This Protective Order has no effect on, and will not apply to, a producing Party's use or disclosure of its own Discovery Materials for any purposes whatsoever.

25. Binding Effect. The provisions of this Protective Order will, absent written consent of all of the Parties or further order of the Court, continue to be binding throughout the conclusion of the Proceedings and any related litigation, including without limitation any appeals therefrom. Within sixty (60) calendar days after receiving notice of an entry of an order, judgment, or decree finally disposing of the Proceedings and any related litigation, including the exhaustion of all possible appeals and other review, the Parties other than the Examiner will, upon written request by any Designating Party, either (i) return all Confidential Information or Advisors' Eyes Only Information and all copies thereof (including summaries and excerpts and including all such material provided by a Party to any other persons, whether or not in accordance herewith) to counsel for the Party that produced or disclosed such materials, or (ii)

destroy or cause to be destroyed all Confidential Information, and Advisors' Eyes Only Information; provided, however, that any Party hereunder may seek an order from the Court requiring any Receiving Party to comply with either subparagraph 25(i) or 25(ii) at any time following plan confirmation. As to documents that have been received electronically and that cannot be returned, deleted, or destroyed, the recipient must take reasonable measures to ensure that unauthorized persons do not have access to Confidential Information or Advisors' Eyes Only Information present on the recipient's computer, server, or any backup media. Notwithstanding the foregoing, counsel to any Party will be entitled to retain court papers, deposition and court transcripts, and attorney work product that refer to or relate to Confidential Information and Advisors' Eyes Only Information. Additionally, the Parties and Permitted Recipients will be entitled to maintain Confidential Information or Advisors' Eyes Only Information to the extent required by law or regulation (including regulations of a stock exchange or a self-regulatory body), or internal document retention policies; provided, however, that such information will remain subject to the terms of this Protective Order.

26. Effectiveness of Document Depository. Subject to further Court order, the Examiner need not return or destroy any Discovery Materials pursuant to the terms of Paragraph 25 above. However, following the date that is ninety (90) days from the date of the issuance of the Examiner's final report pursuant to Paragraph 5 of the Examiner Order (the "Final Report"), the Examiner may, on fourteen (14) days' notice to the Parties, (i) deactivate and terminate the Document Depository or (ii) transition control of the Document Depository to the Debtors. The Examiner and the Examiner's Advisors will have no continuing duty to maintain or retain or make available to any other person any Discovery Materials produced to the Examiner during the course of his examination.

27. Notice. Notice required or permitted to be given for any purpose under this Protective Order must be delivered to the following Parties in writing by electronic mail and U.S. Mail as follows: (i) the Examiner, by and through his counsel, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166 (Attn: Jill K. Freedman, jfreedman@winston.com); (ii) the Debtors, by and through its counsel, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Jeffrey J. Zeiger; jeffrey.zeiger@kirkland.com); (iii) the Official Committee of Second Priority Noteholders, by and through its counsel, Jones Day, 555 S. Flower St., 50th Floor, Los Angeles, California 90071 (Attn: Joshua M. Mester; jmester@jonesday.com) (iv) the Statutory Committee of Unsecured Claimholders, by and through its counsel, Proskauer Rose, Eleven Times Square, New York, NY 10036 (Attn: Philip Abelson; pabelson@proskauer.com), (v) the Ad Hoc Bank Group, by and through its counsel, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 (Attn: Kenneth Pasquale; kpasquale@stroock.com); (vi) the First Lien Notes Committee, by and through its counsel, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Daniel M. Eggermann; deggermann@kramerlevin.com); (vii) the First Lien Notes Trustee, by and through its counsel Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022 (Attn: David A. Crichlow; david.crichlow@kattenlaw.com); (viii) Caesars Entertainment Corporation, by and through its counsel Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Jonathan Hurwitz; jhurwitz@paulweiss.com; Christopher L. Filburn; cfilburn@paulweiss.com); (ix) TPG Global, LLC, by and through its counsel Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, NY 10019 (Attn: Joshua Greenblatt; jgreenblatt@kasowitz.com; David Rosner; drosner@kasowitz.com); (x) Apollo Global Management, LLC, by and through its counsel Akin,

Gump, Strauss, Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: David Zensky; dzensky@akingump.com; Abid Qureshi; aqureshi@akingump.com; and (xi) the Ad Hoc Committee of 12.75% Second Lien Bonds, by and through its counsel Mintz Levin Cohn Ferris Glovsky and Popeo PC, Chrysler Center, 666 Third Avenue, New York, NY 10017 (Attn: John H. Bae; jhbae@mintz.com). These designations can be changed by providing notice to the Parties in writing by electronic mail and U.S. Mail in accordance with this paragraph.

