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Elizabeth A. Brown  
Clerk of Supreme Court

**NOAS (CIV)**

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

\_\_\_\_\_  
AND ALL RELATED CLAIMS.

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

**NOTICE OF APPEAL**

1 NOTICE IS HEREBY GIVEN that, as permitted by Nevada Rules of Appellate Procedure  
2 3(a)(1) and 3A(b)(1), (3), Rowen Seibel (“Mr. Seibel”) and GR Burgr, LLC<sup>1</sup> (“GRB”, and together  
3 with Mr. Seibel, “Appellants”), by and through their counsel, hereby appeal to the Supreme Court of  
4 Nevada from the following orders and decisions entered by the District Court:<sup>2</sup>

- 5 - Findings of Fact, Conclusions of Law, and Order Granting Caesars’ Motion for Summary  
6 Judgment No. 2, filed on May 31, 2021, notice of entry of which was filed on June 3,  
7 2022;
- 8 - Findings of Fact, Conclusions of Law, and Order Granting Gordon Ramsay’s Motion for  
9 Summary Judgment, filed on May 25, 2022, notice of entry of which was filed on June 2,  
10 2022;
- 11 - Order Granting in Part, and Denying in Part, the Development Entities, Rowen Seibel,  
12 and Craig Green’s Motion to Compel the Return, Destruction, or Sequestering of the  
13 Court’s August 19, 2021 Minute Order Containing Privileged Attorney-Client  
14 Communications, filed on November, 3, 2021, notice of entry of which was filed on  
15 November 3, 2021;<sup>3</sup>
- 16 - Findings of Fact, Conclusions of Law, and Order Granting Caesars’ Motion to Compel  
17 Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-  
18 Fraud Exception, filed on October 28, 2021, notice of entry of which was filed on  
19 October 28, 2021;<sup>4</sup>

20 <sup>1</sup> GRB was formed as a Delaware limited liability company in 2012. GRB was judicially dissolved in 2018, and  
21 a certificate of cancellation was filed in 2021. Notwithstanding, because the claims in this matter were initially filed by  
22 Mr. Seibel derivatively on behalf of GRB, and then judicially assigned to Mr. Seibel pursuant to a proceeding in the  
Delaware Court of Chancery, this appeal is being filed on behalf of Mr. Seibel *and GRB* as a matter of caution.

23 <sup>2</sup> Case No. A-17-751759-B (the “First Case”), from which this appeal is currently being taken, was consolidated  
24 with Case No. A-17-760537-B (the “Second Case”) pursuant to an order entered on February 9, 2018. In *Matter of*  
25 *Estate of Sarge*, 134 Nev. 866, 432 P.3d 718 (2018), the Nevada Supreme Court held that an order “finally resolving a  
26 constituent consolidated case is immediately appealable as a final judgment even where the other constituent case or  
cases remain pending.” *Id.* at 866, 432 P.3d at 720. Here, the First Case is finally resolved, such that orders and  
27 decisions entered in it are immediately appealable even though the Second Case remains pending, such that any orders  
and decisions entered in it remain interlocutory in nature. Mr. Seibel, GRB, and the other parties to the Second Case  
who are represented by the undersigned counsel of record reserve their rights to appeal from, and intend to appeal from,  
various orders and decisions entered in the Second Case—once the Second Case is finally resolved.

28 <sup>3</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

<sup>4</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

- Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, filed on June 8, 2021, notice of entry of which was filed on June 8, 2021;<sup>5</sup>
- Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) for Leave to Take Caesars NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green, filed on February 4, 2021, notice of entry of which was filed on February 4, 2021;
- Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss, filed on June 15, 2017, notice of entry of which was filed on June 16, 2017; and
- Order Denying Plaintiff's Motion for Preliminary Injunction, filed on April 12, 2017, notice of entry of which was filed on April 13, 2017.

DATED this 24<sup>th</sup> day of June, 2022.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

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---

<sup>5</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 24<sup>th</sup> day of June, 2022, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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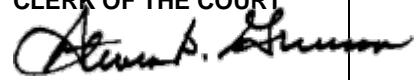
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/s/ Susan Russo  
Employee of BAILEY ♦ KENNEDY



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

**CASE APPEAL STATEMENT**

**1. NAME OF APPELLANT(S) FILING THIS CASE APPEAL STATEMENT:**

Rowen Seibel (“Mr. Seibel”) and GR Burgr, LLC (“GRB”) (together, “Appellants”).<sup>1</sup>

**2. IDENTIFY THE JUDGE ISSUING THE DECISION, JUDGMENT, OR ORDER APPEALED FROM:**

The Honorable Timothy C. Williams, Department 16 of the Eighth Judicial District Court, Clark County, Nevada, and the Honorable Joseph Hardy, Department 15 of the Eighth Judicial District Court, Clark County, Nevada.<sup>2</sup>

**3. IDENTIFY EACH APPELLANT AND THE NAME AND ADDRESS OF COUNSEL FOR EACH APPELLANT:**

Counsel for Appellants:

John R. Bailey (NV Bar No. 0137)  
Dennis L. Kennedy (NV Bar No. 1462)  
Joshua P. Gilmore (NV Bar No. 11576)  
Paul C. Williams (NV Bar No. 12524)  
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**4. IDENTIFY EACH RESPONDENT AND THE NAME AND ADDRESS OF APPELLATE COUNSEL, IF KNOWN, FOR EACH RESPONDENT (IF THE NAME OF A RESPONDENT’S APPELLATE COUNSEL IS UNKNOWN, INDICATE AS MUCH AND PROVIDE THE NAME AND ADDRESS OF THAT RESPONDENT’S TRIAL COUNSEL):**

Counsel for Respondent, PHWL V, LLC (“PHWL V”):

James J. Pisanelli (NV Bar No. 4027)  
Debra L. Spinelli (NV Bar No. 9695 )  
M. Magali Mercera (NV Bar No. 11742)  
**PISANELLI BICE PLLC**  
400 South 7<sup>th</sup> Street, Suite 300  
Las Vegas, Nevada 89101

<sup>1</sup> GRB was formed as a Delaware limited liability company in 2012. GRB was judicially dissolved in 2018, and a certificate of cancellation was filed in 2021. Notwithstanding, because the claims in this matter were initially filed by Mr. Seibel derivatively on behalf of GRB, and then judicially assigned to Mr. Seibel pursuant to a proceeding in the Delaware Court of Chancery, this notice of appeal is being filed on behalf of Mr. Seibel *and GRB* as a matter of caution.

<sup>2</sup> This case was initially before Judge Hardy and then transferred to Judge Williams.

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Counsel for Respondent, Gordon Ramsay ("Mr. Ramsay"):

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Geenamarie Carucci (NV Bar No. 15393)  
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5. **INDICATE WHETHER ANY ATTORNEY IDENTIFIED ABOVE IN RESPONSE TO QUESTION 3 OR 4 IS NOT LICENSED TO PRACTICE LAW IN NEVADA AND, IF SO, WHETHER THE DISTRICT COURT GRANTED THE ATTORNEY PERMISSION TO APPEAR UNDER SCR 42 (ATTACH A COPY OF ANY DISTRICT COURT ORDER GRANTING SUCH PERMISSION):**

N/A.

6. **INDICATE WHETHER APPELLANT WAS REPRESENTED BY APPOINTED OR RETAINED COUNSEL IN THE DISTRICT COURT:**

Appellants were represented by retained counsel in the District Court.

7. **INDICATE WHETHER APPELLANT IS REPRESENTED BY APPOINTED OR RETAINED COUNSEL ON APPEAL:**

Appellants are represented by retained counsel on appeal.

8. **INDICATE WHETHER APPELLANT WAS GRANTED LEAVE TO PROCEED IN FORMA PAUPERIS, AND THE DATE OF ENTRY OF THE DISTRICT COURT ORDER GRANTING SUCH LEAVE:**

Appellants have not moved for leave to proceed in forma pauperis.

9. **INDICATE THE DATE THE PROCEEDINGS COMMENCED IN THE DISTRICT COURT (E.G., DATE COMPLAINT, INDICTMENT, INFORMATION, OR PETITION WAS FILED):**

This case commenced in the District Court on February 28, 2017, when the initial complaint was filed.

1     **10. PROVIDE A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND**  
2     **RESULT IN THE DISTRICT COURT, INCLUDING THE TYPE OF JUDGMENT**  
3     **OR ORDER BEING APPEALED AND THE RELIEF GRANTED BY THE**  
4     **DISTRICT COURT:**

5             This is a civil action related to a restaurant at the Planet Hollywood Las Vegas Resort &  
6     Casino known as Gordon Ramsay Burger f/k/a BurGR Gordon Ramsay (the “Burger Restaurant”).  
7     In December 2012, GRB entered into a Development, Operation, and License Agreement with  
8     PHWLV and Mr. Ramsay related to the Burger Restaurant (the “Agreement”), in which GRB  
9     granted certain rights to PHWLV to utilize intellectual property for a causal, gourmet, burger-centric  
10    restaurant in exchange for a percentage of gross sales of the Burger Restaurant. In September 2016,  
11    PHWLV terminated the Agreement prior to the end of its term upon finding that Mr. Seibel, a  
12    member and Manager of GRB, was unsuitable as a result of an unrelated felony conviction.

13            In February 2017, Mr. Seibel initiated this action, derivatively on behalf of GRB, by filing a  
14    Verified Complaint against PHWLV and Mr. Ramsay, asserting claims for breach of contract,  
15    contractual breach of the implied covenant of good faith and fair dealing, unjust enrichment, and  
16    civil conspiracy. Mr. Seibel requested damages and other forms of relief arising out of and relating  
17    to PHWLV’s termination of the Agreement.

18            In April 2017, the District Court entered an order denying a motion filed by Mr. Seibel on  
19    behalf of GRB, seeking to enjoin PHWLV from terminating the Agreement or, in the alternative,  
20    from continuing to utilize GRB’s intellectual property as part of operating the Burger Restaurant.

21            In June 2017, the District Court entered an order granting, in part, and denying, in part,  
22    PHWLV’s motion to dismiss, finding that certain claims were allegedly barred by the Agreement.  
23    That same month, Mr. Seibel, on behalf of GRB, filed his First Amended Verified Complaint.

24            In July 2017, PHWLV and Mr. Ramsay filed their Answers to the First Amended Verified  
25    Complaint. PHWLV also filed Counterclaims against Mr. Seibel for fraudulent concealment and  
26    civil conspiracy. PHWLV requested damages related to rebranding the Burger Restaurant.

27            In August 2017, while this matter, Case No. A-17-751759-B (the “First Case”), was pending,  
28    PHWLV, together with Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company,  
  LLC (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC,” and



1 together with PHWLTV, Caesars Palace, and Paris, “Caesars”), initiated a separate action, Case No.  
2 A-17-760537-B (the “Second Case”), against Mr. Seibel, GRB, J. Jeffrey Frederick (“Mr.  
3 Frederick”), and the following entities: Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti  
4 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV  
5 Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”);  
6 FERG 16, LLC (“FERG 16”); and DNT Acquisition LLC (“DNT”).<sup>3</sup> Caesars asserted claims  
7 against Mr. Seibel and the Development Entities for declaratory relief, including with respect to the  
8 Agreement.<sup>4</sup> In February 2018, the Second Case was consolidated with the First Case.

9 During discovery, the District Court made certain rulings on discovery motions related to the  
10 First Case that were erroneous and constituted an abuse of discretion.

11 In March 2021, an order was entered in a proceeding in Delaware involving GRB, assigning  
12 to Mr. Seibel those claims for damages asserted by GRB against PHWLTV and Mr. Ramsay in the  
13 First Case.

14 In May 2022, the District Court entered orders granting motions for summary judgment filed  
15 by PHWLTV and Mr. Ramsay in the First Case. Specifically, the District Court entered summary  
16 judgment in favor of PHWLTV and Mr. Ramsay on all four claims asserted by Mr. Seibel, on behalf  
17 of GRB, against PHWLTV and Mr. Ramsay. The District Court also entered summary judgment in  
18 favor of PHWLTV on its two counterclaims asserted against Mr. Seibel. In doing so, the District  
19 Court finally resolved all claims and counterclaims in the First Case.<sup>5</sup>

20 ///

21 ///

22 \_\_\_\_\_  
23 <sup>3</sup> GRB, Moti, Moti 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and DNT are referred to as the  
“Development Entities.”

24 <sup>4</sup> In July 2018, DNT, LLTQ, LLTQ 16, FERG, and FERG 16 asserted counterclaims against Caesars for breach  
of contract and accountings. In October 2018, an order was entered permitting The Original Homestead Restaurant, Inc.  
25 (“OHR”) to intervene in the Second Case, to assert a claim for declaratory relief against Caesars Palace. In March 2020,  
Caesars amended its Complaint in the Second Case to add coercive claims for relief against Mr. Seibel, the Development  
26 Entities, and Craig Green (“Mr. Green”).

27 <sup>5</sup> Although summary judgment was also entered in the Second Case in favor of Caesars against the Development  
Entities with respect to Caesars’ claims for declaratory relief and certain of the Development Entities’ counterclaims for  
breach of contract and accountings, the order did not address Caesars’ claims for coercive relief, which remain pending,  
28 and therefore, is interlocutory in nature.

Appellants now appeal from the following orders and decisions entered in the First Case:<sup>6</sup>

- (a) Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2, filed on May 31, 2021, notice of entry of which was filed on June 3, 2022;
- (b) Findings of Fact, Conclusions of Law, and Order Granting Gordon Ramsay's Motion for Summary Judgment, filed on May 25, 2022, notice of entry of which was filed on June 2, 2022;
- (c) Order Granting in Part, and Denying in Part, the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021 Minute Order Containing Privileged Attorney-Client Communications, filed on November, 3, 2021, notice of entry of which was filed on November 3, 2021;<sup>7</sup>
- (d) Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, filed on October 28, 2021, notice of entry of which was filed on October 28, 2021;<sup>8</sup>
- (e) Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, filed on June 8, 2021, notice of entry of which was filed on June 8, 2021;<sup>9</sup>

---

<sup>6</sup> In *Matter of Estate of Sarge*, 134 Nev. 866, 432 P.3d 718 (2018), the Nevada Supreme Court held that an order "finally resolving a constituent consolidated case is immediately appealable as a final judgment even where the other constituent case or cases remain pending." *Id.* at 866, 432 P.3d at 720. Here, the First Case is finally resolved, such that orders and decisions entered in it are immediately appealable even though the Second Case remains pending, such that any orders and decisions entered in it remain interlocutory in nature. Messrs. Seibel and Green and the Development Entities hereby reserve their rights to appeal from, and intend to appeal from, various orders and decisions entered in the Second Case—once the Second Case is finally resolved.

<sup>7</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

<sup>8</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

<sup>9</sup> This order is the subject of a writ proceeding pending before the Nevada Supreme Court, Case No. 83723.

- 1 (f) Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's  
2 Motion: (1) for Leave to Take Caesars NRCP 30(b)(6) Depositions; and (2) to  
3 Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting  
4 Caesars' Countermotion for Protective Order and for Leave to Take Limited  
5 Deposition of Craig Green, filed on February 4, 2021, notice of entry of which was  
6 filed on February 4, 2021;
- 7 (g) Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss,  
8 filed on June 15, 2017, notice of entry of which was filed on June 16, 2017; and
- 9 (h) Order Denying Plaintiff's Motion for Preliminary Injunction, filed on April 12, 2017,  
10 notice of entry of which was filed on April 13, 2017.

11 **11. INDICATE WHETHER THE CASE HAS PREVIOUSLY BEEN THE SUBJECT OF**  
12 **AN APPEAL TO OR ORIGINAL WRIT PROCEEDING IN THE SUPREME COURT**  
13 **AND, IF SO, THE CAPTION AND SUPREME COURT DOCKET NUMBER OF THE**  
14 **PRIOR PROCEEDING:**

14 This case has been the subject of the following original writ proceedings:

- 15 (a) Petition for Extraordinary Writ Relief, Case No. 82488, filed by Petitioners Moti  
16 Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises  
17 16, LLC, TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG  
18 16, LLC; and R Squared Global Solutions, LLC, Derivatively on Behalf of DNT  
19 Acquisition LLC;
- 20 (b) Petition for Extraordinary Writ Relief, Case No. 83071, filed by Petitioners Rowen  
21 Seibel; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ  
22 Enterprises 16, LLC, TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG,  
23 LLC; FERG 16, LLC; R Squared Global Solutions, LLC, Derivatively on Behalf of  
24 DNT Acquisition LLC; GR Burger, LLC; and Craig Green; and
- 25 (c) Petition for Extraordinary Writ Relief, Case No. 83723, filed by Petitioners Rowen  
26 Seibel; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ  
27 Enterprises 16, LLC, TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG,  
28

LLC; FERG 16, LLC; R Squared Global Solutions, LLC, Derivatively on Behalf of  
DNT Acquisition LLC; GR Burger, LLC; and Craig Green.

