

IN THE SUPREME COURT OF THE STATE OF NEVADA

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*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.*

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

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

**VOLUME 3 OF 8**

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

*Attorneys for Real Parties in Interest*

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

DATED this 5th day of January 2022.

PISANELLI BICE PLLC

By: /s/ Jordan T. Smith

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

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

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

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

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

*Attorneys for Real Parties in Interest*

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 5th day of January 2022, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTIES IN INTEREST'S SUPPLEMENTAL APPENDIX, VOLUME 3 OF 8** properly addressed to the following:

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

*Attorneys for Petitioners*

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

*Attorneys for Gordon Ramsay*

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

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

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

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

*Respondent*

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

1 Any person to whom Confidential Information is disclosed pursuant to subparts (a) through (h)  
2 hereinabove shall be advised that the Confidential Information is being disclosed pursuant to an order of  
3 the Court, that the information may not be disclosed by such person to any person not permitted to have  
4 access to the Confidential Information pursuant to this Protective Order, and that any violation of this  
5 Protective Order may result in the imposition of such sanctions as the Court deems proper. Any person to  
6 whom Confidential Information is disclosed pursuant to subpart (c), (d), (g), or (h) of this section shall  
7 also be required to execute a copy of the form Exhibit A. The persons shall agree in writing to be bound  
8 by the terms of this Protective Order by executing a copy of Exhibit A (which shall be maintained by the  
9 counsel of record for the party seeking to reveal the Confidential Information) in advance of being shown  
10 the Confidential Information. No party (or its counsel) shall discourage any persons from signing a copy  
11 of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking to reveal the Confidential  
12 Information shall seek an order from the Court directing that the person be bound by this Protective Order.  
13 In the event of the filing of such a motion, Confidential Information may not be disclosed to such person  
14 until the Court resolves the issue. Proof of each written agreement provided for under this Section shall  
15 be maintained by each of the parties while this action is pending and disclosed to the other parties upon  
16 good cause shown and upon order of the Court.

17 **13. Persons Authorized to Receive Highly Confidential Information.** "HIGHLY  
18 CONFIDENTIAL" documents and information may be used only in connection with this case and may  
19 be disclosed only to the Court and the persons listed in subsections (b) to (c), (e) and (g) to (h) of Section  
20 12 above, but shall not be disclosed to a party, or an employee of a party, unless otherwise agreed or  
21 ordered. With respect to sub-section (f), the parties will consider disclosure of Highly Confidential  
22 Information to an author or recipient on a case by case basis. Any person to whom Highly Confidential  
23 Information is disclosed pursuant to sub-sections (c), (d), (g) or (h) of Section 12 above shall also be  
24 required to execute a copy of the form Exhibit A.

25

1           **14. Filing of Confidential Information or Highly Confidential Information With Court.** Any  
2 party seeking to file or disclose materials designated as Confidential Information or Highly Confidential  
3 Information with the Court in this Action must seek to file such Confidential or Highly Confidential  
4 Information under seal pursuant to LR IA 10-5 of the U.S. District Court Rules for the District of Nevada  
5 for Sealing Court Records. The Designating Party will have the burden to provide the Court with any  
6 information necessary to support the designation as Confidential or Highly Confidential Information.

7           **15. Notice to Nonparties.** Any party issuing a subpoena to a nonparty shall enclose a copy of this  
8 Protective Order and advise the nonparty that it may designate any Discovery Material it produces  
9 pursuant to the terms of this Protective Order, should the nonparty producing party wish to do so. This  
10 Order shall be binding in favor of nonparty designating parties to the maximum extent permitted by law.  
11 Any nonparty invoking the Protective Order shall comply with, and be subject to, all applicable sections  
12 of the Protective Order.

13           **16. Knowledge of Unauthorized Use or Possession.** If a party receiving Confidential Information  
14 or Highly Confidential Information learns of any possession, knowledge, use or disclosure of any  
15 Confidential Information or Highly Confidential Information in violation of the terms of this Protective  
16 Order, the Receiving Party shall immediately notify in writing the party that produced the Confidential  
17 Information or Highly Confidential Information. The Receiving Party shall promptly furnish the  
18 Producing Party the full details of such possession, knowledge, use or disclosure. With respect to such  
19 unauthorized possession, knowledge, use or disclosure the Receiving Party shall assist the Producing Party  
20 in remedying the disclosure (e.g., by retrieving the Confidential Information from an unauthorized  
21 recipient) and/or preventing its recurrence.

22           **17. Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact duplications of  
23 Confidential Information or Highly Confidential Information shall be marked "CONFIDENTIAL" or  
24 "HIGHLY CONFIDENTIAL" and shall be considered Confidential Information or Highly Confidential  
25 Information subject to the terms and conditions of this Protective Order. Attorney-client communications

1 and attorney work product regarding Confidential Information or Highly Confidential Information shall  
2 not be subject to this section,  
3 regardless of whether they summarize, abstract, paraphrase, or otherwise reflect Confidential Information  
4 or Highly Confidential Information.

5 **18. Information Not Confidential.** The restrictions set forth in this Protective Order shall not be  
6 construed to apply to any information or materials that:

7 (a) Were lawfully in the Receiving Party's possession prior to such information being designated  
8 as Confidential or Highly Confidential Information in this action, and that the Receiving Party is not  
9 otherwise obligated to treat as confidential;

10 (b) Were obtained without any benefit or use of Confidential or Highly Confidential Information  
11 from a third party having the right to disclose such information to the Receiving Party without restriction  
12 or obligation of confidentiality;

13 (c) Were independently developed after the time of disclosure by persons who did not have access  
14 to the Producing Party's Confidential or Highly Confidential Information;

15 (d) Have been or become part of the public domain by publication or otherwise and not due to any  
16 unauthorized act or omission on the part of a Receiving Party; or

17 (e) Under law, have been declared to be in the public domain.

18 **19. Challenges to Designations.** Any party may object to the designation of Confidential  
19 Information or Highly Confidential Information on the ground that such information does not constitute  
20 Confidential Information or Highly Confidential Information by serving written notice upon counsel for  
21 the Producing Party within ninety (90) calendar days of the date the item(s) was designated, specifying  
22 the item(s) in question and the grounds for the objection. The Producing Party shall have thirty (30)  
23 calendar days to respond to the challenge of designation. If a party objects to the designation of any  
24 materials as Confidential or Highly Confidential Information, the party challenging the designation shall  
25 arrange for meet and confer to be held within ten (10) court days of service of the response to the

1 designation challenge by the Producing Party to attempt to informally resolve the dispute. If the parties  
2 cannot resolve the matter, the party making the designation may file a motion with the Court to resolve  
3 the dispute. Such motions must be filed within ten (10) court days of the meet and confer. This Protective  
4 Order will not affect the burden of proof on any such motion, or impose any burdens upon any party that  
5 would not exist had the Protective Order not been entered; as a general matter, the burden shall be on the  
6 person making the designation to establish the propriety of the designation. Any contested information  
7 shall continue to be treated as confidential and subject to this Protective Order until such time as such  
8 motion has been ruled upon.

9 **20. Use in Court.** If any Confidential Information or Highly Confidential Information is used in  
10 any pretrial Court proceeding in this action, it shall not necessarily lose its confidential status through such  
11 use, and the party using such information shall take all reasonable steps consistent with the U.S. District  
12 Court Rules for the District of Nevada governing Sealing Court Records and LR IC 6-1 to maintain its  
13 confidentiality during such use.

14 **21. Reservation of Rights.** The parties each reserve the right to seek or oppose additional or  
15 different protection for particular information, documents, materials, items or things, including but not  
16 limited to, items which they consider to be attorney's eyes only in nature. This Stipulation shall neither  
17 enlarge nor affect the proper scope of discovery in this Action. In addition, this Stipulation shall not limit  
18 or circumscribe in any manner any rights the Parties (or their respective counsel) may have under common  
19 law or pursuant to any state, federal, or foreign statute or regulation, and/or ethical rule.