28. Additional Parties. Additional parties may be added to this Protective Order in the future in the following manner: Any additional party that has executed and delivered to all existing Parties a complete and executed Acknowledgment in the form attached hereto as Exhibit B will become subject to all of the provisions of this Protective Order and any resulting Protective Order as if the additional party were an original Party.

29. Information Blocking Procedures Order. Nothing in this Order will relieve any member of the Noteholder Committee of its obligations, if any, under the *Order Approving Specified Information Blocking Procedures And Permitting Trading Of The Caesars' Securities Upon Establishment Of A Screening Wall* (ECF No. 583).

30. Continuing Jurisdiction. This Protective Order shall be subject to modification by the Court on its own initiative or on motion of a party or any other person with standing concerning the subject matter. The Court retains exclusive jurisdiction to enforce, modify, or vacate all or any portion of this Protective Order upon appropriate motion by a party in interest. Nothing herein will preclude any party from seeking to amend or modify the terms of this Protective Order upon appropriate motion and order of the Court.


31. No Prior Judicial Determination. This Protective Order is entered based on the representations and agreements of the Parties and for the purpose of facilitating discovery. Nothing herein will be construed or presented as a judicial determination that any document or material designated Confidential Information by counsel or the Parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure, Rule 9018 of the Federal Rules of Bankruptcy Procedure, or otherwise until such time as the Court may rule on a specific document or issue.

32. Challenges by Members of the Public to Sealing Orders. A party or interested member of the public has a right to challenge the sealing of particular documents that have been filed under seal, and the party asserting confidentiality will have the burden of demonstrating the propriety of filing under seal.

33. Advice of Counsel. Nothing herein will prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Proceedings and, in the course thereof, relying on examination of Discovery Materials.

34. Comenity Documents. Notwithstanding anything to the contrary herein or in the Order (I) Approving Protocol and Procedures Governing Examiner Discovery, (II) Approving Establishment of a Document Depository, and (III) Granting Related Relief, the production of any agreement between the Debtors and Comenity Bank ("Comenity") and/or any related documents or correspondence (collectively, the "Comenity Documents") is subject to the following procedure: (i) Within five business days of any discovery request requiring the production of any Comenity Documents, CEOC shall provide Comenity and its counsel with written notice of such request and a copy thereof; (ii) All Comenity Documents produced by CEOC shall be designated as "Advisors' Eyes Only"; (iii) CEOC (after consultation with Comenity) will redact from any production all information identified by Comenity as Comenity's trade secrets and/or other confidential research, development, commercial, competitive, personal, financial, or proprietary information, including but not limited to pricing information and related matters. Only redacted documents may be placed in the Document Depository; however, an unredacted copy of such documents will be provided to the Examiner as Privileged - Examiner's Eyes Only and will not be placed in the Document Depository; (iv) If any party seeks to review the redacted portions of the Comenity Documents without Comenity's permission, that party will file a motion to request access, setting forth the need to review Comenity's redacted information. Comenity will be given notice and the opportunity to object to such request. Prior to the filing of any such motion, Comenity and the party seeking access to the redacted information will make a good faith effort to reach an agreement with respect to the requested disclosure; and (v) All of Comenity's rights under any agreement and/or applicable law are preserved.