**12. INDICATE WHETHER THIS APPEAL INVOLVES CHILD CUSTODY OR  
VISITATION:**

This appeal does not involve child custody or visitation.

**13. IF THIS IS A CIVIL CASE, INDICATE WHETHER THIS APPEAL INVOLVES  
THE POSSIBILITY OF SETTLEMENT:**

This is a civil case and involves the possibility of settlement.

DATED this 24<sup>th</sup> day of June, 2022.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

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

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

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 24<sup>th</sup> day of June, 2022, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI  
DEBRA L. SPINELLI  
M. MAGALI MERCERA  
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*Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWLV, LLC; and Boardwalk Regency Corporation*

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*Attorneys for Defendant Gordon Ramsay*

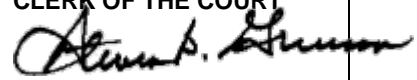
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/s/ Susan Russo  
Employee of BAILEY ♦ KENNEDY



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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

\_\_\_\_\_  
AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**ROWEN SEIBEL AND GR BURGR, LLC'S  
NOTICE OF FILING COST BOND**

1 NOTICE IS HEREBY GIVEN that pursuant to NRAP 7, Rowen Seibel (“Mr. Seibel”) and  
2 GR Burgr, LLC (“GRB”) (together, “Appellants”) posted a bond with the Clark County District  
3 Court in the amount of \$500.00 for costs on appeal.

4 A true and correct copy of the \$500.00 check for costs on appeal is attached as Exhibit A.

5 DATED this 24<sup>th</sup> day of June, 2022.

6 BAILEY ♦ KENNEDY

7 By: /s/ Joshua P. Gilmore

8 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

9 PAUL C. WILLIAMS

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

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 24<sup>th</sup> day of June, 2022, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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DEBRA L. SPINELLI  
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*Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation*

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

/s/ Susan Russo  
Employee of BAILEY ♦ KENNEDY



**EXHIBIT A**

**EXHIBIT A**

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**BAILEY KENNEDY, LLP**  
**GENERAL ACCOUNT**  
8984 SPANISH RIDGE AVENUE  
Las Vegas, NV 89148-1302  
(702) 562-8820

**BANK OF GEORGE**  
9115 WEST RUSSELL ROAD, #110  
LAS VEGAS, NV 89148  
94-236/1224

27370

6/24/2022

PAY TO THE  
ORDER OF

**Clark County District Court**

\$ 500.00

**Five Hundred & No/100 Dollars**

DOLLARS

Clark County District Court  
200 Lewis Avenue  
Las Vegas, NV 86155-1601

MEMO

Cost Bond - A-17-751759-B, Seibel v. PHWLV, LLC

AUTHORIZED SIGNATURE



MP

⑈027370⑈ ⑆122402366⑆ 1020201131⑈

BAILEY KENNEDY, LLP GENERAL ACCOUNT

27370

6/24/2022 Clark County District Court

Invoice Date	Invoice No.	Description	Matter ID	Amount
6/24/2022	220624	Cost Bond	11522-001	500.00

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-17-751759-B**

**Rowen Seibel, Plaintiff(s)**  
**vs.**  
**PHWLV LLC, Defendant(s)**

§  
§  
§  
§  
§

Location: **Department 16**  
 Judicial Officer: **Williams, Timothy C.**  
 Filed on: **02/28/2017**  
 Case Number History:  
 Cross-Reference Case Number: **A751759**

**CASE INFORMATION**

**Related Cases**  
 A-17-760537-B (Consolidated)

Case Type: **Other Business Court Matters**

Case Status: **02/28/2017 Open**

**DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number	A-17-751759-B
Court	Department 16
Date Assigned	07/05/2018
Judicial Officer	Williams, Timothy C.

**PARTY INFORMATION**

<b>Plaintiff</b>	<b>GR BURGR LLC</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>Seibel, Rowen</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
<b>Defendant</b>	<b>DNT Acquisition LLC</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>DNT ACQUISITION LLC</b> Removed: 02/22/2018 Data Entry Error	
	<b>DNT ACQUISITION LLC</b> Removed: 02/22/2018 Data Entry Error	
	<b>FERG 16, LLC</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>FERG, LLC</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>Green, Craig</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>LLTQ Enterprises 16, LLC</b>	<b>Bailey, John R</b> <i>Retained</i> 702-562-8820(W)
	<b>LLTQ Enterprises, LLC</b>	<b>Bailey, John R</b> <i>Retained</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

702-562-8820(W)

**LLTQ Enterprises, LLC**  
Removed: 02/22/2018  
Data Entry Error

**LLTQ Enterprises, LLC**  
Removed: 02/22/2018  
Data Entry Error

**LLTQ Enterprises, LLC**  
Removed: 02/22/2018  
Data Entry Error

**LLTQ Enterprises, LLC**  
Removed: 02/22/2018  
Data Entry Error

**MOTI Partners 16 LLC**

**Bailey, John R**  
*Retained*  
702-562-8820(W)

**MOTI Partners LLC**

**Bailey, John R**  
*Retained*  
702-562-8820(W)

**MOTI PARTNERS, LLC**  
Removed: 02/22/2018  
Data Entry Error

**MOTI PARTNERS, LLC**  
Removed: 02/22/2018  
Data Entry Error

**MOTI PARTNERS, LLC**  
Removed: 02/22/2018  
Data Entry Error

**PHWLV LLC**

**Pisanelli, James J**  
*Retained*  
702-214-2100(W)

**Ramsay, Gordon**

**Tennert, John D.**  
*Retained*  
775-788-2200(W)

**TPOV Enterprises 16, LLC**

**Bailey, John R**  
*Retained*  
702-562-8820(W)

**TPOV Enterprises, LLC**

**Bailey, John R**  
*Retained*  
702-562-8820(W)

**Consolidated Case  
Party**

**Boardwalk Regency Corporation**

**Pisanelli, James J**  
*Retained*  
702-214-2100(W)

**Desert Palace Inc**

**Pisanelli, James J**  
*Retained*  
702-214-2100(W)

**Frederick, J. Jeffrey**  
Removed: 08/28/2019  
Dismissed

**Paris Las Vegas Operating Company LLC**

**Pisanelli, James J**  
*Retained*  
702-214-2100(W)

**CASE SUMMARY****CASE NO. A-17-751759-B****PHWLV LLC**

**Counter Claimant**    **DNT Acquisition LLC**  
                                  Removed: 07/06/2018  
                                  Data Entry Error

**Bailey, John R**  
                                  *Retained*  
 702-562-8820(W)

**PHWLV LLC**

**Pisanelli, James J**  
                                  *Retained*  
 702-214-2100(W)

**R Squared Global Solutions, LLC**

**Bailey, John R**  
                                  *Retained*  
 702-562-8820(W)

**Counter Defendant**    **Seibel, Rowen**








**Bailey, John R**  
                                  *Retained*  
 702-562-8820(W)

**Intervenor Defendant**    **Desert Palace Inc**  
                                  Removed: 06/02/2022  
                                  Dismissed

**Intervenor Plaintiff**    **Original Homestead Restaurant Inc**  
                                  Removed: 06/02/2022  
                                  Dismissed













**Other Plaintiff**    **GR BURGR LLC**

**Bailey, John R**  
                                  *Retained*  
 702-562-8820(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<b><u>EVENTS</u></b>	
02/28/2017	 Complaint (Business Court) Filed By: Counter Defendant Seibel, Rowen <i>[1] Verified Complaint and Demand for Jury Trial</i>	
02/28/2017	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Seibel, Rowen <i>[2] Initial Appearance Fee Disclosure</i>	
02/28/2017	Other Civil Matters	
03/06/2017	 Appendix Filed By: Counter Defendant Seibel, Rowen <i>[4] Appendix of Exhibits in support of Motion for Preliminary Injunction</i>	
03/06/2017	 Motion for Preliminary Injunction Filed By: Counter Defendant Seibel, Rowen <i>[3] (Please See Errata Filed on 3/7/2017 ) Motion for Preliminary Injunction on Order Shortening Time</i>	
03/07/2017	 Errata Filed By: Counter Defendant Seibel, Rowen <i>[5] Errata to Plaintiff's Motion for Preliminary Injunction</i>	
03/17/2017	 Opposition to Motion Filed By: Defendant Ramsay, Gordon <i>[6] Defendant Gordon Ramsay's Opposition to Motion for Preliminary Injunction</i>	
03/17/2017	 Initial Appearance Fee Disclosure	














**CASE SUMMARY**

**CASE NO. A-17-751759-B**

	<p>Filed By: Defendant Ramsay, Gordon <i>[7] Initial Appearance Fee Disclosure</i></p>
03/17/2017	<p> Opposition to Motion Filed By: Counter Claimant PHWLTV LLC <i>[9] Planet Hollywood's Opposition to Plaintiff's Motion for Preliminary Injunction</i></p>
03/20/2017	<p> Initial Appearance Fee Disclosure Filed By: Counter Claimant PHWLTV LLC <i>[10] Initial Appearance Fee Disclosure (NRS Chapter 19)</i></p>
03/20/2017	<p> Appendix Filed By: Defendant Ramsay, Gordon <i>[8] Appendix to Defendant Gordon Ramsay's Opposition to Plaintiff's Motion for Preliminary Injunction</i></p>
03/21/2017	<p> Reply in Support Filed By: Counter Defendant Seibel, Rowen <i>[11] Omnibus Reply in Support of Plaintiff's Motion on Order Shortening Time for a Preliminary Injunction</i></p>
04/03/2017	<p> Transcript of Proceedings <i>[12] Transcript of Proceedings, Plaintiff Seibel's Motion for Preliminary Injunction on Order Shortening Time, March 22, 2017</i></p>
04/07/2017	<p> Disclosure Statement Party: Defendant Ramsay, Gordon <i>[15] Defendant Gordon Ramsay's Disclosure Statement Pursuant to NRCP 7.1</i></p>
04/07/2017	<p> Motion to Dismiss Filed By: Counter Claimant PHWLTV LLC <i>[13] Planet Hollywood's Motion to Dismiss Plaintiff's Claims</i></p>
04/07/2017	<p> Joinder To Motion Filed By: Defendant Ramsay, Gordon <i>[14] Defendant Gordon Ramsay's Joinder to PHWLTV, LLC's Motion to Dismiss Plaintiff's Claims</i></p>
04/12/2017	<p> Order Denying Motion Filed By: Counter Claimant PHWLTV LLC <i>[16] Order Denying Plaintiff's Motion for Preliminary Injunction</i></p>
04/13/2017	<p> Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC <i>[17] Notice of Entry of Order Denying Plaintiff's Motion for Preliminary Injunction</i></p>
04/24/2017	<p> Opposition Filed By: Counter Defendant Seibel, Rowen <i>[18] Plaintiff's Opposition to Planet Hollywood's Partial Motion to Dismiss</i></p>
04/25/2017	<p> Demand for Jury Trial Filed By: Counter Defendant Seibel, Rowen <i>[21] Plaintiff's Demand for Jury Trial</i></p>
04/25/2017	

# CASE SUMMARY

CASE NO. A-17-751759-B

	 Stipulation and Order Filed by: Counter Claimant PHWLTV LLC <i>[19] Stipulation and Order to Continue Hearing</i>
04/26/2017	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[20] Notice of Entry of Stipulation and Order to Continue Hearing</i>
05/10/2017	 Reply in Support Filed By: Defendant Ramsay, Gordon <i>[22] Defendant Gordon Ramsay's Reply in Support of Joinder to PHWLTV LLC's Motion to Dismiss Plaintiff's Claims</i>
05/10/2017	 Reply in Support Filed By: Counter Claimant PHWLTV LLC <i>[23] Reply in Support of Planet Hollywood's Motion to Dismiss Plaintiff's Claims</i>
06/15/2017	 Order Granting Filed By: Counter Claimant PHWLTV LLC <i>[24] Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss</i>
06/16/2017	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC <i>[25] Notice of Entry of Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss</i>
06/28/2017	 First Amended Complaint Filed By: Counter Defendant Seibel, Rowen <i>[26] First Amended Verified Complaint</i>
07/21/2017	 Answer to Amended Complaint Filed By: Defendant Ramsay, Gordon <i>[27] Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint</i>
07/21/2017	 Answer and Counterclaim Filed By: Counter Claimant PHWLTV LLC <i>[28] Answer to First Amended Complaint and Counterclaim - PHWLTV LLC (Planet Hollywood)</i>
07/28/2017	 Business Court Order <i>[29] Business Court Order</i>
08/21/2017	 Notice Filed By: Counter Claimant PHWLTV LLC <i>[30] Notice of Compliance</i>
08/21/2017	 Notice of Compliance Party: Defendant Ramsay, Gordon <i>[31] Defendant Gordon Ramsay's Notice of Compliance with Business Court Order Filed July 28, 2017</i>
08/22/2017	 Notice of Compliance Party: Counter Defendant Seibel, Rowen

# CASE SUMMARY

CASE NO. A-17-751759-B

[32] Plaintiff's Notice of Compliance

08/25/2017



Reply

Filed by: Counter Defendant Seibel, Rowen

[33] Plaintiff's Reply to Defendant PHWLTV, LLC's Counterclaims

08/25/2017



Motion to Associate Counsel

Filed By: Counter Defendant Seibel, Rowen

[34] Motion to Associate Counsel

09/01/2017



Business Court Order

[35] Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Calendar Call

09/13/2017



Joint Case Conference Report

Filed By: Counter Defendant Seibel, Rowen

[36] Joint Case Conference Report

09/18/2017



Motion for Summary Judgment

Filed By: Counter Defendant Seibel, Rowen

[37] (Vacated 3/7/18) Plaintiff's Motion For Partial Summary Judgment Concerning (1) The Payment Of The License Fee Through March 31, 2017, And (2) The Breach Of 14.21 Of The Development Agreement

09/27/2017



Order

Filed By: Counter Defendant Seibel, Rowen

[38] Order Admitting to Practice

09/28/2017



Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen

[39] Notice of Entry of Order

10/05/2017



Opposition to Motion For Summary Judgment

Filed By: Counter Claimant PHWLTV LLC

[40] PHWLTV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment Concerning (1) the Payment of the License Fee Through March 31, 2017, and (2) the Breach of 14.21 of the Development Agreement

10/05/2017



Request for Judicial Notice

Filed By: Counter Claimant PHWLTV LLC

[41] Request for Judicial Notice

10/05/2017



Objection

Filed By: Counter Claimant PHWLTV LLC

[42] PHWLTV, LLC's Objection to Evidence Offered in Support of Plaintiff's Motion for Partial Summary Judgment Concerning (1) the Payment of the License Fee Through March 31, 2017, and (2) the Breach of 14.21 of the Development Agreement

10/06/2017



Opposition to Motion

Filed By: Defendant Ramsay, Gordon

[43] Defendant Gordon Ramsay's Opposition to Plaintiff's Motion for Partial Summary Judgment Concerning (1) the Payment of the License Fee Through March 31, 2017, and (2) the Breach of 14.21 of the Development Agreement

10/06/2017














Opposition to Motion



# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Filed By: Defendant Ramsay, Gordon  <i>[44] Defendant Gordon Ramsay's Amended Opposition to Plaintiff's Motion for Partial Summary Judgment Concerning (1) the Payment of the License Fee Through March 31, 2017 and (2) The Breach of 14.21 of the Development Agreement</i></p>
10/06/2017	<p> Notice of Change of Firm Name            Filed By: Counter Defendant Seibel, Rowen  <i>[45] Notice of Firm Name Change</i></p>
10/17/2017	<p> Reply in Support            Filed By: Counter Defendant Seibel, Rowen  <i>[46] Reply in Support of Plaintiffs Motion for Partial Summary Judgment Concerning (1) The Payment of the License fee Through March 31, 2017 and (2) The Breach of 14.21 of the Development Agreement</i></p>
10/23/2017	<p> Stipulation and Order            Filed by: Counter Defendant Seibel, Rowen  <i>[47] Stipulation and Order to Continue Hearing on Plaintiff's Motion for Partial Summary Judgment</i></p>
10/24/2017	<p> Notice of Entry of Stipulation and Order            Filed By: Counter Defendant Seibel, Rowen  <i>[48] A-17-751759-B</i></p>
02/09/2018	<p> Stipulation and Order            Filed by: Counter Claimant PHWL V LLC  <i>[49] Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-17-751759-B</i></p>
02/13/2018	<p> Notice of Entry of Stipulation and Order            Filed By: Counter Claimant PHWL V LLC  <i>[50] Notice of Entry of Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-17-751759-B</i></p>
02/22/2018	<p> Motion to Dismiss  <i>[51] Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC</i></p>
02/22/2018	<p> Motion to Dismiss            Filed By: Counter Defendant Seibel, Rowen  <i>[52] Defendant Rowen Seibel's Motion to Dismiss Plaintiffs Claims</i></p>
02/22/2018	<p> Motion to Dismiss            Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC  <i>[53] Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs Claims</i></p>
02/22/2018	<p> Motion to Dismiss            Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC  <i>[54] Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants</i></p>
02/22/2018	<p> Appendix            Filed By: Defendant DNT Acquisition LLC  <i>[55] Appendix of Exhibits in Support of Motion to Dismiss or, In the Alternative, to Stay</i></p>