20 **22. Inadvertent Failure to Designate.** The inadvertent failure to designate information produced  
21 in discovery as Confidential or Highly Confidential shall not be deemed, by itself, to be a waiver of the  
22 right to so designate such discovery materials as Confidential Information or Highly Confidential  
23 Information. Within a reasonable time of learning of any such inadvertent failure, the Producing Party  
24 shall notify all Receiving Parties of such inadvertent failure and take such other steps as necessary to  
25 correct such failure after becoming aware of it. Disclosure of such discovery materials to any other person

1 prior to later designation of the discovery materials in accordance with this section shall not violate the  
2 terms of this Protective Order. However, immediately upon being notified of an inadvertent failure to  
3 designate, all parties shall treat such information as though properly designated, and shall take any actions  
4 necessary to prevent any future unauthorized disclosure, use, or possession.

5 **23. No Waiver of Privilege:** Disclosure (including production) of information after the parties'  
6 entry of this Protective Order that a party or nonparty later claims was inadvertent and should not have  
7 been disclosed because of a privilege, including, but not limited to, the attorney-client privilege or work  
8 product doctrine ("Privileged Information"), shall not constitute a waiver of, or estoppel as to, any claim  
9 of attorney-client privilege, attorney work product, or other ground for withholding production as to which  
10 the Disclosing or Producing Party would be entitled in this action.

11 **24. Effect of disclosure of Privileged Information:** The Receiving Party hereby agrees to  
12 promptly return, sequester, or destroy any Privileged Information disclosed or produced by Disclosing or  
13 Producing Party upon request by Disclosing or Producing Party regardless of whether the Receiving Party  
14 disputes the designation of Privileged Information. The Receiving Party may sequester (rather than return  
15 or destroy) such Privileged Information only if it contends that the information itself is not privileged or  
16 otherwise protected and it challenges the privilege designation, in which case it may only sequester the  
17 information until the claim of privilege or other protection is resolved. If any party disputes the privilege  
18 claim ("Objecting Party"), that Objecting Party shall object in writing by notifying the Producing Party of  
19 the dispute and the basis therefore. The parties thereafter shall meet and confer in good faith regarding the  
20 disputed claim within fourteen (14) business days after service of the written objection. In the event that  
21 the parties do not resolve their dispute, the Objecting Party may bring a motion for a determination of  
22 whether a privilege applies within fourteen (14) business days of the meet and confer session, but may  
23 only contest the asserted privileges on ground other than the inadvertent production of such document(s).  
24 In making such a motion, the Objecting Party shall not disclose the content of the document(s) at issue,  
25 but may refer to the information contained on the privilege log. Nothing herein shall relieve counsel from



1 abiding by applicable ethical rules regarding inadvertent disclosure and discovery of inadvertently  
2 disclosed privileged or otherwise protected material. The failure of any party to provide notice or  
3 instructions under this Paragraph shall not constitute a waiver of, or estoppel as to, any claim of attorney-  
4 client privilege, attorney work product, or other ground for withholding production as to which the  
5 Disclosing or Producing Party would be entitled in this action.

6 **25. Inadvertent Production of Non-Discoverable Documents.** If a Producing Party  
7 inadvertently produces a document that contains no discoverable information, the Producing Party may  
8 request in writing that the Receiving Party return the document, and the Receiving Party will return the  
9 document. A Producing Party may not request the return of a document pursuant to this section if the  
10 document contains any discoverable information. If a Producing Party inadvertently fails to redact  
11 personal information (e.g., a social security number), the Producing Party may provide the Receiving Party  
12 a substitute version of the document that redacts the personal information, and the Receiving Party shall  
13 return the original, unredacted document to the Producing Party.

14 **26. Return of Information.** Within thirty (30) days after the final disposition of this action, all  
15 Confidential Material and/or Highly Confidential Material produced by an opposing party or nonparty  
16 (including, without limitation, any copies, extracts or summaries thereof) as part of discovery in this action  
17 shall be destroyed by the parties to whom the Confidential Material and/or Highly Confidential Material  
18 was produced, and each counsel shall, by declaration delivered to all counsel for the Producing Party,  
19 affirm that all such Confidential Material and/or Highly Confidential Material (including, without  
20 limitation, any copies, extracts or summaries thereof) has been destroyed; provided, however, that each  
21 counsel shall be entitled to retain pleadings, motions and memoranda in support thereof, declarations or  
22 affidavits, deposition transcripts and videotapes, or documents reflecting attorney work product or  
23 consultant or expert work product, even if such material contains or refers to Confidential Material and/or  
24 Highly Confidential Material, but only to the extent necessary to preserve a litigation file with respect to  
25 this action.

1       **27. Attorney's Fees.** Nothing in this Protective Order is intended to either expand or limit a  
2 prevailing party's right under the Federal Rules of Civil Procedure or other applicable state or federal law  
3 to pursue costs and attorney's fees incurred related to confidentiality designations or the abuse of the  
4 process described herein.

5       **28. Injunctive Relief and Sanctions Available for Unauthorized Disclosure or Use of**  
6 **Confidential Information or Highly Confidential Information.** The Parties and/or nonparties shall not  
7 utilize any Confidential Information and/or Highly Confidential Information for their own personal and/or  
8 business advantage or gain, aside from purpose(s) solely related to the instant litigation. The Parties and  
9 nonparties acknowledge and agree that unauthorized use and/or disclosure of Confidential Information  
10 and/or Highly Confidential Information beyond this litigation shall subject the offending party or nonparty  
11 to sanctions contemplated in Fed. R. Civ. P. 37(b)(2)(A), up to and including entry of judgment against  
12 the offending party in circumstances involving willful disobedience with this order. Further, the Parties  
13 and/or nonparties receiving or being given access to Confidential Information and/or Highly Confidential  
14 Information acknowledge that monetary remedies would be inadequate to protect each party in the case  
15 of unauthorized disclosure or use of Confidential Information or Highly Confidential Information that the  
16 Receiving Party only received through discovery in this action and that injunctive relief would be  
17 necessary and appropriate to protect each party's rights in the event there is any such unauthorized  
18 disclosure or use of Confidential Information or Highly Confidential Information. The availability of  
19 injunctive relief to protect against the unauthorized disclosure or use of Confidential Information or  
20 Highly Confidential Information shall not be exclusive.

21       **29. Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in another action,  
22 investigation, or proceeding, (b) is served with a demand in another action, investigation, or proceeding,  
23 or (c) is served with any legal process by one not a party to this Protective Order, seeking materials which  
24 were produced or designated as Confidential of Highly Confidential pursuant to this Protective Order, the  
25 Receiving Party shall give prompt actual written notice by electronic transmission to counsel of record for

1 such Producing Party within five (5) business days of receipt of such subpoena, demand or legal process,  
2 or such shorter notice as may be required to provide other parties with the opportunity to object to the  
3 immediate production of the requested discovery materials to the extent permitted by law. The burden of  
4 opposing enforcement of the subpoena shall fall upon the party or nonparty who produced or  
5 designated the Discovery Material as Confidential or Highly Confidential Information. Unless the party  
6 or nonparty who produced or designated the Confidential or Highly Confidential Information obtains an  
7 order directing that the subpoena not be complied with, and serves such order upon the Receiving Party  
8 prior to production pursuant to the subpoena, the Receiving Party shall be permitted to produce documents  
9 responsive to the subpoena on the subpoena response date. Compliance by the Receiving Party with any  
10 order directing production pursuant to a subpoena of any Confidential or Highly Confidential Information  
11 shall not constitute a violation of this Protective Order. Nothing in this Protective Order shall be construed  
12 as authorizing a party to disobey a lawful subpoena issued in another action.