Dated: May 18, 2015


The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge

Accepted and agreed:

THE DEBTORS

By: /s/ Jeffrey J. Zeiger
Name: Jeffrey J. Zeiger
KIRKLAND & ELLIS LLP

Date: May 17, 2015

**OFFICIAL COMMITTEE OF
SECOND PRIORITY NOTEHOLDERS**

By: /s/ Joshua M. Mester
Name: Joshua M. Mester
JONES DAY

Date: May 17, 2015

**STATUTORY COMMITTEE OF
UNSECURED CLAIMHOLDERS**

By: /s/ Scott A. Eggers
Name: Scott A. Eggers
PROSKAUER ROSE LLP

Date: May 17, 2015

THE EXAMINER

By: /s/ Richard W. Reinthaler
Name: Richard W. Reinthaler
WINSTON & STRAWN LLP

Date: May 17, 2015

**AD HOC GROUP OF
FIRST LIEN BANK LENDERS**

By: /s/ Kenneth Pasquale
Name: Kenneth Pasquale
STROOCK & STROOCK & LAVAN LLP

Date: May 17, 2015

**AD HOC COMMITTEE OF
FIRST LIEN NOTEHOLDERS**

By: /s/ Kenneth Eckstein
Name: Kenneth Eckstein
KRAMER LEVIN NAFTALIS & FRANKEL LLP

Date: May 17, 2015

**UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS
SUCCESSOR INDENTURE TRUSTEE**

By: /s/ David A. Crichlow
Name: David A. Crichlow
KATTEN MUCHIN ROSENMAN LLP

Date: May 17, 2015

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Jonathan H. Hurwitz
Name: Jonathan H. Hurwitz
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

Date: May 17, 2015

TPG GLOBAL, LLC

By: /s/ Joshua Greenblatt
Name: Joshua Greenblatt
KASOWITZ, BENSON, TORRES AND FRIEDMAN

Date: May 17, 2015

APOLLO GLOBAL MANAGEMENT, LLC

By: /s/ David M. Zensky
Name: David M. Zensky
AKIN GUMP STRAUSS HAUER & FELD LLP

Date: May 17, 2015

AD HOC COMMITTEE OF 12.75% SECOND LIEN BONDS

By: /s/ John H. Bae
Name: John H. Bae
MINTZ LEVIN COHN FERRIS BLOVSKY AND POPEO PC

Date: May 17, 2015

EXHIBIT A

NON-DISCLOSURE DECLARATION

I, _____, declare under penalty of perjury, the following:

I reside at in the City/ County of _____ and State of _____;

I have read the annexed Protective Order, dated _____, 2015, in the above-captioned matter.

I am fully familiar with and agree to comply with and be bound by the provisions of that Protective Order and consent to the jurisdiction of the United States Bankruptcy Court for the Northern District of Illinois.

I will not divulge to persons other than those specifically authorized by the Protective Order, and will not copy or use, except solely for the purpose of this proceeding, any information designated as Confidential, Advisors' Eyes Only or Privileged – Examiner's Eyes Only.¹

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: _____

¹ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Protective Order.

EXHIBIT B

ACKNOWLEDGMENT

The undersigned hereby acknowledges and agrees to the following terms and conditions:

I have read the annexed Protective Order, dated _____, 2015, in the above-captioned matter.

I am fully familiar with and agree to comply with and be bound by the provisions of that Protective Order and consent to the jurisdiction of the United States Bankruptcy Court for the Northern District of Illinois.

I will not divulge to persons other than those specifically authorized by the Protective Order, and will not copy or use, except solely for the purpose of this proceeding, any information designated as Confidential, Advisors' Eyes Only or Privileged -- Examiner's Eyes Only.¹

Dated: _____

Notice must be delivered to the parties set forth in Paragraph 27 of the Agreed Protective Order.

¹ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Protective Order.

EXHIBIT 2

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TPOV ENTERPRISES 16, LLC,

Plaintiff,

vs.

PARIS LAS VEGAS OPERATING COMPANY,
LLC,

Defendant.