# CASE SUMMARY

CASE NO. A-17-751759-B

*Claims Asserted Against Defendant DNT Aquisition, LLC Volume I*

02/22/2018



Appendix

Filed By: Defendant DNT ACQUISITION LLC

*[56] Appendix of Exhibits in Support of Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against Defendant DNT Aquisition, LLC Volume II*

02/22/2018



Appendix

Filed By: Defendant MOTI Partners LLC

*[57] Appendix of Exhibits in Support of Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against Moti Moti Defendants Volume I*

02/22/2018



Appendix

Filed By: Defendant MOTI PARTNERS, LLC

*[58] Appendix of Exhibits In Support of Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against Moti Defendants Volume III*

02/22/2018



Appendix

Filed By: Defendant LLTQ Enterprises, LLC

*[59] Appendix of Exhibits In Support Of Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants Volume II*

02/22/2018



Appendix

Filed By: Defendant LLTQ Enterprises, LLC

*[60] Appendix of Exhibits In Support of Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants Volume IV*

02/22/2018



Appendix

*[61] Appendix of Exhibits in Support of Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against Moti Defendants Volume II*

02/22/2018



Appendix

Filed By: Defendant LLTQ Enterprises, LLC

*[62] Appendix of Exhibits in Support of Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against LLTQ/Ferg Defendants-Volume III*

02/22/2018



Motion to Dismiss

Filed By: Defendant MOTI PARTNERS, LLC; Defendant MOTI Partners 16 LLC

*[63] Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against Moti Defendants*

02/22/2018



Appendix

Filed By: Defendant LLTQ Enterprises, LLC

*[64] Appendix of Exhibits in Support of Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against LLTQ/Ferg Defendants- Volume I*

02/23/2018



Notice of Appearance

*[65] Notice of Appearance for Defendant J. Jeffrey Frederick*

03/07/2018



Order

Filed By: Counter Claimant PHWLVC LLC

*[66] Order Vacating Plaintiff's Motion for Partial Summary Judgment*

03/08/2018














Notice of Entry of Order

Filed By: Counter Claimant PHWLVC LLC

# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>[67] Notice of Entry of Order Vacating Plaintiff's Motion for Partial Summary Judgment</i>
03/12/2018	 Opposition to Motion to Dismiss Filed By: Counter Claimant PHWLV LLC <i>[68] Plaintiffs' Combined Opposition to Certain Defendants' Motions to Dismiss</i>
03/12/2018	 Appendix Filed By: Counter Claimant PHWLV LLC <i>[69] Appendix of Exhibits in Support of Plaintiffs' Combined Opposition to Certain Defendants' Motions to Dismiss</i>
03/19/2018	 Stipulation and Order Filed by: Counter Defendant Seibel, Rowen <i>[70] Stipulation and Order to Continue Status Check to April 4, 2018</i>
03/20/2018	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant Seibel, Rowen <i>[71] Notice of Entry of Stipulation and Order</i>
03/27/2018	 Motion to Associate Counsel Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI PARTNERS, LLC; Defendant MOTI Partners 16 LLC <i>[72] Motion to Associate Nathan Rugg</i>
03/27/2018	 Motion to Associate Counsel Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI PARTNERS, LLC; Defendant MOTI Partners 16 LLC <i>[73] Motion to Associate Steven Chaiken</i>
03/28/2018	 Appendix Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI PARTNERS, LLC; Defendant MOTI Partners 16 LLC <i>[74] Appendix of Exhibits In Support of Reply In Support of Amended Motion to Dismiss or, In the Alternative, to Stay Claims Asserted Against LLTQ/FERG and Moti Defendants</i>
03/28/2018	 Reply Filed by: Counter Defendant Seibel, Rowen <i>[75] Defendant Rowen Seibel's Reply in Further Support of His Motion to Dismiss Plaintiffs' Claims</i>
03/28/2018	 Reply Filed by: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC <i>[76] Defedants Troy Enterprises, LLC and Troy Enterprises 16, LLC Reply Memorandum of Law in Further Support of Motion to Dimiss, or, in the Alternative to Stay</i>
03/28/2018	 Reply in Support Filed By: Defendant DNT ACQUISITION LLC <i>[77] Defendants DNT Acquisition, LLC Reply Memorandum of Law in Further Support of Motion to Dismiss, or, in the Alternative to Stay</i>
03/28/2018	 Reply Filed by: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI PARTNERS,

# CASE SUMMARY

CASE NO. A-17-751759-B

LLC; Defendant MOTI Partners 16 LLC

*[78] Reply in Support of Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against LLTQ/FERG and MOTI Defendants*

04/03/2018



Stipulation and Order

Filed by: Counter Claimant PHWLVC LLC

*[79] Stipulation and Proposed Order to Continue Hearings on Motions to Dismiss*

04/03/2018



Stipulation and Order to Extend Discovery Deadlines

Filed By: Counter Claimant PHWLVC LLC

*[80] Stipulation and Proposed Order to Extend Discovery Deadlines*

04/04/2018



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLVC LLC

*[81] Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)*

04/04/2018



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLVC LLC

*[82] Notice of Entry of Stipulation and Order to Continue Hearings on Motions to Dismiss*

04/10/2018



Motion to Associate Counsel

Filed By: Counter Claimant PHWLVC LLC

*[83] Motion to Associate Counsel Jeffrey John Zeiger, Esq.; Ex Parte Application for Order Shortening Time*

04/11/2018



Motion to Associate Counsel

Filed By: Counter Claimant PHWLVC LLC

*[84] Motion to Associate Counsel William Edward Arnault, IV, Esq.*

04/24/2018



Order Granting Motion

Filed By: Counter Claimant PHWLVC LLC

*[85] (A751759, A760537) Order Granting Motion to Associate Counsel Jeffrey John Zeiger, Esq.*

04/25/2018



Notice of Entry of Order

Filed By: Counter Claimant PHWLVC LLC

*[86] Notice of Entry of Order Granting Motion to Associate Counsel Jeffrey John Zeiger, Esq.*

05/02/2018



Order

Filed By: Counter Defendant Seibel, Rowen

*[87] Order Admitting to Practice - Nathan Rugg*

05/02/2018



Order

Filed By: Counter Defendant Seibel, Rowen

*[88] Order Admitting to Practice - Steven Chaiken*

05/02/2018



Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen

*[89] Notice of Entry of Order*

05/02/2018



Notice of Entry of Order












Filed By: Counter Defendant Seibel, Rowen

*[90] Notice of Entry of Order*

05/03/2018














# CASE SUMMARY

CASE NO. A-17-751759-B

	 Notice of Non Opposition Filed By: Counter Claimant PHWLTV LLC <i>[91] Notice of Non-Opposition to Motion to Associate Counsel William Edward Arnault, IV, Esq.</i>
06/01/2018	 Order Granting Motion Filed By: Counter Claimant PHWLTV LLC <i>[92] Order Granting Motion to Associate Counsel William Edward Arnault, IV, Esq.</i>
06/01/2018	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC <i>[93] Notice of Entry of Order Granting Motion to Associate Counsel William Edward Arnault, IV, Esq.</i>
06/01/2018	 Order Denying Motion Filed By: Counter Claimant PHWLTV LLC <i>[94] Order Denying, without Prejudice, (1) Defendant Rowen Seibel's Motion to Dismiss Plaintiffs' Claims; (2) Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs Claims; (3) Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC; (4) Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants; and (5) Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against MOTI Defendants</i>
06/04/2018	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC <i>[95] Notice of Entry of Order Denying, without Prejudice, (1) Defendants Rowen Seibel's Motion to Dismiss Plaintiffs' Claims; (2) Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs Claims; (3) Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC; (4) Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants; and (5) Amended Motion to Dismiss or, in the Alternative, to Stay Claims Asserted Against MOTI Defendants</i>
06/18/2018	 Notice Filed By: Counter Defendant Seibel, Rowen <i>[96] Notice of Petition for Writ of Mandamus or Prohibition</i>
06/18/2018	 Motion to Stay Filed By: Counter Defendant Seibel, Rowen <i>[97] Defendants Motion To Stay All Proceedings In The District Court Pending A Decision On Their Petition For A Writ Of Mandamus Or Prohibition</i>
06/20/2018	 Errata Filed By: Counter Defendant Seibel, Rowen <i>[98] Errata to Defendant's Motion to Stay All Proceedings In the District Court Pending A Decision on thier Petition for A Writ of Mandamus or Prohibition</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[99] Notice of Intent to Take Default of Defendant Rowen Seibel</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[100] Notice of Intent to Take Default of Defendant LLTQ Enterprises, LLC</i>
06/25/2018	 Notice of Intent to Take Default













# CASE SUMMARY

CASE NO. A-17-751759-B

	Party: Counter Claimant PHWLTV LLC <i>[101] Notice of Intent to Take Default of Defendant LLTQ Enterprises 16, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[102] Notice of Intent to Take Default of Defendant FERG, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[103] Notice of Intent to Take Default of Defendant FERG 16, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[104] Notice of Intent to Take Default of Defendant MOTI Partners, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[105] Notice of Intent to Take Default of Defendant MOTI Partners 16, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[106] Notice of Intent to Take Default of Defendant TPOV Enterprises, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[107] Notice of Intent to Take Default of Defendant TPOV Enterprises 16, LLC</i>
06/25/2018	 Notice of Intent to Take Default Party: Counter Claimant PHWLTV LLC <i>[108] Notice of Intent to Take Default of Defendant DNT Acquisition, LLC</i>
06/25/2018	 Receipt of Copy Filed by: Counter Claimant PHWLTV LLC <i>[109] Receipt of Copy</i>
07/02/2018	Case Reassigned to Department 11 <i>Reassigned From Judge Hardy - Dept 15</i>
07/03/2018	 Answer Filed By: Counter Defendant Seibel, Rowen <i>[110] Defendant Rowen Seibel's Answer to Plaintiffs' Complaint</i>
07/03/2018	 Peremptory Challenge Filed by: Counter Claimant PHWLTV LLC <i>[111] Peremptory Challenge of Judge</i>
07/05/2018	 Notice of Department Reassignment <i>[112] Notice of Department Reassignment</i>
07/06/2018	 Answer Filed By: Defendant MOTI Partners LLC <i>[113] Moti Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint</i>
07/06/2018	 Answer

**CASE SUMMARY**

**CASE NO. A-17-751759-B**

	Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC <i>[114] Defendants TPOV Enterprises, LLC and TPOV Enterprises 16, LLC's Answer to Plaintiff's Complaint</i>
07/06/2018	 Answer and Counterclaim Filed By: Defendant DNT Acquisition LLC <i>[115] (A760537) Defendant DNT Acquisition, LLC's Answer to Plaintiffs' Complaint and Counterclaims</i>
07/06/2018	 Answer and Counterclaim Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC <i>[116] LLTQ/FERG Defendants' Answer and Affirmative Defenses to Plaintiffs' Complaint and Counterclaims</i>
07/09/2018	 Opposition to Motion Filed By: Counter Claimant PHWLTV LLC <i>[117] Plaintiffs' Opposition to Defendants' Motion to Stay All Proceedings in the District Court Pending a Decision on their Petition for a Writ of Mandamus or Prohibition</i>
07/09/2018	 Appendix Filed By: Counter Claimant PHWLTV LLC <i>[118] Appendix of Exhibits in Support of Plaintiffs' Opposition to Defendants' Motion to Stay All Proceedings in the District Court Pending a Decision on their Petition for a Writ of Mandamus or Prohibition</i>
07/25/2018	 Reply to Counterclaim Filed by: Counter Claimant PHWLTV LLC <i>[119] Reply to LLTQ/FERG Defendants' Counterclaims</i>
07/25/2018	 Reply to Counterclaim Filed by: Counter Claimant PHWLTV LLC <i>[120] Reply to DNT Acquisition, LLC's Counterclaims</i>
07/31/2018	 Appendix Filed By: Counter Defendant Seibel, Rowen <i>[121] Appendix of Exhibits in Support of Reply in Support of Defendants Motion to Stay All Proceedings in The District Court Pending a Decision on Their Petition for a Writ of Mandamus or Prohibition</i>
07/31/2018	 Reply in Support Filed By: Counter Defendant Seibel, Rowen <i>[122] Reply in Support of Defendants' Motion to Stay All Proceedings in the District Court Pending a Decision on Their Petition for a Writ of Mandamus or Prohibition</i>
08/06/2018	 Motion to Intervene <i>[123] Motion to Intervene</i>
08/16/2018	 Business Court Order <i>[124] Business Court Order</i>
08/20/2018	 Notice of Rescheduling of Hearing <i>[125] Notice of Rescheduling Date for Mandatory Rule 16 Conference</i>
08/22/2018	 Order Denying Motion

# CASE SUMMARY















CASE NO. A-17-751759-B

	<p>Filed By: Counter Claimant PHWL V LLC  <i>[126] Order Denying Defendants' Motion to Stay All Proceedings in the District Court Pending a Decision on Their Petition for a Writ of Mandamus or Prohibition</i></p>
08/22/2018	<p> Notice of Entry of Order            Filed By: Counter Claimant PHWL V LLC  <i>[127] Notice of Entry of Order Denying Defendants' Motion to Stay All Proceedings in the District Court Pending a Decision on Their Petition for Writ of Mandamus or Prohibition</i></p>
08/28/2018	<p> Stipulation and Order            Filed by: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[128] Stipulation and Order to Continue Hearing on Motion to Intervene</i></p>
08/28/2018	<p> Motion to Associate Counsel            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[129] Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a The Old Homestead Steakhouse's Motion to Associate Counsel on an Order Shortening Time</i></p>
08/29/2018	<p> Notice of Entry of Stipulation and Order            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[130] Notice of Entry of Stipulation and Order to Continue Hearing on Motion to Intervene</i></p>
09/24/2018	<p> Stipulation and Order            Filed by: Counter Claimant PHWL V LLC  <i>[131] Stipulation and Order to Continue Hearing</i></p>
09/24/2018	<p> Notice of Entry of Stipulation and Order            Filed By: Counter Claimant PHWL V LLC  <i>[132] Notice of Entry of Stipulation and Order to Continue Hearing</i></p>
10/11/2018	<p> Order of Remand from Federal Court  <i>[133] Supplemental Transmittal Form Regarding Remand of Adversary Proceeding</i></p>
10/23/2018	<p> Order Admitting to Practice            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[134] Order Admitting to Practice - Alan M. Lebensfeld</i></p>
10/23/2018	<p> Order Granting Motion            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[135] Order Granting Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a The Old Homestead Steakhouse's Motion to Intervene</i></p>
10/23/2018	<p> Notice of Entry of Order            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[136] Notice of Entry of Order Admitting to Practice Alan M. Lebensfeld</i></p>
10/23/2018	<p> Notice of Entry of Order            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[137] Notice of Entry of Order Granting Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a the Old Homestead Steakhouse's Motion to Intervene</i></p>
10/24/2018	<p> Complaint in Intervention            Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  <i>[138] Complaint in Intervention</i></p>
















# CASE SUMMARY

CASE NO. A-17-751759-B

10/24/2018	 Initial Appearance Fee Disclosure <i>[139] Initial Appearance Fee Disclosure</i>
10/24/2018	 Summons Electronically Issued - Service Pending Party: Intervenor Plaintiff Original Homestead Restaurant Inc <i>[140] Summons</i>
10/31/2018	 Amended Order Setting Jury Trial <i>[141] Business Court Scheduling Order Setting Civil Jury Trial and Pre-Trial Conference/Calendar Call</i>
11/02/2018	 Summons Filed by: Intervenor Plaintiff Original Homestead Restaurant Inc <i>[142] Summons</i>
11/02/2018	 Acceptance of Service Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc <i>[143] Acceptance of Service of Summons and Complaint</i>
11/27/2018	 Answer to Complaint Filed by: Counter Claimant PHWL V LLC <i>[144] Answer to Complaint in Intervention</i>
12/26/2018	 Notice of Rescheduling of Hearing <i>[145] Notice of Rescheduling Hearing</i>
01/09/2019	 Notice of Change of Address <i>[146] Notice of Change of Address</i>
02/19/2019	 Stipulation and Order Filed by: Counter Defendant Seibel, Rowen <i>[147] Stipulation and Proposed Order to Extend Discovery Deadlines</i>
02/22/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant Seibel, Rowen <i>[148] NOTICE OF ENTRY OF STIPULATION AND ORDER</i>
02/26/2019	 Motion to Extend Discovery Filed By: Counter Defendant Seibel, Rowen <i>[149] Motion for an Extension of Discovery Deadlines on Order Shortening Time</i>
03/06/2019	 Opposition to Motion Filed By: Counter Claimant PHWL V LLC <i>[150] Limited Opposition to Motion for an Extension of Discovery Deadlines on Order Shortening Time</i>
03/06/2019	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Original Homestead Restaurant Inc <i>[151] Plaintiff in Intervention, The Original Homestead Restaurant, Inc.'s Joinder in and to Plaintiffs' Opposition to Defendant Rowen Seibel's, et al., Motion for an Extension of the Discovery Deadlines and of the Trial Date Herein</i>
03/06/2019	 Joinder To Motion Filed By: Defendant Ramsay, Gordon















# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>[152] Joinder to Caesars Limited Opposition to Plaintiff's Motion for Extension of Discovery Deadlines on Order Shortening Time</i>
03/11/2019	 Reply Filed by: Counter Defendant Seibel, Rowen <i>[153] Reply in Support Of Motion for an Extension of Discovery Deadlines on Order Shortening Time</i>
03/12/2019	 Stipulated Protective Order Filed By: Counter Claimant PHWLTV LLC <i>[154] Stipulated Confidentiality Agreement and Protective Order</i>
03/12/2019	 Stipulation Filed by: Counter Claimant PHWLTV LLC <i>[155] Proposed Stipulated Protocol Governing Production of Electronically Store Information</i>
03/12/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[156] Notice of Entry of Stipulated Confidentiality Agreement and Protective Order</i>
03/12/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[157] Notice of Entry of Proposed Stipulated Protocol Governing Production of Electronically Stored Information</i>
03/13/2019	 Amended Order Setting Jury Trial <i>[158] Amended Order Setting Jury Trial</i>
03/19/2019	 Order Filed By: Counter Defendant Seibel, Rowen <i>[159] Order Granting Motion for an Extension of Discovery Deadlines</i>
03/19/2019	 Notice of Entry of Order Filed By: Counter Defendant Seibel, Rowen <i>[160] Notice of Entry of Order</i>
03/26/2019	 Stipulation Filed by: Defendant Ramsay, Gordon <i>[161] Stipulation to Continue Hearing</i>
03/28/2019	 Motion to Associate Counsel Filed By: Counter Defendant Seibel, Rowen <i>[162] MOTION TO ASSOCIATE JOSHUA FELDMAN</i>
03/28/2019	 Clerk's Notice of Hearing <i>[163] Notice of Hearing</i>
03/28/2019	 Clerk's Notice of Hearing <i>[164] Notice of Hearing</i>
04/02/2019	 Motion to Associate Counsel Filed By: Counter Defendant Seibel, Rowen <i>[165] Motion to Associate Nicole Milone</i>













# CASE SUMMARY

CASE NO. A-17-751759-B

04/03/2019	 Clerk's Notice of Hearing <i>[166] Notice of Hearing</i>
05/01/2019	 Notice of Intent to Participate Filed By: Defendant Ramsay, Gordon <i>[167] Notice of Intent to Participate by Telephone</i>
05/02/2019	 Order Filed By: Counter Defendant Seibel, Rowen <i>[168] Order Admitting Joshua Feldman to Practice</i>
05/02/2019	 Notice of Entry of Order Filed By: Counter Defendant Seibel, Rowen <i>[169] Notice of Entry of Order</i>
05/03/2019	 Motion to Withdraw As Counsel Filed By: Counter Defendant Seibel, Rowen <i>[170] McNutt Law Firm's Motion to Withdraw as Counsel</i>
05/03/2019	 Clerk's Notice of Hearing <i>[171] Notice of Hearing</i>
05/13/2019	 Motion to Withdraw As Counsel Filed By: Counter Defendant Seibel, Rowen <i>[172] Certilman Balin's Motion to Withdraw and Motion for a Stay of Discovery on Order Shortening Time</i>
05/13/2019	 Motion to Withdraw As Counsel Filed By: Counter Defendant Seibel, Rowen <i>[173] Barack Ferrazzano's Motion to Withdraw on Shortened Notice</i>
05/14/2019	 Motion to Withdraw As Counsel Filed By: Counter Defendant Seibel, Rowen <i>[174] Adelman &amp; Gettleman's Motion to Withdraw on Order Shortening Time</i>
05/14/2019	 Clerk's Notice of Hearing <i>[175] Notice of Hearing</i>
05/16/2019	 Notice Filed By: Counter Defendant Seibel, Rowen <i>[176] McNutt Law Firm, P.C. S Notice of Attorney's Charging Lien</i>
05/16/2019	 Notice Filed By: Counter Defendant Seibel, Rowen <i>[177] McNutt Law Firm, P.C. S Notice of Attorney's Retaining Lien</i>
05/22/2019	 Opposition to Motion Filed By: Counter Claimant PHWL V LLC <i>[178] Opposition to (1) Certilman Balin's Motion to Withdraw and Motion for a Stay of Discovery on Order Shortening Time; (2) Barack Ferrazzano's Motion to Withdraw on Shortened Notice; and (3) Adelman &amp; Gettleman's Motion to Withdraw on Order Shortening Time</i>
05/22/2019	 Appendix

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Filed By: Counter Claimant PHWLTV LLC</p> <p><i>[179] Appendix in Support of Opposition to (1) Certilman Balin's Motion to Withdraw and Motion for a Stay of Discovery on Order Shortening Time; (2) Barack Ferrazzano's Motion to Withdraw on Shortened Notice; and (3) Adelamn &amp; Gettleman's Motion to Withdraw on Order Shortening Time</i></p>
05/22/2019	<p> Joinder to Opposition to Motion</p> <p>Filed by: Defendant Ramsay, Gordon</p> <p><i>[180] Gordon Ramsay s Limited Joinder to Caesars Opposition to (1) Certilman Balin s Motion to Withdraw and Motion for Stay of Discovery on Order Shortening Time; (2) Barack Ferrazzano s Motion to Withdraw on Shortened Notice; and (3) Adelman &amp; Gettleman s Motion to Withdraw on Order Shortening Time</i></p>
05/31/2019	<p> Order</p> <p>Filed By: Counter Defendant Seibel, Rowen</p> <p><i>[181] (A751759, A760537) Order Granting Motions to Withdraw as Counsel of Record</i></p>
05/31/2019	<p> Notice of Entry of Order</p> <p>Filed By: Counter Defendant Seibel, Rowen</p> <p><i>[182] Notice of Entry of Order</i></p>
06/04/2019	<p> Notice of Intent to Participate</p> <p>Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc</p> <p><i>[183] Notice of Intent to Participate by Telephone</i></p>
06/04/2019	<p> Notice of Appearance</p> <p><i>[184] Notice of Appearance</i></p>
06/04/2019	<p> Order</p> <p>Filed By: Counter Claimant PHWLTV LLC</p> <p><i>[185] Order Granting, in Part, Motion for a Stay of Discovery on Order Shortening Time</i></p>
06/04/2019	<p> Notice of Entry of Order</p> <p>Filed By: Counter Claimant PHWLTV LLC</p> <p><i>[186] Notice of Entry of Order Granting, in Part, Motion for a Stay of Discovery on Order Shortening Time</i></p>
06/19/2019	<p> Motion to Associate Counsel</p> <p><i>[187] Bennett Motion to Associate Counsel</i></p>
06/19/2019	<p> Motion to Associate Counsel</p> <p><i>[188] Brooks Motion to Associate Counsel</i></p>
06/19/2019	<p> Clerk's Notice of Hearing</p> <p><i>[189] Notice of Hearing</i></p>
06/21/2019	<p> Notice of Intent to Participate</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[190] Notice of Intent to Participate by Telephone</i></p>
08/02/2019	<p> Opposition</p> <p>Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>[191] Opposition to Countermotion to Strike Reply</i>
08/13/2019	 Order <i>[192] Order Admitting to Practice Bennett</i>
08/13/2019	 Order <i>[193] Order Admitting to Practice Brooks</i>
08/13/2019	 Notice of Entry <i>[194] Notice of Entry of Order - Bennett</i>
08/13/2019	 Notice of Entry <i>[195] Notice of Entry of Order - Brooks</i>
08/15/2019	 Stipulation and Order to Extend Discovery Deadlines Filed By: Counter Claimant PHWLTV LLC <i>[196] Stipulation and Proposed Order to Extend Discovery Deadlines and Trial (Fourth Request)</i>
08/15/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[197] Notice of Entry of Stipulation and Proposed Order to Extend Discovery Deadlines and Trial (Fourth Request)</i>
08/19/2019	 Amended Order Setting Jury Trial <i>[198] 2nd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call</i>
08/28/2019	 Stipulation and Order Filed by: Counter Claimant PHWLTV LLC <i>[199] (A760537) Stipulation and Order of Dismissal of J. Jeffrey Frederick with Prejudice</i>
08/28/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[200] Notice of Entry of Stipulation and Order of Dismissal of J. Jeffrey Frederick with Prejudice</i>
09/06/2019	 Notice of Deposition <i>[201] Notice of Videotaped Deposition of PHWLTV, LLC</i>
09/06/2019	 Notice of Deposition Filed By: Counter Defendant Seibel, Rowen <i>[202] Notice of Videotaped Deposition of Boardwalk Regency Corporation</i>
09/06/2019	 Notice of Deposition Filed By: Counter Defendant Seibel, Rowen <i>[203] Notice of Videotaped Deposition of Desert Palace</i>
09/06/2019	 Notice of Deposition Filed By: Counter Defendant Seibel, Rowen <i>[204] Notice of Videotaped Deposition of Paris Las Vegas Operating Company, LLC</i>
09/09/2019	 Notice of Deposition Filed By: Counter Defendant Seibel, Rowen

**CASE SUMMARY**

**CASE NO. A-17-751759-B**

*[205] Notice of Videotaped Deposition of Mark Clayton*

09/09/2019



Notice of Deposition

Filed By: Counter Defendant Seibel, Rowen

*[206] Notice of Videotaped Deposition of Thomas Jenkin*

09/13/2019



Motion to Seal/Redact Records

Filed By: Defendant Ramsay, Gordon

*[207] Gordon Ramsay's Motion to Seal Motion for Protective Order and Certain Supporting exhibits on Order Shortening Time*

09/17/2019



Filed Under Seal

Filed By: Defendant Ramsay, Gordon

*[208] Gordon Ramsay's Motion for Protective Order Regarding Siebel's Requests for Admission on Order Shortening Time Seal per (unfiled Order Granting Motion to Seal, LSF copy of it and 3/12/19 Stipulated Confidentiality Agreement and Protective Order*

09/17/2019



Declaration

Filed By: Defendant Ramsay, Gordon

*[209] Declaration of Service of Motion for Protective Order Filed Under Seal*

09/17/2019



Order

Filed By: Defendant Ramsay, Gordon

*[210] Order Granting Motion to Seal*

09/24/2019

Opposition

*[211] Plaintiff's Opposition to Motion for Protective Order*

09/24/2019



Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen

*[212] Motion to Seal Certain Exhibits to Plaintiff's Opposition to Motion of Gordon Ramsay for Protective Order Regarding Seibel Requests for Admissions, and Countermotion for Determination of Sufficiency of Answers and Objections*

09/24/2019



Redacted Version

*[214] PER ORDER 10/01/19 Redacted version of Opposition*

09/24/2019



Filed Under Seal

*[215] Exhibits 1,4,5,7,8,9,12,13,14 and 15*

09/25/2019



Clerk's Notice of Hearing

*[213] Notice of Hearing*

09/25/2019



Reply to Opposition

Filed by: Defendant Ramsay, Gordon

*[216] Gordon Ramsay's Reply in Support of Motion for Protective Order and Opposition to Plaintiff Rowen Seibel's Countermotion for Determination of Sufficiency of Answers and Objections*

10/01/2019



Order

Filed By: Defendant Ramsay, Gordon

*[217] Order Granting Gordon Ramsay's Motion for Protective Order Regarding Seibel's Requests for Admission on Order Shortening Time*

10/02/2019




Motion to Amend Answer

# CASE SUMMARY


CASE NO. A-17-751759-B

Filed By: Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC  
*[218] Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims*


10/03/2019

 Clerk's Notice of Hearing  
*[219] Notice of Hearing*

10/07/2019

 Motion to Associate Counsel  
 Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  
*[220] Motion to Associate Counsel*


10/07/2019

 Clerk's Notice of Hearing  
*[221] Notice of Hearing*

10/14/2019

 Stipulation and Order  
 Filed by: Counter Claimant PHWLTV LLC  
*[222] Stipulation and Proposed Order to Extend Discovery Deadlines (Fifth Request)*


10/14/2019

 Notice of Entry of Stipulation and Order  
 Filed By: Counter Claimant PHWLTV LLC  
*[223] Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (Fifth Request)*


10/14/2019

 Opposition to Motion  
 Filed By: Counter Claimant PHWLTV LLC  
*[224] Opposition to Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims*


10/15/2019

 Amended Order Setting Jury Trial  
*[225] 3rd Amended Order Setting Jury Trial*


10/17/2019

 Reply  
*[226] Reply in Support of Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims*


11/01/2019

 Notice of Non Opposition  
 Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  
*[227] Notice of Non-Opposition to Motion to Associate Lawrence J. Sharon as Counsel*


11/13/2019

 Order Admitting to Practice  
*[228] Order Admitting Lawrence J. Sharon to Practice*

11/14/2019

 Notice of Entry of Order  
 Filed By: Intervenor Plaintiff Original Homestead Restaurant Inc  
*[229] Notice of Entry of Order Admitting Lawrence J. Sharon to Practice*

11/21/2019













 Notice of Deposition  
*[230] Notice of Deposition of Gary Selesner*

11/25/2019

 Order  
 Filed By: Counter Claimant PHWLTV LLC  
*[231] Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims*

# CASE SUMMARY











CASE NO. A-17-751759-B

11/25/2019	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC <i>[232] Notice of Entry of Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims</i>
12/12/2019	 Motion for Leave to File <i>[233] Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time</i>
12/12/2019	 Appendix Filed By: Counter Claimant PHWLTV LLC <i>[234] Appendix in Support of Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time</i>
12/12/2019	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC <i>[235] Motion to Redact Portions of Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, and Seal Exhibits 1, 6, 7, 9, 10, 11, 12, 13, 15, and 16 Thereto</i>
12/13/2019	 Filed Under Seal Filed By: Consolidated Case Party Desert Palace Inc <i>[236] Caesars Motion for Leave to File First Amended Complaint and Ex Parte Application for Order Shortening Time</i>
12/23/2019	 Opposition Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC <i>[237] Opposition to Caesars' Motion for Leave to File First Amended Complaint</i>
12/23/2019	 Motion to Seal/Redact Records <i>[238] Motion to Seal Certain Exhibits to Opposition to Caesars' Motion for Leave to File First Amended Complaint</i>
12/23/2019	 Clerk's Notice of Hearing <i>[239] Notice of Hearing</i>
01/07/2020	 Stipulation and Order <i>[240] Stipulation and Order to Continue Hearings Scheduled for January 8, 2020 and February 5, 2020 (First Request)</i>
01/07/2020	 Notice of Entry of Stipulation and Order <i>[241] Notice of Entry of Stipulation and Order to Continue Hearings Scheduled for January 8, 2020 and February 5, 2020 (First Request)</i>
01/08/2020	 Stipulation and Order to Extend Discovery Deadlines Filed By: Counter Claimant PHWLTV LLC <i>[242] Stipulation and Order to Extend Discovery Deadlines (Sixth Request)</i>
01/08/2020	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC <i>[243] Notice of Entry of Stipulation and Proposed Order to Extend Discovery Deadlines (Sixth Request)</i>














# CASE SUMMARY

CASE NO. A-17-751759-B

01/10/2020	 Amended Order Setting Jury Trial <i>[244] 4th Amended Order Setting Jury Trial, Pre-Trial, Calendar Casll, and Deadlines for Motions</i>
02/05/2020	 Reply in Support Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[245] Caesars' Reply in Support of Its Motion for Leave to File First Amended Complaint</i>
02/05/2020	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[246] Motion to Seal Exhibits 23 to Caesars' Reply in Support of Its Motion for Leave to File First Amended Complaint</i>
02/05/2020	 Clerk's Notice of Hearing <i>[247] Notice of Hearing</i>
02/06/2020	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[248] Exhibit 23 of Caesars' Reply in Support of Its Motion for Leave to File First Amended Complaint 2/5/2020 - Motion to Seal Exhibit 23 to Caesars' Reply in Support of Its Motion for Leave to File First Amended Complaint</i>
02/21/2020	 Notice of Withdrawal of Attorney Filed by: Defendant Ramsay, Gordon <i>[249] Notice of Withdrawal of Attorney</i>
03/02/2020	 Substitution of Attorney Filed by: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC <i>[250] Substitution of Attorneys</i>
03/10/2020	 Order Granting Motion Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[251] Order Granting Caesars' Motion for Leave to File First Amended Complaint</i>
03/11/2020	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[252] Notice of Entry of Order Granting Caesars' Motion for Leave to File First Amended Complaint</i>
03/11/2020	 First Amended Complaint Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[253] (A760537) First Amended Complaint</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