13 **30. Execution in Counterparts.** This Protective Order may be signed in counterparts, and a fax  
14 or "PDF" signature shall have the same force and effect as an original ink signature.

15 **31. Order Survives Termination.** This Protective Order shall survive the termination of this  
16 action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of information  
17 disclosed hereunder.

18 DATED this 8th day of June, 2017.

19 

20 CAM FERENBACH  
21 UNITED STATES MAGISTRATE JUDGE  
22  
23  
24  
25

EXHIBIT "A"

**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the Protective Order") entered in *TPOV Enterprises 16, LLC. v. Paris Las Vegas Operating Company, LLC*, 2:17-cv-00346 on \_\_\_\_\_, \_\_\_\_\_, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the United States District Court, District of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" and/or "Highly Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" and/or "Highly Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

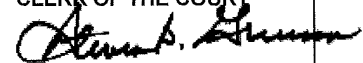
DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

# EXHIBIT 3



James J. Pisanelli, Esq., Bar No. 4027  
jpp@pisanellibice.com  
Debra L. Spinelli, Esq., Bar No. 9695  
dls@pisanellibice.com  
M. Magali Mercera, Esq., Bar No. 11742  
MMM@pisanellibice.com  
Brittanie T. Watkins, Esq., Bar No. 13612  
BTW@pisanellibice.com  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: 702.214.2100  
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)  
William E. Arnault, IV, Esq. (admitted *pro hac vice*)  
KIRKLAND & ELLIS LLP  
300 North LaSalle  
Chicago, IL 60654  
Telephone: 312.862.2000

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

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

1 COME NOW, PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"),  
2 Paris Las Vegas Operating Company, LLC ("Paris") and Boardwalk Regency Corporation, d/b/a  
3 Caesars Atlantic City ("CAC" and collectively with Caesars Palace, Paris and Planet Hollywood,  
4 "Caesars"); Rowen Seibel ("Seibel"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16,  
5 LLC ("LLTQ 16"), FERG LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC  
6 ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), TPOV Enterprises, LLC ("TPOV"), TPOV 16  
7 Enterprises, LLC ("TPOV 16") and DNT Acquisition, LLC ("DNT") (collectively the "Seibel  
8 Entities"); Gordon Ramsay ("Ramsay"), GR Burgr LLC ("GR Burgr"), Jeffrey Frederick  
9 ("Frederick") and Old Homestead Restaurant, Inc. ("OHR"); by and through their undersigned  
10 counsel of record, hereby enter into this Stipulated Confidentiality Agreement and Protective Order  
11 pursuant to NRCP 26(c) and NRCP 29. Planet Hollywood, Caesars Palace, Paris, CAC, Seibel,  
12 LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, TPOV, TPOV 16, DNT, GR Burgr, Frederick,  
13 and OHR are collectively referred to as the "Parties" in this Stipulation and individually as "Party."

14 Whereas, the Parties desire to produce certain documents or other material which may  
15 contain proprietary and/or confidential information, it is hereby stipulated and agreed, by and  
16 between the Parties hereto, through their respective counsel of record, that:

17 1. **Applicability of this Protective Order:** Subject to Section 2 below, this Protective  
18 Order does not and will not govern any trial proceedings in this action, but will otherwise be  
19 applicable to and govern the handling and production of documents, depositions, deposition exhibits,  
20 interrogatory responses, responses to requests for admissions, responses to requests for production  
21 of documents, and all other discovery obtained pursuant to Nevada Rules of Civil Procedure or  
22 other legal process by or from, or produced on behalf of, a Party or witness in connection with this  
23 action. Such information hereinafter shall be referred to as "Discovery Material." Additionally, as  
24 used herein, "Producing Party" or "Disclosing Party" shall refer to the Parties and non-parties that  
25 give testimony or produce documents or other information in connection with this action; "Receiving  
26 Party" shall refer to the Parties in this action that receive such information; and "Authorized  
27 Recipient" shall refer to any person or entity authorized by Sections 12 and 13 of this Protective  
28 Order to obtain access to Confidential Information, Highly Confidential Information, or the contents

1 of such Discovery Material. Discovery Material produced in accordance with this Stipulation may  
2 be used in other actions as permitted by the Global Agreement for the Utilization of Discovery  
3 Across Cases entered into between the Parties (the "Global Utilization Agreement").

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

13       3.     **Designation of Information:** Any Producing Party may designate Discovery  
14 Material that is in its possession, custody, or control produced to a Receiving Party as "Confidential"  
15 or "Highly Confidential" under the terms of this Protective Order, but only if the Producing Party in  
16 good faith reasonably believes that such Discovery Material contains non-public, confidential  
17 information as defined in Sections 5 and 6 below.

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

22       5.     **Confidential Information:** For purposes of this Protective Order, "Confidential  
23 Information" means all information that constitutes, reflects, or discloses non-public information,  
24 trade secrets, know-how, or other financial, proprietary, commercially sensitive, confidential  
25 business, marketing, regulatory, or strategic information (regarding business plans or strategies,  
26 technical data, and non-public designs), the disclosure of which the Producing Party believes in good  
27 faith might reasonably result in economic, competitive or business injury to the Producing Party (or  
28 its affiliates, personnel, or clients) and which is not publicly known and cannot be ascertained from



1 an inspection of publicly available sources, documents, material, or devices. "Confidential  
2 Information" shall also include sensitive personal information that is not otherwise publicly  
3 available, such as home addresses; social security numbers; dates of birth; employment personnel  
4 files; medical information; home telephone records/numbers; employee disciplinary records; court  
5 documents sealed by another court or designated Confidential by agreement of the Parties in another  
6 matter; wage statements or earnings statements; employee benefits data; tax records; and other  
7 similar personal financial information. A Party may also designate as "CONFIDENTIAL"  
8 compilations of publicly available discovery materials, which would not be known publicly in a  
9 compiled form and the disclosure of which the Producing Party believes in good faith might  
10 reasonably result in economic, competitive or business injury to the Producing Party.

11       6.     **Highly Confidential Information:** For purposes of this Protective Order, "Highly  
12 Confidential Information" is any Confidential Information as defined in Section 5 above that also  
13 includes (a) extremely sensitive, highly confidential, non-public information, consisting either of  
14 trade secrets or proprietary or other highly confidential business, financial, regulatory, private, or  
15 strategic information (including information regarding business plans, technical data, and non-public  
16 designs), the disclosure of which would create a substantial risk of competitive, business, or personal  
17 injury to the Producing Party, and/or (b) non-public documents or information reflecting the  
18 substance of conduct or communications that are the subject of then ongoing state, federal, or foreign  
19 government investigations. Certain Confidential Information may compel alternative or additional  
20 protections beyond those afforded Highly Confidential Information, in which event the Parties shall  
21 meet and confer in good faith, and, if unsuccessful, the Party seeking any greater protection shall  
22 move the Court for appropriate relief. A Party may re-designate material originally  
23 "CONFIDENTIAL" as "HIGHLY CONFIDENTIAL" by giving notice of such a re-designation to  
24 all Parties.