2:17-cv-00346-JCM-VCF

**ORDER REGARDING THE STIPULATED
CONFIDENTIALITY AGREEMENT AND
PROTECTIVE ORDER**

Before the Court is the Joint Status Report Concerning a Stipulated Protective Order (ECF No. 28), which the Court has modified and approves as follows:

Plaintiff TPOV Enterprises 16, LLC ("TPOV 16"), by and through its undersigned counsel of record, and Paris Las Vegas Operating Company, LLC ("Paris"), by and through its undersigned counsel of record, hereby enter into this Stipulated Confidentiality Agreement and Protective Order pursuant to Fed. R. Civ. P. 26(c) and Fed. R. Civ. P. 29. TPOV 16 and Paris are collectively referred to as the "Parties" in this Stipulation and individually as "Party." Whereas, the Parties desire to produce certain documents or other material which may contain proprietary and/or confidential information, it is hereby stipulated and agreed, by and between the Parties hereto, through their respective counsel of record, that:

1. Applicability of this Protective Order: Subject to Section 2 below, this Protective Order does not and will not govern any trial proceedings in this action but will otherwise be applicable to and govern the handling of documents, depositions, deposition exhibits, interrogatory responses, responses to requests for admissions, responses to requests for production of documents, and all other discovery obtained

1 pursuant to Federal Rules of Civil Procedure or other legal process by or from, or produced on behalf of,
2 a party or witness in connection with this action. Such information hereinafter shall be referred to as
3 "Discovery Material." Additionally, as used herein, "Producing Party" or "Disclosing Party" shall refer to
4 the parties and nonparties that give testimony or produce documents or other information in connection
5 with this action; "Receiving Party" shall refer to the parties in this action that receive such information,
6 and "Authorized Recipient" shall refer to any person or entity authorized by Sections 12 and 13 of this
7 Protective Order to obtain access to Confidential Information, Highly Confidential Information, or the
8 contents of such Discovery Material.

9 **2. No Waiver.** This Protective Order is entered solely for the purpose of facilitating the exchange
10 of documents and information among the parties to this action without involving the Court unnecessarily
11 in the process. Nothing in this Protective Order, nor the production of any information or document under
12 the terms of this Protective Order, nor any proceedings pursuant to this Protective Order shall be deemed
13 to be a waiver of any rights or objections to challenge the authenticity or admissibility of any document,
14 testimony, or other evidence at trial. Additionally, this Protective Order will not prejudice the right of any
15 party or nonparty to oppose production of any information on the ground of attorney-client privilege, work
16 product doctrine, or any other privilege or protection provided under the law.

17 **3. Designation of Information:** Any Producing Party may designate Discovery Material that is in
18 its possession, custody, or control produced to a Receiving Party as "Confidential" or "Highly
19 Confidential" under the terms of this Protective Order if the Producing Party in good faith reasonably
20 believes that such Discovery Material contains nonpublic, confidential information as defined in Sections
21 5 and 6 below.

22 **4. Exercise of Restraint and Care in Designating Material for Protection:** Each Producing
23 Party that designates information or items for protection under this Protective Order must take care to
24 limit any such designation to specific material that qualifies under the appropriate standards.
25 Indiscriminate designations are prohibited.

1 **5. Confidential Information:** For purposes of this Protective Order, "Confidential Information"
2 means all information and information that constitutes, reflects, or discloses nonpublic information, trade
3 secrets, know-how, or other financial, proprietary, commercially sensitive, confidential business,
4 marketing, regulatory, or strategic information (regarding business plans or strategies, technical data, and
5 nonpublic designs), the disclosure of which the Producing Party believes in good faith might reasonably
6 result in economic or competitive, or business injury to the Producing Party (or its affiliates, personnel, or
7 clients) and which is not publicly known and cannot be ascertained from an inspection of publicly
8 available sources, documents, material, or devices. "Confidential Information" shall also include sensitive
9 personal information that is not otherwise publicly available, such as home addresses; social security
10 numbers; dates of birth; employment personnel files; medical information; home telephone
11 records/numbers; employee disciplinary records; court documents sealed by another court or designated
12 Confidential by agreement of the parties in another matter; wage statements or earnings statements;
13 employee benefits data; tax records; and other similar personal financial information. A party may also
14 designate as "CONFIDENTIAL" compilations of publicly available discovery materials, which would not
15 be known publicly in a compiled form and the disclosure of which the Producing Party believes in good
16 faith might reasonably result in economic or competitive, or business injury to the Producing Party.