03/11/2020	 Summons Electronically Issued - Service Pending Party: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[254] Summons to Craig Green</i>
03/13/2020	 Acceptance of Service Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[255] Acceptance of Service</i>
03/17/2020	 Acceptance of Service Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[256] Acceptance of Service - DNT Acquisition, LLC</i>
04/08/2020	 Substitution of Attorney Filed by: Counter Claimant R Squared Global Solutions, LLC <i>[257] Substitution of Attorneys</i>
04/08/2020	 Motion to Dismiss Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig <i>[258] Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint</i>
04/08/2020	 Initial Appearance Fee Disclosure Filed By: Defendant Green, Craig <i>[259] Initial Appearance Fee Disclosure</i>
04/09/2020	 Clerk's Notice of Hearing <i>[260] Notice of Hearing</i>
04/13/2020	 Order Granting Motion <i>[261] Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint</i>
04/13/2020	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[262] Notice of Entry of Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint</i>
04/17/2020	 Amended Order Setting Jury Trial <i>[263] 5th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call</i>
04/17/2020	 Stipulation and Order <i>[264] Stipulation to Stay Discovery and Order to Extend Discovery Deadlines Following Stay</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

(7th Request)

04/20/2020



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[265] Notice of Entry of Stipulation to Stay Discovery and Proposed Order to Extend Discovery Deadlines Following Stay (Seventh Request)*

04/22/2020



Opposition to Motion to Dismiss

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[266] Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint*

04/22/2020



Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[267] Motion to Redact Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint and Seal Exhibit 2 Thereto*

04/23/2020



Clerk's Notice of Hearing

*[268] Notice of Hearing*

05/13/2020



Reply in Support

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[269] Rowen Seibel, The Development Entities, and Craig Green's Reply in Support of their Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint*

05/20/2020



Notice of Intent to Take Default

Party: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[270] Notice of Intent to Take Default of Defendant GR Burgr LLC*

05/28/2020



Order Shortening Time

*[271] The Development Entities, Rowen Seibel, and Craig Green S Motion to Extend Discovery Deadlines and Continue Trial On Order Shortening Time (Eighth Request)*

05/29/2020



Order Denying Motion

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

05/29/2020



Order Scheduling Status Check

*[273] STIPULATION AND ORDER SCHEDULING A STATUS CHECK*

05/29/2020











Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Party Boardwalk Regency Corporation  <i>[274] Notice of Entry of Order Denying, without Prejudice, Rowen Seibel, the Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint</i></p>
05/29/2020	<p> Notice of Entry of Stipulation and Order            Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  <i>[275] Notice of Entry of Stipulation and Order Scheduling a Status Check</i></p>
06/08/2020	<p> Opposition            Filed By: Counter Claimant PHWLTV LLC; Conso, idated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  <i>[276] Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Extend Discovery Deadlines and Continue Trial on Order Shortening Time (Eighth Request)</i></p>
06/08/2020	<p> Appendix            Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  <i>[277] Appendix in Support of Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Extend Discovery Deadlines and Continue Trial on Order Shortening Time (Eighth Request)</i></p>
06/09/2020	<p> Joinder to Opposition to Motion            Filed by: Defendant Ramsay, Gordon  <i>[278] Ramsay's Joinder to Caesars' Opposition to the Development Entities Rowen Seibel, and Craig Green's Motion to Extend Discovery Deadlines and Continue Trial on Order Shortening Time (Eighth Request)</i></p>
06/09/2020	<p> Reply in Support            Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  <i>[279] The Development Entities, Rowen Seibel, and Craig Green's Reply in Support of their Motion to Extend Discovery Deadlines and Continue Trial on Order Shortening Time (Eighth Request)</i></p>
06/09/2020	<p> Notice of Appearance            Party: Other Plaintiff GR BURGR LLC  <i>[280] Notice of Appearance of Counsel</i></p>
06/09/2020	<p> Motion to Compel            Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  <i>[281] Caesars' Motion to Compel Responses to Requests for Production of Documents</i></p>
06/09/2020	<p> Appendix            Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  <i>[282] Appendix in Support of Caesars' Motion to Compel Responses to Requests for</i></p>

# CASE SUMMARY

CASE NO. A-17-751759-B

## Production of Documents

06/09/2020



### Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[283] Motion to Redact Caesars' Motion to Compel Responses to Requests for Production of Documents and Seal Exhibits 1 and 18 Thereto*

06/09/2020



### Application for Entry of Default

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[284] Application for Entry of Default of Defendant GR Burgr, LLC*

06/09/2020



### Declaration

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[285] Declaration of M. Magali Mercera, Esq. in Support of Application for Entry of Default of Defendant GR Burgr, LLC*

06/11/2020



### Clerk's Notice of Hearing

*[286] Notice of Hearing*

06/18/2020



### Amended Order Setting Jury Trial

*[287] 6th AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS; AMENDED DISCOVERY SCHEDULING ORDER CALL*

06/19/2020



### Answer (Business Court)

Filed By: Other Plaintiff GR BURGR LLC

*[288] Nominal Plaintiff, GR Burgr, LLC's Answer to First Amended Complaint*

06/19/2020



### Initial Appearance Fee Disclosure

Filed By: Other Plaintiff GR BURGR LLC

*[289] GR Burgr, LLC's Initial Appearance Fee Disclosure (NRS Chapter 19)*

06/19/2020



### Disclosure Statement

Party: Other Plaintiff GR BURGR LLC

*[290] GR Burgr LLC's NRCP 7.1 Disclosure Statement*

06/19/2020



### Order Granting Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

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

06/19/2020



### Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[292] Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to Rowen Seibel, the Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII,*

# CASE SUMMARY

CASE NO. A-17-751759-B

and VIII of Caesars' First Amended Complaint and Seal Exhibit 2 Thereto

06/19/2020



## Answer and Counterclaim

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[293] The Development Entities, Rowen Seibel, and Craig Green s Answer to Caesars First Amended Complaint and Counterclaims*

06/23/2020



## Opposition and Countermotion

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[294] (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*

06/23/2020



## Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[295] Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*

06/23/2020



## Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[296] SEALED per minute order 7/21/20 Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order-FILED UNDER SEAL*

06/25/2020



## Clerk's Notice of Nonconforming Document

*[297] Clerk's Notice of Nonconforming Document*

06/26/2020



## Clerk's Notice of Nonconforming Document and Curative Action

*[298] Clerk's Notice of Curative Action*

06/26/2020



## Clerk's Notice of Hearing

*[299] Notice of Hearing*

06/29/2020



## Stipulation and Order

Filed by: Consolidated Case Party Desert Palace Inc

*[300] STIPULATION AND ORDER PERMITTING ISSUANCE OF SUBPOENAS PURSUANT TO NRCP 45*

06/29/2020



## Order

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises,

# CASE SUMMARY

CASE NO. A-17-751759-B

LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[301] ORDER GRANTING, IN PART, THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN S MOTION TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL (EIGHTH REQUEST)*

06/29/2020



Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[302] SEALED PER ORDER 7/27/20 [302] Exhibits 1 and 18 of Caesars' Motion to Compel Responses to Requests for Production of Documents (Filed under Seal)*

06/29/2020



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[303] Notice of Entry of Stipulation and Order Permitting Issuance of Subpoenas Pursuant to NRC P 45*

06/30/2020



Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[304] Notice of Entry of Order Granting, in Part, the Development Entities, Rowen Seibel, and Craig Green s Motion to Extend Discovery Deadlines and Continue Trial (Eighth Request)*

07/07/2020



Non Opposition

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[305] Caesars' Non-Opposition to the Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*

07/08/2020



Reply in Support

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[306] Caesars' Reply in Support of Motion to Compel Responses to Requests for Production of Documents and Opposition to Countermotion for a Protective Order*

07/08/2020



Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[307] Motion to Redact Caesars' Reply in Support of Motion to Compel Responses to Requests for Production of Documents and Opposition to Countermotion for a Protective Order and Exhibit 20 and Seal Exhibit 23 Thereto*

07/08/2020



Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case

# CASE SUMMARY

CASE NO. A-17-751759-B

Party Boardwalk Regency Corporation

*[308] SEALED PER ORDER 6/4/21 Exhibits 20 and 23 of Caesars' Reply in Support of Motion to Compel Responses to Requests for Production of Documents and Opposition to Countermotion for a Protective Order (Filed under Seal)*

07/09/2020



Clerk's Notice of Hearing

*[309] Notice of Hearing*

07/15/2020



Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[310] Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*

07/16/2020



Clerk's Notice of Hearing

*[311] Notice of Hearing*

07/27/2020



Order Granting Motion

*[312] Order Granting Motion to Redact Caesar's Motion to Compel Responses to Requests for Production of Documents and Seal Exhibits 1 & 18 Thereto*

07/27/2020



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[313] Notice of Entry of Order Granting Motion to Redact Caesars' Motion to Compel Responses to Requests for Production of Documents and Seal Exhibits 1 and 18 Thereto*

07/28/2020



Order Granting Motion

Filed By: Consolidated Case Party Desert Palace Inc

*[314] Order (1) Granting Motion to Compel Responses to Requests for Production of Documents; and (2) Denying Countermotion for a Protective Order*

07/28/2020



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[315] Notice of Entry of Order (1) Granting Motion to Compel Responses to Requests for Production of Documents; and (2) Denying Countermotion for a Protective Order*

07/29/2020



Order Granting Motion

Filed By: Counter Defendant Seibel, Rowen; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[316] ORDER GRANTING THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN S MOTION TO SEAL EXHIBITS 1 AND 3 TO (1) ROWEN SEIBEL S OPPOSITION TO CAESARS MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS; AND (2) THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL S COUNTERMOTION FOR A PROTECTIVE ORDER*

07/30/2020



Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant



# CASE SUMMARY

CASE NO. A-17-751759-B

MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[317] Notice of Entry of Order Granting the Development Entities, Rowen Seibel, and Craig Green's Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) the Development Entities and Rowen Seibel's Counter-motion for a Protective Order*

08/03/2020



## Opposition to Motion

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[318] The Development Entities' Opposition to Caesars' Motion to Strike Counterclaims, and/or in the Alternative, Motion to Dismiss*

08/12/2020



## Reply in Support

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[319] Caesars' Reply in Support of Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*

08/19/2020



## Motion to Compel

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[320] (Withdrawn 12/2/20) The Development Entities and Rowen Seibel's Motion to Compel Production of Financial Records Related to Gordon Ramsay Steak Atlantic City*

08/20/2020



## Clerk's Notice of Hearing

*[321] Notice of Hearing*

09/02/2020



## Opposition and Counter-motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[322] Opposition to the Development Entities and Rowen Seibel's Motion to Compel Production of Financial Records Related to Gordon Ramsay Steak Atlantic City and Counter-motion for Protective Order*

09/02/2020



## Appendix

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[323] Appendix in Support of Opposition to the Development Entities and Rowen Seibel's Motion to Compel Production of Financial Records Related to Gordon Ramsay Steak Atlantic City and Counter-motion for Protective Order*

09/16/2020



## Reply in Support

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[324] Reply in Support of The Development Entities and Rowen Seibel's Motion to Compel*

# CASE SUMMARY

CASE NO. A-17-751759-B

*Production of Financial Records Related to Gordon Ramsay Steak Atlantic City*

09/26/2020



Change of Address

Filed By: Defendant Ramsay, Gordon

*[325] Change of Address*

10/09/2020



Notice of Withdrawal of Attorney

Filed by: Intervenor Plaintiff Original Homestead Restaurant Inc

*[326] Notice of Withdrawal of Counsel*

10/15/2020



Stipulation and Order to Extend Discovery Deadlines

Filed By: Consolidated Case Party Desert Palace Inc

*[327] Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request)*

10/15/2020



Amended Order Setting Jury Trial

*[328] 7th AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS; AMENDED DISCOVERY SCHEDULING ORDER CALL*

10/19/2020



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLVC LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[329] Notice of Entry of Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request)*

11/20/2020



Motion

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[330] The Development Entities, Rowen Seibel, and Craig Green's Motion for Leave to File Oversized Brief*

11/20/2020



Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[331] Motion to Redact Their Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery; and to Seal Exhs. 49-57 to the Appendix of Exhibits Related Thereto*

11/20/2020



Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[332] Appendix of Exhibits to the Motion: (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on OST-Vol. 1 of 4*

11/20/2020












Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  <i>[333] Appendix of Exhibits to Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on OST-Vol. 2 of 4</i></p>
11/20/2020	<p>Appendix            Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  <i>[334] Appendix of Exhibits to Motion: (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on OST-Vol. 3 of 4</i></p>
11/20/2020	<p> Filed Under Seal            Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  <i>[335] SEALED PER ORDER 1/6/21 Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery-FILED UNDER SEAL</i></p>
11/20/2020	<p> Filed Under Seal            Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  <i>[336] SEALED PER ORDER 1/6/21 Appendix of Exhibits to Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on OST-Vol 4 of 4-FILED UNDER SEAL</i></p>
11/20/2020	<p> Motion for Leave to File  <i>[337] The Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(B)(6) Depositions and to Compel Responses to Written Discovery on Order Shortening Time</i></p>
11/20/2020	<p> Redacted Version  <i>[476] Redacted version of Appendix to remove Exhibit 49 and seal it per Order 5/26/21</i></p>
11/20/2020	<p> Filed Under Seal  <i>[477] Exhibit 49</i></p>
11/24/2020	<p> Clerk's Notice of Hearing  <i>[338] Notice of Hearing</i></p>
11/24/2020	<p> Clerk's Notice of Hearing  <i>[339] Notice of Hearing</i></p>
12/02/2020	<p> Stipulation and Order  <i>[340] STIPULATION AND ORDER TO WITHDRAW MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY</i></p>
12/04/2020	<p> Opposition and Counter motion            Filed By: Counter Claimant PHWLVC LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

*[341] Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

12/04/2020



Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[342] Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 15, and 16 Thereto*

12/04/2020



Appendix

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[343] Appendix in Support of Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

12/04/2020



Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[344] SEALED PER ORDER 1/6/21 Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

12/04/2020



Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[345] SEALED PER ORDER 1/6/21 Appendix in Support of Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

12/07/2020



Clerk's Notice of Hearing

*[346] Notice of Hearing*

12/07/2020



Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[347] The Development Entities, Rowen Seibel, and Craig Green's Motion to Seal Volume 5 of the Appendix to Their Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery*

12/07/2020



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG

# CASE SUMMARY

CASE NO. A-17-751759-B

16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[348] SEALED PER ORDER 1/6/21 Appendix of Exhibits to Develop. Entities, R. Seibel, & C. Green's Motion (1) for Leave to Take Caesars' NRCP30(b)(6) Depos; & (2) to Compel Responses to Written Disc on OST, Vol 5-FUS*

12/07/2020



Reply in Support

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[349] The Development Entities, Rowen Seibel, and Craig Green's: (1) Reply in Support of Mot for Leave/to Compel; (2) Opp to Caesars Countermotion for Protective Order; and (3) Opp to Motion to Compel Deposition of Craig Green*

12/08/2020



Clerk's Notice of Hearing

*[350] Notice of Hearing*

01/06/2021



Motion to Compel

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[351] Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

01/06/2021



Appendix

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[352] Appendix in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

01/06/2021



Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[353] Motion to Redact Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1, 3, 4, 5, 8, 12, and 16-21 Thereto*

01/06/2021



Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[354] SEALED per minute order 2/10/21 Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

01/07/2021



Clerk's Notice of Hearing

*[355] Notice of Hearing*

01/07/2021



Clerk's Notice of Hearing

*[356] Notice of Hearing*

01/22/2021



Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG

# CASE SUMMARY

CASE NO. A-17-751759-B

16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[357] The Development Entities, Rowen Seibel, and Craig Green's Motion to Redact Their Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Atty-Client Privilege Pursuant to the Crime-Fraud Exception; and to Seal Exs. 2-20, 22-23, 26-36, 38-60, 62-69, and 71 to the Appendix of Exhibits Related Thereto*

01/22/2021



## Opposition

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[358] Rowen Seibel, Craig Green, and The Development Entities' Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

01/22/2021



## Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[359] SEALED PER MINUTE ORDER 2/24/21 Rowen Seibel, Craig Green, and The Development Entities' Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception-FILED UNDER SEAL*

01/22/2021



## Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[360] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities' Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Vol. 1 of 6, FILED UNDER SEAL*

01/22/2021



## Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[361] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities' Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Vol. 2 of 6, FILED UNDER SEAL*

01/22/2021



## Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[362] Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities' Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 1 of 6*

01/22/2021



## Filed Under Seal

# CASE SUMMARY

CASE NO. A-17-751759-B

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[363] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 3-1 of 6-FILED UNDER SEAL*

01/22/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[364] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 3-2 of 6-FILED UNDER SEAL*

01/22/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[365] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 4-1 of 6-FILED UNDER SEAL*