25       7.     **Designating Confidential Information or Highly Confidential Information.** If  
26 any Party in this action determines in good faith that any information, documents, things, or  
27 responses produced in the course of discovery in this action should be designated as Confidential  
28 Information or Highly Confidential Information (the "Designating Party"), it shall advise any Party

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

14       8.     **Redaction Allowed:** Any Producing Party may redact from the documents or things  
15 it produces matter that the Producing Party reasonably claims in good faith is subject to the attorney-  
16 client privilege, the work product doctrine, a legal prohibition against disclosure, or any other  
17 privilege from disclosure. Any Producing Party also may redact information that is both personal  
18 and non-responsive, such as a social security number. A Producing Party may not withhold non-  
19 privileged, responsive information solely on the grounds that such information is contained in a  
20 document that includes privileged information. The Producing Party shall mark each redaction with  
21 a legend stating "REDACTED," and include an annotation indicating the specific reason for the  
22 redaction (e.g., "REDACTED—Work Product"). All documents redacted based on attorney client  
23 privilege or work product immunity shall be listed in an appropriate log in conformity with Nevada  
24 law and Nevada Rule of Civil Procedure 26(b)(5). Where a document consists of more than one  
25 page, the page on which information has been redacted shall so be marked. The Producing Party  
26 shall preserve an unredacted version of such document.

27       9.     **Use of Confidential Information or Highly Confidential Information.** Except as  
28 provided herein, Confidential Information and Highly Confidential Information designated or

1 marked shall be maintained in confidence, used solely for the purposes of this action (except as  
2 permitted by the Global Utilization Agreement), and to the extent not otherwise prohibited by an  
3 Order of the Court, shall be disclosed to no one except those persons identified herein in Sections  
4 12 and 13, and shall be handled in such manner until such designation is removed by the Designating  
5 Party, or by Order of the Court. Confidential or Highly Confidential information produced by  
6 another Party shall not be used by any Receiving Party for any commercial, competitive or personal  
7 purpose. Nothing in this Protective Order shall govern or restrict a Producing Party's use of its own  
8 Confidential or Highly Confidential Information in any way.

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

13 11. **Use of Confidential Information and Highly Confidential Information in**  
14 **Depositions.** Counsel for any Party shall have the right to disclose Confidential or Highly  
15 Confidential Information at depositions, provided that such disclosure is consistent with this  
16 Protective Order, including Sections 12 and 13 hereof. Any counsel of record may request that all  
17 persons not entitled under Sections 12 or 13 of this Protective Order to have access to Confidential  
18 Information or Highly Confidential Information, leave the deposition room during the confidential  
19 portion of the deposition. Failure of such persons to comply with a request to leave the deposition  
20 room shall constitute substantial justification for counsel to advise the witness that the witness need  
21 not answer the question where the answer would disclose Confidential Information or Highly  
22 Confidential Information. Additionally, at any deposition session: (1) upon inquiry with regard to  
23 the content of any discovery material(s) designated or marked as "CONFIDENTIAL" or "HIGHLY  
24 CONFIDENTIAL;" (2) whenever counsel for a party deems that the answer to a question may result  
25 in the disclosure or revelation of Confidential or Highly Confidential Information; and/or (3)  
26 whenever counsel for a Party deems that the answer to any question has resulted in the disclosure or  
27 revelation of Confidential or Highly Confidential Information, counsel to any Party may designate  
28 those portions of a deposition transcript and/or video of any deposition (or any other testimony) as

1 containing Confidential or Highly Confidential Information in accordance with this Order, either by  
2 placing a statement on the record during the deposition, or by notifying all other Parties in writing  
3 within thirty (30) calendar days of receiving the transcript or video that it contains Confidential or  
4 Highly Confidential Information and designating the specific pages, lines, and/or counter numbers  
5 as containing Confidential or Highly Confidential Information. If a designation is made via a  
6 statement on the record during a deposition, counsel must follow-up in writing within thirty (30)  
7 calendar days of receiving the transcript or video, identifying the specific pages, lines, and/or counter  
8 numbers containing the Confidential or Highly Confidential Information. If no confidentiality  
9 designations are made within said thirty (30) day period, the entire transcript shall be considered  
10 non-confidential. During the thirty (30) day period, the entire transcript and video shall be treated  
11 as Highly Confidential Information. All originals and copies of deposition transcripts that contain  
12 Confidential Information or Highly Confidential Information shall be prominently marked  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL " on the cover thereof and, if and when filed  
14 with the Court, the portions of such transcript so designated shall be filed under seal. Counsel must  
15 designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY  
16 CONFIDENTIAL" within thirty (30) calendar days of receiving the transcript. Any DVD or other  
17 digital storage medium containing Confidential or Highly Confidential deposition testimony shall  
18 be labeled in accordance with the provisions of Section 7.

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

- 23       (a) A Party, or officers, directors, employees, and agents of a Party deemed necessary by counsel  
24       to aid in the prosecution, defense, or settlement of this action;  
25       (b) Counsel for a Party (including in-house attorneys, outside attorneys associated with a law  
26       firm(s) of record, and paralegal, clerical, and secretarial staff employed by such counsel);  
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1 (c) Persons retained by a Party to provide litigation support services (photocopying, videotaping,  
2 translating, preparing exhibits or demonstrations, organizing, storing, retrieving data in any  
3 form or medium, etc.);

4 (d) Consultants or expert witnesses (together with their support staff) retained by a Party or its  
5 counsel for the prosecution or defense of this litigation, provided that such an expert or  
6 consultant is not a current employee of a direct competitor of a Party named in this action;<sup>1</sup>

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

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

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

12 (h) Any other person as to whom the Parties in writing agree, or that the Court in these  
13 proceedings so designates.

14 Any person to whom Confidential Information is disclosed pursuant to subparts (a) through  
15 (h) hereinabove shall be advised that the Confidential Information is being disclosed pursuant to an  
16 Order of the Court; that the information may not be disclosed by such person to any person not  
17 permitted to have access to the Confidential Information pursuant to this Protective Order; and that  
18 any violation of this Protective Order may result in the imposition of such sanctions as the Court  
19 deems proper. Any person to whom Confidential Information is disclosed pursuant to subpart (c),  
20 (d), (g), or (h) of this section shall also be required to execute a copy of the form Exhibit A. The  
21 persons shall agree in writing to be bound by the terms of this Protective Order by executing a copy  
22 of Exhibit A (which shall be maintained by the counsel of record for the Party seeking to reveal the  
23 Confidential Information) in advance of being shown the Confidential Information. No Party (or its  
24 counsel) shall discourage any persons from signing a copy of Exhibit A. If a person refuses to  
25 execute a copy of Exhibit A, the Party seeking to reveal the Confidential Information shall seek an

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28 <sup>1</sup> A party may seek leave of court to provide information to a consultant employed by a  
competitor.

1 Order from the Court directing that the person be bound by this Protective Order. In the event of  
2 the filing of such a motion, Confidential Information may not be disclosed to such person until the  
3 Court resolves the issue. Proof of each written agreement provided for under this Section shall be  
4 maintained by each of the Parties while this action is pending and disclosed to the other Parties upon  
5 good cause shown and upon Order of the Court.

6       **13. Persons Authorized to Receive Highly Confidential Information.** "HIGHLY  
7 CONFIDENTIAL" documents and information may be used only in connection with this case  
8 (except as permitted by the Global Utilization Agreement), and may be disclosed only to the Court  
9 and the persons listed in subsections (b) to (e) and (g) to (h) of Section 12 above, but shall not be  
10 disclosed to a Party, or an employee of a Party unless otherwise agreed in writing by the Parties or  
11 ordered by the Court. With respect to sub-section (f), the parties will consider disclosure of Highly  
12 Confidential Information to an author or recipient on a case by case basis. Any person to whom  
13 Highly Confidential Information is disclosed pursuant to sub-sections (c), (d), (g) or (h) of Section  
14 12 above shall also be required to execute a copy of the form Exhibit A.

15       **14. Filing of Confidential Information or Highly Confidential Information With**  
16 **Court.** Any Party seeking to file or disclose materials designated as Confidential Information or  
17 Highly Confidential Information with the Court in this action (or with the court in another action as  
18 permitted by the Global Utilization Agreement) must seek to file such Confidential or Highly  
19 Confidential Information under seal pursuant to Rule 3 of the Nevada Rules for Sealing and  
20 Redacting Court Records (or, if in another action permitted by the Global Utilization Agreement, in  
21 accordance with the rules and procedures of that court). The Designating Party will have the burden  
22 to provide the Court with any information necessary to support the designation as Confidential or  
23 Highly Confidential Information.