17 **6. Highly Confidential Information:** For purposes of this Protective Order, "Highly Confidential
18 Information" is any Protected Data and/or Confidential Information as defined in Section 5 above that also
19 includes (a) extremely sensitive, highly confidential, nonpublic information, consisting either of trade
20 secrets or proprietary or other highly confidential business, financial, regulatory, private, or strategic
21 information (including information regarding business plans, technical data, and nonpublic designs), the
22 disclosure of which would create a substantial risk of competitive, business, or personal injury to the
23 Producing Party, and/or (b) nonpublic documents or information reflecting the substance of conduct or
24 communications that are the subject of state, federal, or foreign government investigations. Certain
25 Protected Data may compel alternative or additional protections beyond those afforded Highly

1 Confidential Information, in which event the parties shall meet and confer in good faith, and, if
2 unsuccessful, the party seeking any greater protection shall move the Court for appropriate relief. A party
3 may re-designate material originally "CONFIDENTIAL" as "HIGHLY CONFIDENTIAL" by giving
4 notice of such a re-designation to all parties.

5 **7. Designating Confidential Information or Highly Confidential Information.** If any party in
6 this action determines in good faith that any information, documents, things, or responses produced in the
7 course of discovery in this action should be designated as Confidential Information or Highly Confidential
8 Information (the "Designating Party"), it shall advise any party receiving such material of this fact, and
9 all copies of such documents, things, or responses, or portions thereof deemed to be confidential shall be
10 marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (whether produced in hard copy or
11 electronic form) at the expense of the designating party and treated as such by all parties. A Designating
12 Party may inform another party that a document is Confidential or Highly Confidential by providing the
13 Bates number of the document in writing. If Confidential or Highly Confidential Information is produced
14 via an electronic form on a computer readable medium (e.g., CD-ROM), other digital storage medium, or
15 via Internet transmission, the Producing Party or Designating Party shall affix in a prominent place on the
16 storage medium or container file on which the information is stored, and on any container(s) for such
17 medium, the legend "Includes CONFIDENTIAL INFORMATION" or "Includes HIGHLY
18 CONFIDENTIAL INFORMATION." Nothing in this section shall extend confidentiality or the
19 protections associated therewith to any information that does not otherwise constitute "Confidential
20 Information" or "Highly Confidential Information" as defined in Sections 5 and 6 herein.

21 **8. Redaction Allowed:** Any Producing Party may redact from the documents or things it produces
22 matter that the Producing Party claims is subject to the attorney-client privilege, the work product doctrine,
23 a legal prohibition against disclosure, or any other privilege from disclosure. Any Producing Party also
24 may redact information that is both personal and nonresponsive, such as a social security number. A
25 Producing Party may not withhold nonprivileged, responsive information solely on the grounds that such

1 information is contained in a document that includes privileged information. The Producing Party shall
2 mark each redaction with a legend stating "REDACTED," and include an annotation indicating the
3 specific reason for the redaction (e.g., "REDACTED—Work Product"). All documents redacted based on
4 attorney client privilege or work product immunity shall be listed in an appropriate log in conformity with
5 federal law and Federal Rule of Civil Procedure 26(b)(5). Where a document consists of more than one
6 page, the page on which information has been redacted shall so be marked. The Producing Party shall
7 preserve an unredacted version of such document.

8 **9. Use of Confidential Information or Highly Confidential Information.** Except as provided
9 herein, Confidential Information and Highly Confidential Information designated or marked shall be
10 maintained in confidence, used solely for the purposes of this action, to the extent not otherwise prohibited
11 by an order of the Court, shall be disclosed to no one except those persons identified herein in Sections
12 12 and 13, and shall be handled in such manner until such designation is removed by the Designating
13 Party or by order of the Court. Confidential or Highly Confidential information produced by another party
14 shall not be used by any Receiving Party for any commercial, competitive or personal purpose. Nothing
15 in this Protective Order shall govern or restrict a Producing Party's use of its own Confidential or Highly
16 Confidential Information in any way.

17 10. Once the Court enters this Protective Order, a party shall have forty-five (45) calendar days to
18 designate as Confidential or Highly Confidential any documents previously produced in this action, which
19 it can do by stamping "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the document, or
20 informing the other parties of the Bates-numbers of the documents so designated.