01/22/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[366] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 4-2 of 6-FILED UNDER SEAL*

01/22/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[367] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 5 of 6-FILED UNDER SEAL*

01/22/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[368] SEALED PER MINUTE ORDER 2/24/21 Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents*

# CASE SUMMARY

CASE NO. A-17-751759-B

*Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 6 of 6-FILED UNDER SEAL*

01/22/2021



## Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[369] Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 3-2 of 6*

01/22/2021



## Appendix

*[370] Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 4-1 of 6*

01/22/2021



## Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[371] Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 4-2 of 6*

01/22/2021



## Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[372] Appendix of Exhibits to Rowen Seibel, Craig Green, and the Development Entities Opposition to Caesars Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception, Volume 6 of 6*

01/26/2021



## Clerk's Notice of Hearing

*[373] Notice of Hearing*

02/02/2021



## Order Granting Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[374] Order Granting Motion to Redact Caesars'Oppostio to the Development Entities, Rowen Seibel and Crign Green's Motion (1) For Leave to Take Caesars NRCP 30(B) (6) Depositions to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and For leave to take Limited Depostion of Craig Green and Seal Exhibits 3-6, 8-11, 13, 15, and 16 Thereto*

02/03/2021



## Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
*[375] Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 15, and 16 Thereto*



# CASE SUMMARY

CASE NO. A-17-751759-B

02/03/2021



## Reply

Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[376] Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

02/03/2021



## Appendix

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[377] Appendix to Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

02/03/2021



## Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[378] Motion to Redact Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 27, 30-32, and 34 Thereto*

02/03/2021



## Filed Under Seal

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[379] SEALED PER MINUTE ORDER 2/24/21 Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

02/03/2021



## Findings of Fact, Conclusions of Law and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[380] Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*

02/03/2021



## Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[381] Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*

02/04/2021



## Clerk's Notice of Hearing

*[382] Notice of Hearing*

02/04/2021



## Order Denying

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[383] Order (i) Denying The Development Entities, Rowen Seibel, And Craig Green's Motion: (1) For Leave To Take Caesars' NRCP 30(B)(6) Depositions; And (2) To Compel Responses To Written Discovery On Order Shortening Time; And (Ii) Granting Caesars' Countermotion For Protective Order And For Leave To Take Limited Deposition Of Craig Green*

02/04/2021

# CASE SUMMARY

CASE NO. A-17-751759-B



## Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[384] Notice of Entry of Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) for Leave to Take Caesars NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

02/05/2021



## Notice

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[385] Notice of Filing Petition for Extraordinary Writ Relief*

02/08/2021



## Motion to Stay

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[386] The Development Entities' Motion for a Limited Stay of Proceedings Pending Their Petition for Extraordinary Writ Relief on Order Shortening Time*

02/09/2021



## Motion to Compel

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[387] The Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents*

02/09/2021



## Motion to Seal/Redact Records

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[388] The Development Entities, Rowen Seibel, and Craig Green's Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel "Confidential" Designation of Caesars' Financial Documents*

02/09/2021



## Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[389] Filed Under Seal per Minute Order 4/9/2021 Exhibits 2-3 and 5-6 to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents-FILED UNDER SEAL*

02/10/2021



## Clerk's Notice of Nonconforming Document

*[390] Clerk's Notice of Nonconforming Document*

02/10/2021



## Clerk's Notice of Nonconforming Document and Curative Action

# CASE SUMMARY

CASE NO. A-17-751759-B

[391] Clerk's Notice of Curative Action

02/10/2021



Clerk's Notice of Hearing

[392] Notice of Hearing

02/16/2021



Opposition to Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

[393] Caesars' Opposition to the Development Entities' Motion for a Limited Stay of Proceedings Pending Their Petition for Extraordinary Writ Relief on Order Shortening Time

02/17/2021



Stipulation and Order

Filed by: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

[394] Stipulation and Order for a Limited Extension of the Dispositive Motion Deadline

02/18/2021



Notice of Entry of Stipulation and Order

Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

[395] Notice of Entry of Stipulation and Order for a Limited Extension of the Dispositive Motion Deadline

02/18/2021



Stipulation and Order

Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

[396] Stipulation and Order to Extend Dispositive Motion Deadline

02/18/2021



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

[397] Notice of Entry of Stipulation and Order to Extend Dispositive Motion Deadline

02/24/2021



Order Granting Motion

Filed By: Consolidated Case Party Desert Palace Inc

[398] Order Granting Motion to Redact Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1,3,4,5,8,12 and 16-21 Thereto

02/24/2021



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

[399] Notice of Entry of Order Granting Motion to Redact Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 1, 3, 4, 5, 8, 12, and 16-21 Thereto

02/24/2021












Order Denying Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace







# CASE SUMMARY

CASE NO. A-17-751759-B

	Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[400] Order Denying The Development Entities' Motion for a Limited Stay of Proceedings Pending their Petition for Extraordinary Writ Relief on Order Shortening Time</i>
02/25/2021	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[401] Notice of Entry of Order Denying the Development Entities' Motion for a Limited Stay of Proceedings Pending Their Petition for Extraordinary Writ Relief on Order Shortening Time</i>
02/25/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[402] SEALED PER ORDER 1/28/22 [402] Exhibits 7-15 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i>
02/25/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[403] SEALED PER ORDER 1/28/22 [403] 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</i>
02/25/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[404] SEALED PER ORDER 1/28/22 [404] Caesars' Motion for Summary Judgment No. 1</i>
02/25/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[405] SEALED PER ORDER 1/28/22 [405] Caesars' Motion for Summary Judgment No. 2</i>
02/25/2021	 Motion for Summary Judgment Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[406] Caesars' Motion for Summary Judgment No. 1</i>
02/25/2021	 Motion for Summary Judgment Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[407] Caesars' Motion for Summary Judgment No. 2</i>
02/25/2021	 Request for Judicial Notice Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[408] Request for Judicial Notice of Exhibits 39, 59, and 62 in Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i>
02/25/2021	 Appendix










# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[409] Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i></p>
02/25/2021	<p> Declaration</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[410] Declaration of M. Magali Mercera, Esq. in Support of Caesars' Motions for Summary Judgment</i></p>
02/25/2021	<p> Motion to Seal/Redact Records</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[411] Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i></p>
02/25/2021	<p> Filed Under Seal</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[417] SEALED PER ORDER 1/28/22 [417] Exhibits 1-6 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i></p>
02/26/2021	<p> Motion for Summary Judgment</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[412] Gordon Ramsay's Motion for Summary Judgment</i></p>
02/26/2021	<p> Appendix</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[413] Appendix to Defendant Gordon Ramsay's Motion for Summary Judgment Volume I of II</i></p>
02/26/2021	<p> Appendix</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[414] Appendix to Defendant Gordon Ramsay's Motion for Summary Judgment Volume II of II</i></p>
02/26/2021	<p> Request for Judicial Notice</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[415] Gordon Ramsay's Request for Judicial Notice</i></p>
02/26/2021	<p> Motion to Seal/Redact Records</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[416] Gordon Ramsay's Motion to Redact Gordon Ramsay's Motion for Summary Judgment and Seal Exhibits 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 in Appendix to Ramsay's Motion for Summary Judgment</i></p>
02/26/2021	<p> Clerk's Notice of Hearing</p> <p><i>[418] Notice of Hearing</i></p>
02/26/2021	<p> Clerk's Notice of Hearing</p> <p><i>[419] Notice of Hearing</i></p>
02/26/2021	<p> Clerk's Notice of Hearing</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>[420] Notice of Hearing</i>
02/26/2021	 Clerk's Notice of Hearing <i>[421] Notice of Hearing</i>
02/26/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[422] SEALED PER ORDER 1/28/22 [422] Exhibits 16-36 to Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i>
03/04/2021	 Opposition and Countermotion Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[423] Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order</i>
03/04/2021	 Appendix Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[424] Appendix of Exhibits in Support of Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order</i>
03/04/2021	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[425] Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto</i>
03/04/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[426] SEALED PER MINUTE ORDER 4/9/21 Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order</i>
03/04/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[427] SEALED PER MINUTE ORDER 4/9/21 Exhibits 1, 2, 4, 7, 9-18, 20, 22 and 26-30 to Appendix of Exhibits in Support of Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order</i>
03/05/2021	 Clerk's Notice of Hearing <i>[428] Notice of Hearing</i>
03/05/2021	 Notice of Change of Hearing

# CASE SUMMARY

CASE NO. A-17-751759-B

*[429] Notice of Change of Hearing*

03/05/2021



Clerk's Notice of Hearing

*[430] Notice of Hearing*

03/05/2021



Notice of Withdrawal

Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[431] Notice of Withdrawal of Kirkland & Ellis LLP*

03/10/2021



Stipulation and Order

Filed by: Consolidated Case Party Desert Palace Inc

*[432] Stipulation and Order to Continue Hearing Dates and Set Briefing Schedule*

03/10/2021



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[433] Notice of Entry of Stipulation and Order to Continue Hearing Dates and Set Briefing Schedule*

03/17/2021



Substitution of Attorney

Filed by: Counter Defendant Seibel, Rowen

*[434] (A751759, A760537) Substitution of Attorneys for GR Burgr, LLC*

03/17/2021



Stipulation and Order

Filed by: Consolidated Case Party Desert Palace Inc

*[435] Stipulation and Order to Continue Hearing on the Development Entities, Rowen Seibel, and Craig Green's (1) Motion to Compel "Confidential" Designation of Caesars' Financial Documents, and (2) Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel "Confidential" Designation of Caesars' Financial Documents*

03/17/2021



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[436] Notice of Entry of Stipulation and Order to Continue Hearing on the Development Entities, Rowen Seibel, and Craig Green's (1) Motion to Compel "Confidential" Designation of Caesars' Financial Documents, and (2) Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel "Confidential" Designation of Caesars' Financial Documents*

03/30/2021



Objection

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[437] Objections to Evidence Offered by Caesars in Support of its Motions for Summary Judgment*

03/30/2021










Objection

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Solutions, LLC; Defendant Green, Craig</p> <p><i>[438] Objections to Evidence Offered by Gordon Ramsay in Support of his Motion for Summary Judgment</i></p>
03/30/2021	<p> Motion for Leave to File</p> <p><i>[439] Rowen Seibel, GR Burgr, LLC, and The Development Entities' Omnibus Motion for Leave to File Oversized Briefs</i></p>
03/30/2021	<p> Motion to Seal/Redact Records</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[440] The Development Entities and Rowen Seibel's Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 through 647 to the Appendix of Exhibits Thereto</i></p>
03/30/2021	<p> Opposition to Motion</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[441] The Development Entities and Rowen Seibel's Opposition to Caesars' Motion for Summary Judgment No. 1</i></p>
03/30/2021	<p> Opposition to Motion For Summary Judgment</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[442] Opposition to Caesars' Motion for Summary Judgment No. 2</i></p>
03/30/2021	<p> Filed Under Seal</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[443] SEALED PER ORDER 2/8/22 [443] The Development Entities and Rowen Seibel's Opposition to Caesars' Motion for Summary Judgment No. 1</i></p>
03/30/2021	<p> Filed Under Seal</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[444] SEALED PER ORDER 2/8/22 [444] Opposition to Caesars' Motion for Summary Judgment No. 2</i></p>
03/30/2021	<p> Opposition to Motion For Summary Judgment</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant</p>



# CASE SUMMARY

CASE NO. A-17-751759-B

TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[445] Opposition to Gordon Ramsay's Motion for Summary Judgment*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[446] SEALED PER ORDER 2/8/22 [446] Opposition to Gordon Ramsay's Motion for Summary Judgment-FILED UNDER SEAL*

03/30/2021



Appendix

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[447] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol. 1 of 9*

03/30/2021



Appendix

Filed By: Counter Defendant Seibel, Rowen; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC

*[448] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol 2 of 9*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[449] SEALED PER ORDER 2/8/22 [449] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol. 4 of 9-FILED UNDER SEAL*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[450] SEALED PER ORDER 2/8/22 [450] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's Motion for Summary Judgment No. 1; (2) Opposition to Caesar's Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment - Volume 2 of 9 - Filed Under Seal*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant

# CASE SUMMARY

CASE NO. A-17-751759-B

TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[451] SEALED PER ORDER 2/8/22 [451] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's Motion for Summary Judgment No. 1; (2) Opposition to Caesar's Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment - Volume 3 of 9 - Filed Under Seal*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[452] SEALED PER ORDER 2/8/22 [452] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's Motion for Summary Judgment No. 1; (2) Opposition to Caesar's Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment - Volume 5 of 9 - Filed Under Seal*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[453] SEALED PER ORDER 2/8/22 [453] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's Motion for Summary Judgment No. 1; (2) Opposition to Caesar's Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment - Volume 6 of 9 - Filed Under Seal*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[454] SEALED PER ORDER 2/8/22 [454] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol. 7 of 9-FILED UNDER SEAL*

03/30/2021



Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[455] SEALED PER ORDER 2/8/22 [455] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol. 8 of 9-FILED UNDER SEAL*

03/30/2021













Filed Under Seal

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green,

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Craig</p> <p><i>[456] SEALED PER ORDER 2/8/22 [456] Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesar's MSJ No. 1; (2) Opposition to Caesar's MSJ No. 2; and (3) Opposition to Gordon Ramsay's MSJ-Vol. 9 of 9-FILED UNDER SEAL</i></p>
03/31/2021	<p> Clerk's Notice of Hearing</p> <p><i>[457] Notice of Hearing</i></p>
03/31/2021	<p> Clerk's Notice of Hearing</p> <p><i>[458] Notice of Hearing</i></p>
03/31/2021	<p> Reply in Support</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[459] The Development Entities, Rowen Seibel, and Craig Green's: (1) Reply in Support of Motion to Compel "Confidential" Designation of Caesars' Financial Documents; and (2) Opposition to Caesars' Countermotion for Protective Order</i></p>
04/05/2021	<p> Notice of Rescheduling of Hearing</p> <p><i>[460] Notice of Rescheduling Hearing</i></p>
04/07/2021	<p> Reply in Support</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[461] Caesars' Reply in Support of Its Countermotion for Protective Order</i></p>
04/07/2021	<p> Motion to Seal/Redact Records</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[462] Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order, and Seal Exhibits 31 through 33 Thereto</i></p>
04/07/2021	<p> Filed Under Seal</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[463] SEALED PER MINUTE ORDER 4/28/21 Caesars' Reply in Support of Its Countermotion for Protective Order</i></p>
04/08/2021	<p> Clerk's Notice of Hearing</p> <p><i>[464] Notice of Hearing</i></p>
04/09/2021	<p> Notice of Rescheduling of Hearing</p> <p><i>[465] Notice of Rescheduling Hearing</i></p>
04/28/2021	<p> Stipulation and Order</p> <p>Filed by: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

Solutions, LLC; Defendant Green, Craig

*[466] Stipulation and Order to (1) Vacate Hearing on Motions for Summary Judgment and Related Motions; (2) Vacate Deadline to File Dispositive Motions Concerning Certain Claims; and (3) Vacate Trial and Related Deadlines*

04/30/2021



Notice of Entry of Stipulation and Order

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[467] Notice of Entry of Stipulation and Order to: (1) Vacate Hearing on Motions for Summary Judgment and Related Motions; (2) Vacate Deadline to File Dispositive Motions Concerning Certain Claims; and (3) Vacate Trial and Related Deadlines/Hearings*

05/14/2021



Order Granting Motion

Filed By: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Boardwalk Regency Corporation

*[468] Order Granting Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order and Seal Exhibits 31 Through 33 Thereto*

05/14/2021



Order Granting Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[469] Order Granting Motion to Redact Caesars' Reply In Support Caesars' Motion to Compel Withheld on the Basis of Attorney 0-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23,24, 27,30-32 and 34, Thereto*

05/14/2021



Order Granting Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[470] Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Siebel and Craig Green's Motion to Compel Confidential Designation of Casars' Financial Documents and and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22 and 26-30 Thereto*

05/17/2021



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[471] Notice of Entry of Order Granting Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order, and Seal Exhibits 31 through 33 Thereto*

05/17/2021



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[472] Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Siebel and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto*

05/17/2021



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[473] Notice of Entry of Order Granting Motion to Redact Reply in Support of Caesars'*

# CASE SUMMARY

CASE NO. A-17-751759-B

*Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 26, 30-32, and 34 Thereto*

05/26/2021



## Order

Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Defendant Green, Craig

*[474] Omnibus Order Granting the Development Entities, Rowen Seibel and Craig Green's Motion to Seal and Redact*

05/27/2021



## Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[475] Notice of Entry of Omnibus Order Granting the Development Entities, Rowen Seibel, and Craig Green s Motions to Seal and Redact*

06/04/2021



## Order Granting Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[478] Order Granting Motion to Redact Caesars' Reply in Support of Motion to Compel Responses to Requests for Production and Countermotion and Seal Exhibit 23 Thereto*