24       **15. Notice to Nonparties.** Any Party issuing a subpoena to a non-party shall enclose a  
25 copy of this Protective Order and advise the non-party that it may designate any Discovery Material  
26 it produces pursuant to the terms of this Protective Order as Confidential Information or Highly  
27 Confidential Information, should the non-party wish to do so. This Order shall be binding in favor  
28

1 of non-parties to the maximum extent permitted by law. Any non-party invoking the Protective  
2 Order shall comply with, and be subject to, all applicable sections of the Protective Order.

3       16.     **Knowledge of Unauthorized Use or Possession.** If a Party receiving Confidential  
4 Information or Highly Confidential Information learns of any possession, knowledge, use or  
5 disclosure of any Confidential Information or Highly Confidential Information in violation of the  
6 terms of this Protective Order, the Receiving Party shall immediately notify in writing the Party that  
7 produced the Confidential Information or Highly Confidential Information. The Receiving Party  
8 shall promptly furnish the Producing Party with the full details of such possession, knowledge, use  
9 or disclosure. With respect to such unauthorized possession, knowledge, use or disclosure, the  
10 Receiving Party shall assist the Producing Party in remedying the disclosure (*e.g.*, by retrieving the  
11 Confidential Information from an unauthorized recipient), and/or by preventing its recurrence.

12       17.     **Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact  
13 duplications of Confidential Information or Highly Confidential Information shall be marked  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," and shall be considered Confidential  
15 Information or Highly Confidential Information subject to the terms and conditions of this Protective  
16 Order. Attorney-client communications and attorney-work product regarding Confidential  
17 Information or Highly Confidential Information, as permitted by this Protective Order, shall not be  
18 subject to this section, regardless of whether they summarize, abstract, paraphrase, or otherwise  
19 reflect Confidential Information or Highly Confidential Information.

20       18.     **Information Not Confidential.** The restrictions set forth in this Protective Order  
21 shall not be construed to apply to any information or materials that:

- 22       (a)     Were lawfully in the Receiving Party's possession prior to such information being  
23 designated as Confidential or Highly Confidential Information in this action, and that  
24 the Receiving Party is not otherwise obligated to treat as confidential;
- 25       (b)     Were obtained without any benefit or use of Confidential or Highly Confidential  
26 Information from a third party having the right to disclose such information to the  
27 Receiving Party without restriction or obligation of confidentiality;
- 28

1 (c) Were independently developed after the time of disclosure by persons who did not  
2 have access to the Producing Party's Confidential or Highly Confidential  
3 Information;

4 (d) Have been or become part of the public domain by publication or otherwise and not  
5 due to any unauthorized act or omission on the part of a Receiving Party; or

6 (e) Under law, have been declared to be in the public domain.

7 19. **Challenges to Designations.** Any Party may object to the designation of  
8 Confidential Information or Highly Confidential Information on the ground that such information  
9 does not constitute Confidential Information or Highly Confidential Information, by serving written  
10 notice upon counsel for the Producing Party within ninety (90) calendar days of the date the item(s)  
11 was designated, specifying the item(s) in question and the ground(s) for the objection. The  
12 Producing Party shall have thirty (30) calendar days to respond to the challenge of designation. If a  
13 Party objects to the designation of any materials as Confidential Information or Highly Confidential  
14 Information, the Party challenging the designation shall arrange for a meet and confer to be held  
15 within ten (10) court days of service of the response to the designation challenge by the Producing  
16 Party, to attempt to informally resolve the dispute. If the Parties cannot resolve the matter, the Party  
17 challenging the designation may file a motion with the Court to resolve the dispute. Such motions  
18 must be filed within ten (10) court days following the meet and confer. This Protective Order shall  
19 not affect the burden of proof on any such motion, or impose any burdens upon any Party that would  
20 not exist had the Protective Order not been entered; as a general matter, the burden shall be on the  
21 person making the designation to establish the propriety of the designation. Any contested  
22 information shall continue to be treated as Confidential Information or Highly Confidential  
23 Information and subject to this Protective Order until such time as such motion has been ruled upon.

24 20. **Use in Court.** If any Confidential Information or Highly Confidential Information  
25 is used in any pretrial Court proceeding in this action (or used in another action as permitted by the  
26 Global Utilization Agreement), it shall not necessarily lose its confidential status through such use,  
27 and the party using such information shall take all reasonable steps consistent with the Nevada  
28 Supreme Court Rules Governing Sealing and Redacting Court Records (or, if used in another action



1 as permitted by the Global Utilization Agreement, in accordance with the rules and procedures of  
2 that court governing sealing and redacting), to maintain its confidentiality during such use.

3       21.     **Reservation of Rights.** The Parties each reserve the right to seek or oppose  
4 additional or different protection for particular information, documents, materials, items or things,  
5 including but not limited to, items which they consider to be attorney's eyes only in nature. This  
6 Stipulation shall neither enlarge, nor affect, the proper scope of discovery in this Action. In addition,  
7 this Stipulation shall not limit or circumscribe in any manner any rights the Parties (or their  
8 respective counsel) may have under common law or pursuant to any state, federal, or foreign statute  
9 or regulation, and/or ethical rule.

10       22.     **Inadvertent Failure to Designate.** The inadvertent failure to designate information  
11 produced in discovery as Confidential or Highly Confidential shall not be deemed, by itself, to be a  
12 waiver of the right to so designate such Discovery Materials as Confidential Information or Highly  
13 Confidential Information. Within a reasonable time of learning of any such inadvertent failure, the  
14 Producing Party shall notify all Receiving Parties of such inadvertent failure and shall take such  
15 other steps as necessary to correct such failure after becoming aware of it. Disclosure of such  
16 Discovery Materials to any other person prior to later designation of the Discovery Materials in  
17 accordance with this section shall not violate the terms of this Protective Order. However,  
18 immediately upon being notified of an inadvertent failure to designate, all Parties shall treat such  
19 information as though properly designated, and shall take any actions necessary to prevent any future  
20 unauthorized disclosure, use, or possession.

21       23.     **No Waiver of Privilege:** Disclosure (including production) of information after the  
22 Parties' entry of this Protective Order that a Party or non-party later claims was inadvertent and  
23 should not have been disclosed because of a privilege, including, but not limited to, the  
24 attorney-client privilege or work product doctrine ("Privileged Information"), shall not constitute a  
25 waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or other  
26 ground for withholding production as to which the Disclosing or Producing Party would be entitled  
27 in this action.

28

1           24.     **Effect of disclosure of Privileged Information:** The Receiving Party hereby agrees  
2 to promptly return, sequester, or destroy any Privileged Information disclosed or produced by a  
3 Disclosing or Producing Party upon request by the Disclosing or Producing Party, regardless of  
4 whether the Receiving Party disputes the designation of Privileged Information. The Receiving  
5 Party may sequester (rather than return or destroy) such Privileged Information only if it contends  
6 that the information itself is not privileged or otherwise protected, and it challenges the privilege  
7 designation, in which case it may only sequester the information until the claim of privilege or other  
8 protection is resolved. If any Party disputes the privilege claim ("Objecting Party"), that Objecting  
9 Party shall object in writing by notifying the Producing Party of the dispute and the basis therefore.  
10 The Parties thereafter shall meet and confer in good faith regarding the disputed claim within  
11 fourteen (14) business days after service of the written objection. In the event that the Parties do not  
12 resolve their dispute, the Objecting Party may bring a motion for a determination of whether a  
13 privilege applies within fourteen (14) business days following the meet and confer session, but may  
14 only contest the asserted privileges on grounds other than the inadvertent production of such  
15 document(s). In making such a motion, the Objecting Party shall not disclose the content of the  
16 document(s) at issue, but may refer to the information contained on the privilege log. Nothing herein  
17 shall relieve counsel from abiding by applicable ethical rules regarding inadvertent disclosure and  
18 discovery of inadvertently disclosed privileged or otherwise protected material. The failure of any  
19 Party to provide notice or instructions under this section shall not constitute a waiver of, or estoppel  
20 as to, any claim of attorney-client privilege, attorney work product, or other ground for withholding  
21 production as to which the Disclosing or Producing Party would be entitled in this action.