21 **11. Use of Confidential Information and Highly Confidential Information in Depositions.**
22 Counsel for any party shall have the right to disclose Confidential or Highly Confidential Information at
23 depositions, provided that such disclosure is consistent with this Protective Order, including Sections 12
24 and 13. Any counsel of record may request that all persons not entitled under Sections 12 or 13 of this
25 Protective Order to have access to Confidential Information or Highly Confidential Information leave the

1 deposition room during the confidential portion of the deposition. Failure of such other persons to comply
2 with a request to leave the deposition shall constitute substantial justification for counsel to advise the
3 witness that the witness need not answer the question where the answer would disclose Confidential
4 Information or Highly Confidential Information. Additionally, at any deposition session, (1) upon inquiry
5 with regard to the content of any discovery material(s) designated or marked as "CONFIDENTIAL" or
6 "HIGHLY CONFIDENTIAL;" (2) whenever counsel for a party deems that the answer to a question may
7 result in the disclosure or revelation of Confidential or Highly Confidential Information; and/or (3)
8 whenever counsel for a party deems that the answer to any question has resulted in the disclosure or
9 revelation of Confidential or Highly Confidential Information, counsel to any party may designate
10 portions of a deposition transcript and/or video of any deposition (or any other testimony) as containing
11 Confidential or Highly Confidential Information in accordance with this Order by a statement on the
12 record during the deposition or by notifying all other parties in writing, within thirty (30) calendar days
13 of receiving the transcript or video that it contains Confidential or Highly Confidential Information and
14 designating the specific pages, lines, and/or counter numbers as containing Confidential or Highly
15 Confidential Information. If a designation is made via a statement on the record during a deposition,
16 counsel must follow up in writing within thirty (30) calendar days of receiving the transcript or video,
17 identifying the specific pages, lines, and/or counter numbers containing the Confidential or Highly
18 Confidential Information. If no confidentiality designations are made within the thirty (30) day period, the
19 entire transcript shall be considered non-confidential. During the thirty (30) day period, the entire
20 transcript and video shall be treated as Highly Confidential Information. All originals and copies of
21 deposition transcripts that contain Confidential Information or Highly Confidential Information shall be
22 prominently marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the cover thereof and, if
23 and when filed with the Court, the portions of such transcript so designated shall be filed under seal.
24 Counsel must designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY
25 CONFIDENTIAL" within thirty (30) calendar days of receiving the transcript. Any DVD or other digital

1 storage medium containing Confidential or Highly Confidential deposition testimony shall be labeled in
2 accordance with the provisions of Section 7.

3 **12. Persons Authorized to Receive Confidential Information.** Confidential Information
4 produced pursuant to this Protective Order may be disclosed or made available only to the Court, its
5 employees, other court personnel, any discovery referee, mediator or other official who may be appointed
6 by the Court, and to the persons below:

7 (a) A party, or officers, directors, employees, and agents of a party deemed necessary by counsel
8 to aid in the prosecution, defense, or settlement of this action;

9 (b) Counsel for a party (including in house attorneys, outside attorneys associated with a law
10 firm(s) of record, and paralegal, clerical, and secretarial staff employed by such counsel);

11 (c) Persons retained by a party to provide litigation support services (photocopying, videotaping,
12 translating, preparing exhibits or demonstrations, organizing, storing, retrieving data in any form or
13 medium, etc.);

14 (d) Consultants or expert witnesses (together with their support staff) retained for the prosecution
15 or defense of this litigation, provided that such an expert or consultant is not a current employee of a direct
16 competitor of a party named in this action;¹

17 (e) Court reporter(s) and videographers(s) employed in this action;

18 (f) Any authors or recipients of the Confidential Information;

19 (g) A witness at any deposition or other proceeding in this action, who shall sign the
20 Confidentiality Agreement attached as "Exhibit A" to this Protective Order before being shown a
21 confidential document; and

22 (h) Any other person as to whom the parties in writing agree or that the Court in these proceedings
23 so designates.

24
25 ¹ A party may seek leave of court to provide information to a consultant
employed by a competitor.