06/04/2021



## Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[479] Notice of Entry of Order Granting Motion to Redact Caesars' Reply in Support of Motion to Compel Responses to Requests for Production of Documents and Opposition to Countermotion for Protective Order and Exhibit 20 and Seal Exhibit 23 Thereto*

06/08/2021



## Findings of Fact, Conclusions of Law and Order

Filed By: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party PHWLTV LLC; Consolidated Case Party Boardwalk Regency Corporation

*[480] Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

06/08/2021



## Notice of Entry of Findings of Fact, Conclusions of Law

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[481] Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

06/10/2021



## Opposition

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[482] Opposition to Request for Order Shortening Time on the Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Compliance with the Court's June 8, 2021 Order Pending Petition for Extraordinary Writ Relief*

# CASE SUMMARY

CASE NO. A-17-751759-B

06/10/2021



## Order Shortening Time

*[483] The Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Compliance with the Court's June 8, 2021 Order Pending Petition for Extraordinary Writ Relief on OST*

06/11/2021



## Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[484] Notice of Entry of Order Shortening Time*

06/17/2021



## Notice

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[485] Notice of Filing Petition for Extraordinary Writ Relief*

06/18/2021



## Notice of Compliance

Party: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[486] Notice of Compliance with June 8, 2021, Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

06/23/2021



## Notice of Withdrawal of Motion

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[487] Notice of Withdrawal of the Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Compliance with the Court's June 8, 2021 Order Pending Petition for Extraordinary Writ Relief on Order Shortening Time*

08/30/2021



## Order Shortening Time

Filed By: Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Defendant Green, Craig

*[488] The Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Atty-Client Communications on Order Shortening Time*

08/30/2021



## Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI

# CASE SUMMARY

CASE NO. A-17-751759-B

Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[489] Notice of Entry of Order Shortening Time*

09/15/2021



Stipulation and Order

Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[490] Stipulation and Order to Continue Hearing on the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction or Sequestering of the Courts August 19 2021 Minute Order Containing Privileged Attorney and Extend Deadline to File Opposition Thereto*

09/17/2021



Notice of Entry of Stipulation and Order

Filed By: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party PHWLTV LLC; Consolidated Case Party Boardwalk Regency Corporation

*[491] Notice of Entry of Stipulation and Order to Continue Hearing on the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications and Extend Deadline to File Opposition Thereto*

09/20/2021



Opposition to Motion

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[492] Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications*

09/20/2021



Joinder to Opposition to Motion

Filed by: Defendant Ramsay, Gordon

*[493] Defendant Gordon Ramsay's Joinder In The Caesars Parties Opposition To The Development Entities, Rowen Seibel, And Craig Green's Motion To Compel The Return, Destruction, Or Sequestering Of The Court's August 19, 2021, Minute Order*

09/21/2021



Reply in Support

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[494] Reply in Support of the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications on Order Shortening Time*

10/28/2021



Findings of Fact, Conclusions of Law and Order

*[495] Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld Pursuant to the Crime-Fraud Exception*

10/28/2021



Notice of Entry of Findings of Fact, Conclusions of Law








Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[496] Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

10/28/2021

# CASE SUMMARY

CASE NO. A-17-751759-B

	 Notice <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[497] The Development Parties' Notice of Submission of Competing Order Concerning Supplemental Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception</i></p>
11/03/2021	 Order <p>Filed By: Other Plaintiff GR BURGR LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Defendant Green, Craig</p> <p><i>[498] Order Granting in Part, and Denying in Part, the Development Parties' Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications</i></p>
11/03/2021	 Notice of Entry of Order <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[499] Notice of Entry of Order Granting in Part, and Denying in Part, the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction, or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications</i></p>
11/04/2021	 Order Shortening Time <p>Filed By: Counter Defendant Seibel, Rowen; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[500] The Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief on Order Shortening Time</i></p>
11/05/2021	 Notice <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[501] Notice of Filing Petition for Extraordinary Writ Relief</i></p>
11/09/2021	 Opposition to Motion <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[502] Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief</i></p>
11/09/2021	 Joinder to Opposition to Motion <p>Filed by: Defendant Ramsay, Gordon</p>



# CASE SUMMARY

CASE NO. A-17-751759-B

*[503] Defendant Gordon Ramsay's Joinder in the Caesars Parties' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary*

11/12/2021



Notice of Entry of Order

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[504] Notice of Entry of Order Directing Answer and Granting Stay*

11/29/2021



Order Shortening Time

Filed By: Counter Defendant Seibel, Rowen

*[505] The Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on OST*

11/29/2021



Reply in Support

Filed By: Defendant Ramsay, Gordon

*[506] Gordon Ramsay's Reply in Support of His Motion for Summary Judgment*

11/29/2021



Response

Filed by: Defendant Ramsay, Gordon

*[507] Gordon Ramsay's Response to Rowen Seibel and GR Burgr, LLC's Objections to Evidence Offered by Gordan Ramsay in Support of His Motion for Summary Judgment*

11/29/2021



Motion

Filed By: Defendant Ramsay, Gordon

*[508] Gordon Ramsay's Motion to Redact i. Gordon Ramsay's Reply in Support of Motion for Summary Judgment, and ii. Gordon Ramsay's Response to Rowen Seibel and GR Burgr, LLC's Objections to Evidence*

11/30/2021



Reply in Support

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[509] Reply in Support of Caesars' Motion for Summary Judgment No. 1*

11/30/2021



Reply in Support

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[510] Caesars' Reply in Support of Motion for Summary Judgment No. 2*

11/30/2021



Declaration

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[511] Declaration of M. Magali Mercera, Esq. in Support of Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment*

11/30/2021











Appendix

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[512] Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment*











# CASE SUMMARY

CASE NO. A-17-751759-B

11/30/2021	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[513] Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment</i>
11/30/2021	 Stipulation and Order Filed by: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[514] Stipulation and Order to Extend Deadline to File Replies in Support of Motions for Summary Judgment</i>
11/30/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[515] SEALED PER ORDER 1/3/22 [515] Reply in Support of Caesars' Motion for Summary Judgment No. 1</i>
11/30/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[516] SEALED PER ORDER 1/3/22 [516] Caesars' Reply in Support of Motion for Summary Judgment No. 2</i>
11/30/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[517] SEALED PER ORDER 1/3/22 [517] Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment</i>
11/30/2021	 Response Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[518] Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment</i>
11/30/2021	 Objection Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[519] Objections to Exhibits Offered in Support of the Seibel Parties' Oppositions to Caesars' Motions for Summary Judgment</i>
11/30/2021	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[520] Motion to Redact Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment</i>










# CASE SUMMARY

CASE NO. A-17-751759-B

11/30/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[521] SEALED PER MINUTE ORDER 12/22/21 [521] Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment</i>
12/01/2021	 Clerk's Notice of Hearing <i>[522] Notice of Hearing</i>
12/01/2021	 Recorders Transcript of Hearing <i>[523] Transcript Re: The Development Entities, Rowen Seibel and Craig Green's Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief on OST, November 10, 2021</i>
12/01/2021	 Clerk's Notice of Hearing <i>[524] Notice of Hearing</i>
12/03/2021	 Opposition to Motion Filed By: Defendant Ramsay, Gordon <i>[525] Gordon Ramsay's Opposition to The Development Parties Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on Order Shortening Time</i>
12/03/2021	 Opposition to Motion Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[526] Caesars' Opposition to the Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on Order Shortening Time</i>
12/03/2021	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[527] SEALED PER MINUTE ORDER 12/22/21 [527] Caesars' Opposition to the Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on Order Shortening Time</i>
12/03/2021	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[528] Motion to Redact Caesars' Opposition to the Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on Order Shortening Time</i>
12/06/2021	 Motion to Seal/Redact Records Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig <i>[529] The Development Parties' Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment</i>
12/06/2021	 Reply in Support

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[530] The Development Parties' Reply in Support of Their Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment (Redacted)</i></p>
12/06/2021	<p> Filed Under Seal</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[531] SEALED PER ORDER 2/8/22 [531] The Development Parties' Reply in Support of Their Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment FILED UNDER SEAL</i></p>
12/06/2021	<p> Clerk's Notice of Hearing</p> <p><i>[532] Notice of Hearing</i></p>
12/07/2021	<p> Notice of Change of Hearing</p> <p><i>[533] Notice of Change of Hearing</i></p>
12/07/2021	<p> Clerk's Notice of Hearing</p> <p><i>[534] Notice of Hearing</i></p>
12/14/2021	<p> Receipt</p> <p><i>[535] Receipt of In Camera Documents</i></p>
12/27/2021	<p> Order Granting Motion</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[536] Order Granting the Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment</i></p>
12/27/2021	<p> Notice of Entry of Order</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant DNT Acquisition LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig</p> <p><i>[537] Notice of Entry of Order Granting the Development Parties' Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment</i></p>
12/29/2021	<p> Stipulation and Order</p> <p><i>[538] Stipulation and Order to Reschedule Hearing on Motions and Status Check</i></p>
12/30/2021	<p> Notice of Entry of Stipulation and Order</p> <p>Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig  
*[539] Notice of Entry of Stipulation and Order to Reschedule Hearing on Motions and Status Check*

12/30/2021



## Supplement to Opposition

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig

*[540] The Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment filed by Caesars and Ramsay*

01/03/2022



## Order Granting Motion

Filed By: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party PHWLTV LLC; Consolidated Case Party Boardwalk Regency Corporation

*[541] Order Granting Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No 1 and Motion for Summary Judgment No 2 and to Seal Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of its Motion for Summary Judgment*

01/04/2022



## Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[542] Notice of Entry of Order Granting Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment*

01/12/2022



## Recorders Transcript of Hearing

*[543] Transcript of Proceedings: All Pending Motions, December 6, 2021*

01/13/2022



## Reply

Filed by: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[544] Caesars' Reply to the Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay*

01/13/2022



## Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[545] Motion to Redact Caesars' Reply to the Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto*

01/13/2022














## Objection

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation

*[546] Objection to Exhibits Offered in Support of Plaintiffs' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment*

# CASE SUMMARY

CASE NO. A-17-751759-B

01/13/2022	 Filed Under Seal Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[547] SEALED PER ORDER 5/31/22 [547] Caesars' Reply to the Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay</i>
01/13/2022	 Reply Filed by: Defendant Ramsay, Gordon <i>[548] Gordon Ramsay's Reply to Development Entities' Omnibus Supplement to Summary Judgment Briefing</i>
01/27/2022	 Clerk's Notice of Hearing <i>[549] Clerk's Notice of Hearing</i>
01/28/2022	 Order Granting Motion Filed By: Consolidated Case Party Desert Palace Inc <i>[550] Order Granting Motion to Redact Caesars' Motions for Summary Judgment No. 1 and No. 2 and Seal Certain Exhibits to the Appendix in Support Thereof</i>
01/28/2022	 Notice of Entry of Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[551] Notice of Entry of Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i>
02/01/2022	 Recorders Transcript of Hearing <i>[552] Recorder's Transcript of Hearing: Gordon Ramsay's Motion for Summary Judgment, Thursday January 20, 2022</i>
02/08/2022	 Order <i>[553] Omnibus Order Granting the Development Parties' Motions to Seal and Redact</i>
02/09/2022	 Notice of Entry of Order Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC; Defendant TPOV Enterprises, LLC; Defendant TPOV Enterprises 16, LLC; Defendant LLTQ Enterprises, LLC; Defendant LLTQ Enterprises 16, LLC; Defendant FERG, LLC; Defendant FERG 16, LLC; Defendant MOTI Partners LLC; Defendant MOTI Partners 16 LLC; Counter Claimant R Squared Global Solutions, LLC; Defendant Green, Craig <i>[554] Notice of Entry of Order</i>
03/21/2022	 Order Scheduling Status Check <i>[555] Order Scheduling Status Check</i>
04/08/2022	 Stipulation and Order Filed by: Consolidated Case Party Desert Palace Inc <i>[556] Stipulation and Order Regarding Deadlines to File Motions for Summary Judgment and Motions in Limine</i>
04/08/2022	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p>Party Boardwalk Regency Corporation</p> <p><i>[557] Notice of Entry of Stipulation and Order Regarding Deadlines to File Motions for Summary Judgment and Motions in Limine</i></p>
05/25/2022	<p> Findings of Fact, Conclusions of Law and Judgment</p> <p>Filed by: Defendant Ramsay, Gordon</p> <p><i>[558] Findings of Fact Conclusions of Law and Order Granting Gordon Ramsay's Motion for Summary Judgment</i></p>
05/31/2022	<p> Findings of Fact, Conclusions of Law and Order</p> <p><i>[559] Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 1</i></p>
05/31/2022	<p> Order to Seal</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[560] Order Granting Motion to Redact Caesars' Reply to Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment and Seal Exhibit 115 Thereto</i></p>
05/31/2022	<p> Findings of Fact, Conclusions of Law and Order</p> <p>Filed By: Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[561] Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2</i></p>
05/31/2022	<p> Memorandum</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[562] Gordon Ramsay's Memorandum of Costs and Disbursements</i></p>
05/31/2022	<p> Appendix</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[563] Appendix to Gordon Ramsay's Memorandum of Costs and Disbursements</i></p>
06/02/2022	<p> Notice of Appearance</p> <p>Party: Defendant Ramsay, Gordon</p> <p><i>[564] Notice of Appearance</i></p>
06/02/2022	<p> Notice of Entry of Findings of Fact, Conclusions of Law</p> <p>Filed By: Defendant Ramsay, Gordon</p> <p><i>[565] Notice of Entry</i></p>
06/02/2022	<p> Notice of Entry of Order</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation</p> <p><i>[566] Notice of Entry of Order Granting Motion to Redact Caesars' Reply to Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto</i></p>
06/02/2022	<p> Stipulation and Order</p> <p><i>[567] Stipulation and Order of Dismissal with Prejudice</i></p>
06/03/2022	<p> Notice of Entry of Stipulation and Order</p> <p>Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
[568] Notice of Entry of Stipulation and Order of Dismissal with Prejudice

06/03/2022



Motion to Retax

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC  
[569] Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by Gordon Ramsay

06/03/2022



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
[570] Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 1

06/03/2022



Notice of Entry of Order

Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation  
[571] Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2

06/03/2022



Clerk's Notice of Hearing

[572] Notice of Hearing

06/06/2022



Stipulation and Order

[573] Stipulation and Order to Extend Deadline to File Motions for Summary Judgment Related to Counts IV, V, VI, VII, and VIII of the Amended Complaint (First Request)

06/06/2022



Amended Certificate of Service

Party: Defendant Ramsay, Gordon  
[574] Amended Certificate of Service

06/06/2022



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant PHWLTV LLC  
[575] Notice of Entry of Stipulation and Order to Extend Deadline to File Motions for Summary Judgment Related to Counts IV, V, VI, VII, and VIII of the Amended Complaint (First Request)

06/06/2022



Memorandum of Costs and Disbursements

Filed By: Counter Claimant PHWLTV LLC  
[576] PHWLTV LLC's Memorandum of Costs

06/06/2022



Appendix

Filed By: Counter Claimant PHWLTV LLC  
[577] Appendix in Support of PHWLTV, LLC's Memorandum of Costs

06/09/2022



Motion to Retax

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC  
[578] Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWLTV, LLV

06/10/2022
















Clerk's Notice of Hearing

[579] Notice of Hearing
















# CASE SUMMARY

CASE NO. A-17-751759-B

06/16/2022	 Supplement Filed by: Defendant Ramsay, Gordon <i>[580] Supplement to Gordon Ramsay's Verified Memorandum of Costs and Disbursements</i>
06/16/2022	 Appendix Filed By: Defendant Ramsay, Gordon <i>[581] Appendix to Supplement to Gordon Ramsay's Verified Memorandum of Costs and Disbursements Volume I of III</i>
06/16/2022	 Appendix Filed By: Defendant Ramsay, Gordon <i>[582] Appendix to Supplement to Gordon Ramsay's Verified Memorandum of Costs and Disbursements Volume II of III</i>
06/16/2022	 Appendix Filed By: Defendant Ramsay, Gordon <i>[583] Appendix to Supplement to Gordon Ramsay's Verified Memorandum of Costs and Disbursements Volume III of III</i>
06/17/2022	 Motion for Summary Judgment Filed By: Defendant Green, Craig <i>[584] Craig Green's Motion for Summary Judgment</i>
06/17/2022	 Motion to Seal/Redact Records Filed By: Defendant Green, Craig <i>[585] Craig Green's Motion to Seal Exhibits 1-6 and 9-11 to His Motion for Summary Judgment</i>
06/17/2022	 Appendix Filed By: Defendant Green, Craig <i>[586] Appendix of Exhibits to Craig Green's Motion for Summary Judgment</i>
06/17/2022	 Temporary Seal Pending Court Approval Filed By: Defendant Green, Craig <i>[587] Appendix of Exhibits to Craig Green's Motion for Summary Judgment FILED UNDER SEAL</i>
06/17/2022	 Clerk's Notice of Hearing <i>[588] Notice of Hearing</i>
06/17/2022	 Clerk's Notice of Hearing <i>[589] Notice of Hearing</i>
06/17/2022	 Clerk's Notice of Hearing <i>[590] Notice of Hearing</i>
06/17/2022	 Opposition to Motion Filed By: Defendant Ramsay, Gordon <i>[591] Opposition to Rowen Seibel and GR Burger, LLC's Motion to Retax and Settle the Costs Claimed by Gordon Ramsay</i>
06/20/2022	 Stipulation and Order <i>[592] Stipulation and Order to Extend Deadline to File Motions for Summary Judgment Related to Counts IV, V, VI, VII and VIII of the Amended Complaint (Second Request)</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