22           25.     **Inadvertent Production of Non-Discoverable Documents.** If a Producing Party  
23 inadvertently produces a document that contains no discoverable information, the Producing Party  
24 may request in writing that the Receiving Party return the document, and the Receiving Party shall  
25 return the document. A Producing Party may not request the return of a document pursuant to this  
26 section if the document contains any discoverable information. If a Producing Party inadvertently  
27 fails to redact personal information (*e.g.*, a social security number), the Producing Party may provide  
28 the Receiving Party a substitute version of the document that redacts the personal information, and

1 the Receiving Party shall return the original, unredacted document to the Producing Party.

2       26.     **Return of Information.** Within thirty (30) days after the final disposition of this  
3 action (or the final disposition of any other action as permitted by the Global Utilization Agreement),  
4 all Discovery Materials containing Confidential Information and/or Highly Confidential Information  
5 produced by an opposing Party or non-party (including, without limitation, any copies, extracts or  
6 summaries thereof) as part of discovery in this action shall be destroyed by the Parties to whom the  
7 Discovery Materials containing Confidential Information and/or Highly Confidential Information  
8 was produced, and each counsel shall, by declaration delivered to all counsel for the Producing Party,  
9 affirm that all such Discovery Materials containing Confidential Information and/or Highly  
10 Confidential Information (including, without limitation, any copies, extracts or summaries thereof)  
11 has been destroyed; provided, however, that each counsel shall be entitled to retain pleadings,  
12 motions and memoranda in support thereof, declarations or affidavits, deposition transcripts and  
13 videotapes, or documents reflecting attorney work product or consultant or expert work product,  
14 even if such material contains or refers to Discovery Materials containing Confidential Information  
15 and/or Highly Confidential Information, but only to the extent necessary to preserve a litigation file  
16 with respect to this action (or another action as permitted by the Global Utilization Agreement).  
17 Counsel are not required to destroy or certify destruction of Confidential Information or Highly  
18 Confidential Information replicated on automatic archival or data backup systems maintained by  
19 Counsel.

20       27.     **Attorney's Fees.** Nothing in this Protective Order is intended to either expand or  
21 limit a prevailing party's right under the Nevada Rules of Civil Procedure or other applicable state  
22 or federal law to pursue costs and attorney's fees incurred related to confidentiality designations or  
23 the abuse of the process described herein.

24       28.     **Injunctive Relief and Sanctions Available for Unauthorized Disclosure or Use of**  
25 **Confidential Information or Highly Confidential Information.** The Parties and/or non-parties  
26 shall not utilize any Confidential Information and/or Highly Confidential Information for their own  
27 personal and/or business advantage or gain, aside from purpose(s) solely related to the instant  
28 litigation (or to other litigations as permitted by the Global Utilization Agreement). The Parties and

1 non-parties acknowledge and agree that the unauthorized use and/or disclosure of Confidential  
2 Information and/or Highly Confidential Information beyond this litigation (or beyond other  
3 litigations as permitted by the Global Utilization Agreement) shall subject the offending Party or  
4 non-party to sanctions contemplated in NRCP 37(b)(2)(A)-(D) (or pursuant to the rules and  
5 procedures of the courts in litigations governed by the Global Utilization Agreement), up to and  
6 including entry of judgment against the offending Party or non-party in circumstances involving  
7 willful disobedience with this Order. Further, the Parties and/or non-parties receiving or being given  
8 access to Confidential Information and/or Highly Confidential Information acknowledge that  
9 monetary remedies would be inadequate to protect each Party in the case of unauthorized disclosure  
10 or use of Confidential Information or Highly Confidential Information that the Receiving Party only  
11 received through discovery in this action (or in other actions governed by the Global Utilization  
12 Agreement), and that injunctive relief would be necessary and appropriate to protect each Party's  
13 rights in the event there is any such unauthorized disclosure or use of Confidential Information or  
14 Highly Confidential Information. The availability of injunctive relief to protect against the  
15 unauthorized disclosure or use of Confidential Information or Highly Confidential Information shall  
16 not be exclusive.

17       **29. Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in another  
18 action, investigation, or proceeding, (b) is served with a demand in another action, investigation, or  
19 proceeding, or (c) is served with any legal process by one not a Party to this Protective Order, seeking  
20 materials which were produced or designated as Confidential or Highly Confidential pursuant to this  
21 Protective Order, the Receiving Party shall give prompt actual written notice by electronic  
22 transmission to counsel of record for such Producing Party within five (5) business days of receipt  
23 of such subpoena, demand or legal process, or such shorter notice as may be required to provide  
24 other Parties with the opportunity to object to the immediate production of the requested Discovery  
25 Materials to the extent permitted by law. The burden of opposing enforcement of the subpoena shall  
26 fall upon the Party or non-party who produced or designated the Discovery Material as Confidential  
27 Information or Highly Confidential Information. Unless the Party or non-party who produced or  
28 designated the Confidential Information or Highly Confidential Information obtains an Order

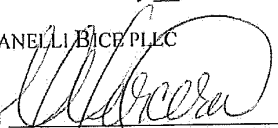
1 directing that the subpoena not be complied with, and serves such Order upon the Receiving Party  
2 prior to production pursuant to the subpoena, the Receiving Party shall be permitted to produce  
3 documents responsive to the subpoena on the subpoena response date. Compliance by the Receiving  
4 Party with any Order directing production pursuant to a subpoena of any Confidential Information  
5 or Highly Confidential Information shall not constitute a violation of this Protective Order. Nothing  
6 in this Protective Order shall be construed as authorizing a Party to disobey a lawful subpoena issued  
7 in another action.

8 30. **Execution in Counterparts.** This Protective Order may be signed in counterparts,  
9 and a fax or "PDF" signature shall have the same force and effect as an original ink signature.

10 31. **Order Survives Termination.** This Protective Order shall survive the termination  
11 of this action (or of the other actions governed by the Global Utilization Agreement), and the Court  
12 shall retain jurisdiction to resolve any dispute concerning the use of information disclosed hereunder.

13 DATED <sup>March</sup> February 11, 2019

14 PISANELLI BICE PLLC

15 By:   
16 James J. Pisanelli, Esq., Bar No. 4027  
17 Debra L. Spinelli, Esq., Bar No. 9695  
18 M. Magali Mercera, Esq., Bar No. 11742  
19 Brittanie T. Watkins, Esq., Bar No. 13612  
20 400 South 7th Street, Suite 300  
21 Las Vegas, NV 89101

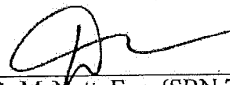
22 and

23 Jeffrey J. Zeiger, P.C., Esq.  
24 (admitted *pro hac vice*)  
25 William E. Arnault, IV, Esq.  
26 (admitted *pro hac vice*)  
27 KIRKLAND & ELLIS LLP  
28 300 North LaSalle  
Chicago, IL 60654  
Telephone: 312.862.2000

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

DATED February 26, 2019

MCNUTT LAW FIRM, P.C.

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

and

Paul Sweeney, Esq.,  
(admitted *pro hac vice*)  
CERTILMAN BALIN ADLER & HYMAN, LLP  
90 Merrick Avenue  
East Meadow, NY 11554

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

1           31.     **Order Survives Termination.** This Protective Order shall survive the termination  
2 of this action (or of the other actions governed by the Global Utilization Agreement), and the Court  
3 shall retain jurisdiction to resolve any dispute concerning the use of information disclosed  
4 hereunder.

5     DATED February \_\_, 2019

DATED February \_\_, 2019

6     PISANELLI BICE PLLC

MCNUTT LAW FIRM, P.C.

7     By: \_\_\_\_\_  
8     James J. Pisanelli, Esq., Bar No. 4027  
9     Debra L. Spinelli, Esq., Bar No. 9695  
10    M. Magali Mercera, Esq., Bar No. 11742  
11    Brittnie T. Watkins, Esq., Bar No. 13612  
12    400 South 7<sup>th</sup> Street, Suite 300  
13    Las Vegas, NV 89101

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

and

and

Paul Sweeney, Esq.,  
(admitted *pro hac vice*)  
CERTILMAN BALIN ADLER & HYMAN, LLP  
90 Merrick Avenue  
East Meadow, NY 11554

12    Jeffrey J. Zeiger, P.C., Esq.  
13    (admitted *pro hac vice*)  
14    William E. Arnault, IV, Esq.  
15    (admitted *pro hac vice*)  
16    KIRKLAND & ELLIS LLP  
17    300 North LaSalle  
18    Chicago, IL 60654  
19    Telephone: 312.862.2000  
20    Attorneys for Defendant PHWL, LLC/  
21    Plaintiffs Desert Palace, Inc.;  
22    Paris Las Vegas Operating Company, LLC;  
23    PHWL, LLC; and Boardwalk Regency  
24    Corporation d/b/a Caesars Atlantic City


Attorneys for Plaintiff Rowen Seibel/Defendants  
Rowen Seibel; LLTQ Enterprises, LLC;  
LLTQ Enterprises 16, LLC; FERG, LLC;  
FERG 16, LLC; MOTI Partners, LLC;  
MOTI Partners 16, LLC; TPOV Enterprises,  
LLC; and TPOV Enterprises 16, LLC

20    DATED February 22, 2019

DATED February \_\_, 2019

21    ATKINSON LAW ASSOCIATES LTD.

FENNEMORE CRAIG, P.C.

22    By:   
23    Robert E. Atkinson, Esq. (SBN 9958)  
24    376 E. Warm Springs Road, Suite 130  
25    Las Vegas, NV 89119

By: \_\_\_\_\_  
Allen Wilt, Esq. (SBN 4798)  
John Tennert, Esq. (SBN 11728)  
FENNEMORE CRAIG, P.C.  
300 East 2nd Street, Suite 1510  
Reno, NV 89501

26    Attorney for Defendant  
27    J. Jeffrey Frederick

Attorneys for Defendant Gordon Ramsay

28    DATED February \_\_, 2019

DATED February \_\_, 2019

1 DATED February \_\_, 2019  
2 ATKINSON LAW ASSOCIATES LTD.

3 By: \_\_\_\_\_  
4 Robert E. Atkinson, Esq. (SBN 9958)  
5 376 E. Warm Springs Road, Suite 130  
6 Las Vegas, NV 89119

7 *Attorney for Defendant*  
8 *J. Jeffrey Frederick*

9 DATED February \_\_, 2019

10 BARACK FERRAZZANO KIRSCHBAUM &  
11 NAGELBERG LLP

12 By: \_\_\_\_\_  
13 Nathan Q. Rugg, Esq.  
14 (admitted *pro hac vice*)  
15 200 W. Madison St., Suite 3900  
16 Chicago, IL 60606

17 and

18 Steven B. Chaiken, Esq.  
19 ADELMAN & GETTLEMAN, LTD.  
20 53 W. Jackson Blvd., Suite 1050  
21 Chicago, IL 60604

22 *Attorneys for Defendants LLTQ Enterprises,*  
23 *LLC; LLTQ Enterprises 16, LLC, FERG, LLC;*  
24 *FERG 16, LLC; MOTI Partners, LLC; and*  
25 *MOTI Partners 16, LLC.*

DATED February 9, 2019

FENNEMORE CRAIG, P.C.

By: \_\_\_\_\_  
Allen Wilt, Esq. (SBN 4798)  
John Tennert, Esq. (SBN 11728)  
FENNEMORE CRAIG, P.C.  
300 East 2nd Street, Suite 1510  
Reno, NV 89501

*Attorneys for Defendant Gordon Ramsay*

DATED February \_\_, 2019

LEBENSFELD SHARON & SCHWARTZ  
P.C., LLP

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

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

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

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DATED February \_\_, 2019  
ATKINSON LAW ASSOCIATES LTD.

By: \_\_\_\_\_  
Robert E. Atkinson, Esq. (SBN 9958)  
376 E. Warm Springs Road, Suite 130  
Las Vegas, NV 89119

*Attorney for Defendant  
J. Jeffrey Frederick*

DATED February \_\_, 2019  
BARACK FERRAZZANO KIRSCHBAUM &  
NAGELBERG LLP

By: Nathan Q. Rugg  
Nathan Q. Rugg, Esq.  
(admitted *pro hac vice*)  
200 W. Madison St., Suite 3900  
Chicago, IL 60606

and

Steven B. Chaiken, Esq.  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, IL 60604

*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.

By: \_\_\_\_\_  
Allen Wilt, Esq. (SBN 4798)  
John Tennert, Esq. (SBN 11728)  
FENNEMORE CRAIG, P.C.  
300 East 2nd Street, Suite 1510  
Reno, NV 89501

*Attorneys for Defendant Gordon Ramsay*

DATED February \_\_, 2019  
LEBENSFELD SHARON & SCHWARTZ  
P.C.

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

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

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



BARACK FERRAZZANO KIRSCHBAUM &  
NAGELBERG LLP


By: \_\_\_\_\_  
Nathan Q. Rugg, Esq.  
(admitted *pro hac vice*)  
200 W. Madison St., Suite 3900  
Chicago, IL 60606

and

Steven B. Chaiken, Esq.  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, IL 60604

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

LEBENSFELD SHARON & SCHWARTZ  
P.C.

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

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

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

DATED February \_\_, 2019

HEYMAN ENERIO GATTUSO &  
HIRZEL LLP

By: \_\_\_\_\_  
Kurt Heyman, Esq.  
300 Delaware Ave., Suite 200  
Wilmington, DE 19801

*Trustee for GR Burger LLC*

**ORDER**

IT IS SO ORDERED.

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

1 DATED February \_\_, 2019

2 HEYMAN ENERIO GATTUSO &  
3 HIRZEL LLP

4 By: \_\_\_\_\_  
5 Kurt Heyman, Esq.  
6 300 Delaware Ave., Suite 200  
7 Wilmington, DE 19801

8  
9  
10 *Trustee for GR Burger LLC*

11 ORDER

12 IT IS SO ORDERED.

13   
14 THE HONORABLE TIMOTHY C. WILLIAMS  
15 DISTRICT COURT JUDGE

16 DATED: 3/12/19  
17  
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EXHIBIT "A"

CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the Protective Order") entered in *Rowen Seibel v. PHWLTV, LLC, A-17-751759-B, consolidated with Case No. A-17-760537-B* on \_\_\_\_\_, \_\_\_\_\_, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the Eighth Judicial District Court, State of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" and/or "Highly Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" and/or "Highly Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

# EXHIBIT 76

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

# EXHIBIT 77

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

# EXHIBIT 78



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

# EXHIBIT 79

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

# EXHIBIT 80

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

# EXHIBIT 81

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

and

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

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with

A-17-760537-B

VIDEOTAPED DEPOSITION OF THE

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

LAS VEGAS, NEVADA

TUESDAY, NOVEMBER 12, 2019

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

Job No.: 3765

November 12, 2019

LLTQ Enterprises, LLC Craig Green

Page 2

30(B)(6) OF LLTQ ENTERPRISES, LLC - CRAIG GREEN, held at Pisanelli Bice, located at 400 South 7th Street, Suite 300, Las Vegas, Nevada, on Tuesday, November 12, 2019, at 9:11 a.m., before Monice K. Campbell, Certified Court Reporter, in and for the State of Nevada.

## APPEARANCES:

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

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

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

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



November 12, 2019

LLTQ Enterprises, LLC Craig Green

Page 3

1 APPEARANCES:

2 For Gordon Ramsay:

3 FENNEMORE CRAIG

4 BY: JOHN D. TENNERT III, ESQ.

300 East Second Street, Suite 1510

Reno, Nevada 89501

5 775.788.2212

jtennert@fclaw.com

6

7 Also Present:

8 The Videographer:

9 JARED MAREZ, ENVISION LEGAL SOLUTIONS

10

11

12

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14

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November 12, 2019

LLTQ Enterprises, LLC Craig Green

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Exhibit C74	LLTQ/FERG Defendants' Answer and Affirmative Defenses to Plaintiffs' Complaint and Counterclaim	58
Exhibit C75	1/14/13 Email, Re: LLTQ Enterprises, LLC - Form W-9	66
Exhibit C24	5/9/12 Email, Re: Caesars BIF, Caesars Pub, CAESARS012057 through CAESARS012066	68
Exhibit C76	Assignment and Assumption Agreement between LLTQ Enterprises, LLC and LLTQ Enterprises 16, LLC, TRUST 000049 through TRUST 000050	99
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November 12, 2019

LLTQ Enterprises, LLC Craig Green

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Exhibit C83	Membership Interest Assignment Agreement for CPGR Acquisition, LLC, TRUST 000034 through TRUST 000036	163
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Exhibit C86	4/8/16 Letter, R. Seibel to Desert Palace, Inc., Re: Development and Operation Agreement between Desert Palace, Inc. and LLTQ Enterprises, LLC, TRUST 000070	195
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November 12, 2019

LLTQ Enterprises, LLC Craig Green

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## E X H I B I T S

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Exhibit C91	First Amended Notice of Videotaped Deposition of LLTQ Enterprises, LLC, Pursuant to NRCP 30(b)(6) with handwritten notes	269
Exhibit C92	Organizational Chart	270
Exhibit C93	January 2013 Email Chain, R. Seibel to B. Petcov, E. Milner, P. Schuch and J. Frederick, Re: P/Ls Dec.	271
Exhibit C94	9/2/16 Letter, M. Clayton to B. Ziegler, Re: Development and Operation Agreement by and between LLTQ Enterprises, LLC, and Desert Palace, Inc.	274
Exhibit C95	9/2/16 Letter, M. Clayton to B. Ziegler, Re: August 30, 2016 Correspondence, AG00018456	277
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November 12, 2019

LLTQ Enterprises, LLC Craig Green

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Exhibit GR3	May/June 2013 Email Chain between D. Deluca and C. Green, Re: Follow Up with Rowen Seibel, TPOV00018821 through TPOV00018824	326
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Exhibit GR8	12/13/13 Email, C. Green to D. Abraham, Re: BR 23 Venture Prospect - Newcastle Brown Ale, RAMSAY00005824 through RAMSAY00005825	351
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November 12, 2019

LLTQ Enterprises, LLC Craig Green

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E X H I B I T S  
(Referenced)

NUMBER	DESCRIPTION	PAGE
Exhibit S39	Development and Operation Agreement Between LLTQ Enterprises, LLC, and Desert Palace, LLC	63
Exhibit C24	5/9/12 Email, Re: Caesars BIF, Caesars Pub, CAESARS012057 through CAESARS012066	68
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Exhibit S152	01/30/18 Letter, D. McNutt to B. Harris, 16TPOV00000718 through 16TPOV00000729	265

November 12, 2019

LLTQ Enterprises, LLC Craig Green

Page 9

1                               \* \* \* \* \*

2           LAS VEGAS, NEVADA; TUESDAY, NOVEMBER 12, 2019

3                               9:11 A.M.

4                               \* \* \*

5                   THE VIDEOGRAPHER: Today's date is  
6 November 12th, 2019, and the time is  
7 approximately 9:11 a.m.

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

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

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

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

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

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

25                  MR. TENNERT: John Tennert of Fennemore

1 Craig on behalf of Gordon Ramsay.

2 MR. BROOKS: Daniel Brooks on behalf of  
3 the witness.

4 Whereupon,

5 CRAIG GREEN,  
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. Good morning, Mr. Green.

13 A. Good morning.

14 Q. I know we took your deposition as a  
15 30(b)(6) for a few other entities in September, so  
16 unless you tell me otherwise, I'm not going to go  
17 through the whole list of admonitions, the ground  
18 rules, for the process.

19 I do want to go over a couple, though,  
20 because, as you have seen both at your depo and  
21 other depositions, inevitably this is the one that  
22 everybody breaks.

23 So just always give me an opportunity to  
24 finish my question before you start answering, and  
25 I will do my best to let you finish your answer



1 Holdings, LLC, level because it's a disregarded  
2 entity for tax purposes.

3 BY MS. MERCERA:

4 Q. And I'm not talking about tax purposes.  
5 I'm going way simpler than that.

6 A. Right.

7 Q. LLTQ has attorney bills?

8 A. Correct.

9 Q. I'm just trying to understand how it pays  
10 for them.

11 A. As I explained, loans would be taken  
12 however they were allocated to LLTQ Enterprises 16,  
13 LLC.

14 Q. And those loans would come from  
15 Mr. Seibel?

16 A. Mr. Seibel or Ms. Dorfman.

17 Q. We previously tried to get additional  
18 information regarding those loans and it couldn't  
19 be provided. As you sit here today, do you know  
20 how much -- well, strike that.

21 Do you know the amount of the loans that  
22 Mr. Seibel has provided?

23 A. I do, and it's on a piece of paper that I  
24 have here.

25 Q. Okay. That looks like the smaller one.

1           A.     Yeah, but it wouldn't be a small one to  
2 you. It would probably be the last one, perhaps.

3           Q.     What's the first line on it?

4           A.     LLTQ 16 legal.

5           Q.     Got it. Give me one second and let's  
6 mark that.

7           A.     Sure.

8                     (Exhibit Number C77 was marked.)

9 BY MS. MERCERA:

10          Q.     All right. Mr. Green, the court reporter  
11 has placed before you what has been marked as  
12 Exhibit C77.

13                     Is this the document you were referring  
14 to?

15          A.     It is.

16          Q.     So go ahead.

17          A.     So in 2018, the total amount loaned was  
18 \$113,377.27. That is split between Mr. Seibel,  
19 Ms. Dorfman, and two entities in which I am the  
20 manager of. So if I had some income that I was  
21 able to pay a legal bill, I would make that loan if  
22 it was necessary.

23                     And then in 2017, \$499,131.73 was loaned,  
24 and a portion of that was from Mr. Seibel and a  
25 portion of that was from Ms. Dorfman.

November 12, 2019

LLTQ Enterprises, LLC Craig Green

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## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )

3 ) SS:

4 COUNTY OF CLARK )

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

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

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

November 12, 2019

LLTQ Enterprises, LLC Craig Green

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1 has been made to review the transcript.

2  
3 IN WITNESS THEREOF, I have hereunto set my hand  
4 in my office in the County of Clark, State of Nevada,  
5 this 22nd day of November, 2019.

6 

7  
8 Monice K. Campbell, CCR No. 312