06/21/2022	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant PHWLTV LLC; Consolidated Case Party Desert Palace Inc; Consolidated Case Party Paris Las Vegas Operating Company LLC; Consolidated Case Party Boardwalk Regency Corporation <i>[593] Notice of Entry of Stipulation and Order to Extend Deadline to File Motions for Summary Judgment Related to Counts IV, V, VI, VII, and VIII of the Amended Complaint (Second Request)</i>
06/23/2022	 Opposition Filed By: Counter Claimant PHWLTV LLC <i>[594] Opposition to Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWLTV, LLC</i>
06/23/2022	 Motion to Seal/Redact Records Filed By: Counter Claimant PHWLTV LLC <i>[595] Motion to Redact Opposition to Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWLTV, LLC and Seal Exhibit C Thereto</i>
06/23/2022	 Temporary Seal Pending Court Approval Filed By: Counter Claimant PHWLTV LLC <i>[596] Opposition to Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWLTV, LLC</i>
06/23/2022	 Temporary Seal Pending Court Approval Filed By: Defendant Ramsay, Gordon <i>[597] Motion to Redact Gordon Ramsey's Motion for Attorneys' Fees and Seal Exhibit A</i>
06/23/2022	 Motion for Attorney Fees Filed By: Defendant Ramsay, Gordon <i>[598] Gordon Ramsey's Motion for Attorneys' Fees</i>
06/23/2022	 Appendix Filed By: Defendant Ramsay, Gordon <i>[599] Appendix I of II</i>
06/23/2022	 Appendix Filed By: Defendant Ramsay, Gordon <i>[600] Appendix II of II</i>
06/24/2022	 Clerk's Notice of Hearing <i>[601] Notice of Hearing</i>
06/24/2022	 Clerk's Notice of Hearing <i>[602] Notice of Hearing</i>
06/24/2022	 Notice of Appeal Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC <i>[603] Notice of Appeal</i>
06/24/2022	 Case Appeal Statement Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC <i>[604] Case Appeal Statement</i>
06/24/2022	 Appendix Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC

# CASE SUMMARY

CASE NO. A-17-751759-B

[605] Appendix of Exhibits to: (1) Case Appeal Statement; and (2) Notice of Appeal

06/24/2022



Notice of Filing Cost Bond

Filed By: Counter Defendant Seibel, Rowen; Other Plaintiff GR BURGR LLC

[606] Rowen Seibel and GR Burgr, LLC's Notice of Filing Cost Bond

06/24/2022



Motion for Attorney Fees

Filed By: Counter Claimant PHWLTV LLC

[607] PHWLTV, LLC's Motion for Attorneys' Fees

06/24/2022



Motion to Seal/Redact Records

Filed By: Counter Claimant PHWLTV LLC

[608] Motion to Redact PHWLTV, LLC's Motion for Attorneys' Fees and Seal Exhibit 1 Thereto

06/25/2022



Appendix

Filed By: Counter Claimant PHWLTV LLC

[609] Appendix in Support of PHWLTV, LLC's Motion for Attorneys' Fees vol. 1

06/25/2022



Temporary Seal Pending Court Approval

Filed By: Counter Claimant PHWLTV LLC

[610] PHWLTV, LLC's Motion for Attorneys' Fees

06/25/2022



Appendix

Filed By: Counter Claimant PHWLTV LLC

[611] Appendix in Support of PHWLTV, LLC's Motion for Attorneys' Fees vol. 2

06/25/2022



Appendix

Filed By: Counter Claimant PHWLTV LLC

[612] Appendix in Support of PHWLTV, LLC's Motion for Attorneys' Fees vol. 3

06/27/2022



Clerk's Notice of Hearing

[613] Notice of Hearing

06/27/2022



Clerk's Notice of Hearing

[614] Notice of Hearing

## **DISPOSITIONS**

06/15/2017

**Order of Dismissal Without Prejudice** (Judicial Officer: Hardy, Joe)

Debtors: Rowen Seibel (Plaintiff), GR BURGR LLC (Plaintiff)

Creditors: PHWLTV LLC (Defendant)

Judgment: 06/15/2017, Docketed: 06/15/2017

Comment: Certain Claims

05/25/2022

**Summary Judgment** (Judicial Officer: Williams, Timothy C.)

Debtors: Rowen Seibel (Plaintiff)

Creditors: Gordon Ramsay (Defendant)

Judgment: 05/25/2022, Docketed: 05/26/2022

06/02/2022

**Order of Dismissal With Prejudice** (Judicial Officer: Williams, Timothy C.)

Debtors: Original Homestead Restaurant Inc (Intervenor Plaintiff)

Creditors: Desert Palace Inc (Intervenor Defendant)

Judgment: 06/02/2022, Docketed: 06/03/2022

## **HEARINGS**

03/22/2017



**Motion for Preliminary Injunction** (9:00 AM) (Judicial Officer: Hardy, Joe)

# CASE SUMMARY

CASE NO. A-17-751759-B

*Plaintiff Rowen Seibel's Motion for Preliminary Injunction on Order Shortening Time Denied Without Prejudice;*

Journal Entry Details:

*Also present: Paul Sweeney, Esq., who would be filing to associate in as Pro Hac Vice counsel for Plaintiffs. Mr. McNutt argued in support of the Motion, stating that no valid termination had taken place; however, if the Court found there was a valid termination, Defendant PHWL, LLC should be enjoined from using any general GR BURGER materials in any rebranded restaurants. Additionally, Mr. McNutt argued that, pursuant to provision 14.01.2 of the agreement, no bond should be required for a Preliminary Injunction. Mr. Pisanelli argued in opposition, stating that a new operation had been opened in the location of the previous restaurant, and there was no invalid termination of the agreement. Mr. Wilt joined Mr. Pisanelli's arguments, stating that there was nothing in the agreement prohibiting Gordon Ramsay, as an individual, from developing a new space. COURT ORDERED Motion DENIED WITHOUT PREJUDICE, FINDING the following: (1) the instant hearing was not an Evidentiary Hearing, and had not been consolidated with a trial on the merits; (2) Plaintiffs failed to meet their burden of proof as to demonstrating irreparable harm and a likelihood of success on the merits; (3) Plaintiffs also failed to meet their burden as to demonstrating a balance of hardships that would favor the Plaintiffs, or demonstrating that public policy would favor Plaintiffs' request; (4) the money that was allegedly owed, even if it was owed, did not support a finding of irreparable harm; (5) as the Defendants argued, despite the language in the contract, the Court must still find irreparable harm in order to grant a Preliminary Injunction; and (6) as to the request to enjoin the future use of general Gordon Ramsey materials, the burden of showing the appropriateness of said injunction had not been met by the Plaintiff. Mr. Pisanelli to prepare the Order and forward it to opposing counsel for approval as to form and content.;*

05/17/2017



**Motion to Dismiss (9:00 AM)** (Judicial Officer: Hardy, Joe)

*Planet Hollywood's Motion to Dismiss Plaintiff's Claims*

## MINUTES

Granted in Part;

Journal Entry Details:

*Mr. Pisanelli argued in support of the Motion, stating that there was no breach of contract; therefore, there could not be a civil conspiracy claim. Mr. Wilt, having filed a Joinder on behalf of Defendant Gordon Ramsey, argued in support of the Motion, stating that there was no provision in the contract stating that Planet Hollywood could not conduct any business with Gordon Ramsey; if such a provision did exist, then it would be restrictive. Mr. McNutt argued in opposition, stating that the post-termination contract had resulted in a breach of agreement. Additionally, Mr. McNutt argued that there was nothing that allowed Gordon Ramsey to direct Planet Hollywood to pay him a portion of the monies due and owing to GR Burgr, LLC. COURT ORDERED the instant Motion was hereby GRANTED IN PART WITHOUT PREJUDICE / DENIED IN PART WITHOUT PREJUDICE. COURT FURTHER ORDERED the Joinder was DENIED WITHOUT PREJUDICE. The COURT FOUND the following: (1) on the Breach of Contract, particularly paragraph 68 of the Complaint, the Motion was GRANTED as to subsections a), f), and h); (2) the plain language and clear reading of the operating agreement, precluded those subsections from being breaches of contract; (3) subsection e) was questionable; however, the Court accepted all facts as true as pleaded in the Complaint; (4) even on a Motion to Dismiss standard, it was appropriate to consider the parties' written agreement that the Complaint relied upon; (5) there was no dispute that the contract was entered into, and existed; (6) it was appropriate to DENY the remainder of the Motion, as claims upon which relief could be granted under Nevada law had been stated; (7) the applied covenant of good faith and fair dealing, did allege - at least on its face - the extra contractual duties and breaches that would be appropriate for that type of claim; (8) regarding unjust enrichment, there was an operating agreement, and there was no dispute that it was entered into; however, Nevada law allowed alternative theories of relief, and alternative causes of action; (9) regarding civil conspiracy and declaratory relief, causes of action had been pled upon which relief could be granted under Nevada law; (10) the breach of contract claims against Defendant Gordon Ramsey differed from the ones asserted against Defendant Planet Hollywood, and they did state claims upon which relief could be granted under Nevada law. Mr. Pisanelli to prepare the Order and forward it to opposing counsel for approval as to form and content.;*

08/28/2017



**Mandatory Rule 16 Conference (10:30 AM)** (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

**CASE SUMMARY****CASE NO. A-17-751759-B**

Upon Court's inquiry, counsel indicated the parties had exchanged their lists of documents and witnesses. Regarding the scheduling of discovery, Mr. McNutt stated that the parties had not discussed discovery yet, due to recent events that may affect the instant case. Mr. Wilt made the following representations: (1) Mr. Wilt's client had recently filed for dissolution of GR BURGR, LLC in a Delaware Court; (2) on August 25, 2017, an decision was reached by the Delaware Court on the Motion for Judgment on the Pleadings; (3) the Delaware Court Ordered the judicial dissolution of GR BURGR, LLC; (4) as part of the Delaware Court's Order, the parties were directed to submit an Implementing Order for Dissolution, and also directed the parties to agree upon and appoint a Liquidating Trustee; and (5) the Liquidating Trustee would be responsible for making the decision as to whether to proceed with the claims in the instant case, as well as whether to proceed on similar claims in the Delaware Court. As a result of the decision regarding dissolution, Mr. Wilt stated that Mr. Seibel no longer had standing to assert the claims in the instant case, nor did he have standing to assert derivative claims on behalf of GR BURGR, LLC. Ms. Mercera advised that she did not believe the affirmative Counter Claims asserted against Mr. Seibel were affected by the dissolution decision; therefore, discovery should proceed on those Counter Claims. Mr. McNutt represented that the Order from the Delaware Court was not a final Order, the Plaintiffs would be appealing it, and there would a Motion for Stay filed in the instant case. COURT ORDERED that it was not inclined to stay the instant case presently; however, if either of the parties wished for the case to be stayed, they could file the appropriate written Motion. The Court noted for the record that it had received a copy of the Delaware Court's Order, and would be reviewing it. Given the issues in the case, Mr. McNutt suggested a nine month discovery period; Ms. Mercera and Mr. Wilt suggested a six month discovery period. COURT ORDERED the CLOSE of DISCOVERY would be May 23, 2018, and the DISPOSITIVE MOTION DEADLINE would be June 22, 2018. Mr. McNutt noted that he would be discussing phased discovery with the parties, and if the parties could come to an agreement, a Stipulation and Order would be submitted to the Court. COURT ORDERED, subsequent to the parties' discussions regarding phased discovery, they were to FILE a Joint Case Conference Report (JCCR); if the parties were unable to agree upon a JCCR, they could raise any issues they were having with the Court. COURT FURTHER ORDERED a Status Check regarding the filing of the JCCR was hereby SET on the Department's Chambers Calendar. Regarding ESI Protocol, Mr. McNutt advised that the parties had received an ESI Protocol from the Federal Court, and that same Protocol could be utilized in the instant case. Upon Court's inquiry, counsel stated that neither a Special Master, nor a Receiver, was necessary at this juncture. Upon Court's inquiry, counsel advised that they did not feel a settlement conference would be beneficial at this time. COURT ORDERED a trial date was hereby SET. A Trial Order shall issue. 9/11/17 (CHAMBERS) STATUS CHECK: FILING OF JCCR 8/13/18 8:30 AM PRE TRIAL CONFERENCE 8/29/18 8:30 AM CALENDAR CALL 9/18 10:30 AM JURY TRIAL ;

09/11/2017

**Status Check (3:00 AM)** (Judicial Officer: Hardy, Joe)

Status Check: Filing of the JCCR

Minute Order - No Hearing Held;

Journal Entry Details:

Court staff verified that the joint case conference report has been filed. CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@cmlawnv.com], Matthew C. Wolf, Esq. [mcw@cmlawnv.com], Allen J. Wilt, Esq. [awilt@fclaw.com], and John D. Tennert, Esq. [jtennert@fclaw.com]. (KD 9/19/17);

09/25/2017

**Motion to Associate Counsel (3:00 AM)** (Judicial Officer: Hardy, Joe)

Plaintiff/Counter-Defendant, Rowen Seibel's Motion to Associate Counsel

Minute Order - No Hearing Held;

Journal Entry Details:

COURT ORDERED, Plaintiff's Motion to Associate Counsel (Paul Sweeney, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules. CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@cmlawnv.com], Matthew C. Wolf, Esq. [mcw@cmlawnv.com], James Pisanelli, Esq. [jpp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittnie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], and John Tennert, Esq. [jtennert@fclaw.com]. (KD 9/27/17);

11/07/2017

**Motion for Partial Summary Judgment (9:00 AM)** (Judicial Officer: Hardy, Joe)

Plaintiff's Motion For Partial Summary Judgment Concerning (1) The Payment Of The License Fee Through March 31, 2017, And (2) The Breach Of 14.21 Of The Development Agreement

# CASE SUMMARY

CASE NO. A-17-751759-B

Vacate;

Journal Entry Details:

*The Court noted that it had reviewed the Motion for Partial Summary Judgment, as well as the Opposition and Reply, and requested that the parties address whether the best course of action would be to wait and see what actions the liquidating trustee took. Mr. Sweeney argued in support of the Motion, stating that Plaintiff was seeking the enforcement of section 14.21 of the development agreement. Regarding the Court's concerns pertaining to the liquidating trustee, Mr. Sweeney represented that the liquidating trustee had not yet accepted the appointment, and was hesitant to do so due to the lack of money in the entity. Mr. Wilt stated that it was Defendant's position that the ruling on the instant Motion be deferred, as the initial order of dissolution expressly provided that the trustee shall have exclusive authority to prosecute or defend. COURT ORDERED the instant Motion was hereby VACATED, FINDING the following: (1) there were concerns regarding Rowan Seibel's ability to prosecute the claims on behalf of GR BURGR, LLC; (2) although the liquidating trustee had been appointed, the trustee had not yet accepted the appointment; and (3) the Court's reading of the Delaware Court's Order was that the trustee was given the authority and ability to review such issues as those raised in the instant Motion, and then had the ability and authority to determine whether to prosecute them or not. Mr. Pisanelli suggested that a status check be set in approximately thirty (30) days, to determine the course of the case. Mr. Sweeney and Mr. Wilt indicated there was no opposition to Pisanelli's suggestion. COURT ORDERED a status check was hereby SET. 12/5/17 9:00 AM STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS;*

12/05/2017



**Status Check (9:00 AM)** (Judicial Officer: Hardy, Joe)

**12/05/2017, 01/09/2018, 02/06/2018, 04/12/2018, 05/01/2018**

Status Check: Status of Case / Delaware Proceedings

04/03/2018

*Continued to 04/04/2018 - Stipulation and Order - PHWLV LLC; Seibel, Rowen; GR BURGR LLC; Ramsay, Gordon; DNT ACQUISITION LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; DNT Acquisition LLC; DNT ACQUISITION LLC; MOTI Partners LLC; MOTI PARTNERS, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises, LLC; MOTI PARTNERS, LLC; LLTQ Enterprises, LLC; MOTI PARTNERS, LLC; MOTI Partners 16 LLC; LLTQ Enterprises, LLC; Frederick, J. Jeffrey*

Continued;

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Matter Heard;

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Matter Heard;

Continued;

Continued;

Continued;

Continued;

Continued;

Matter Heard;

Journal Entry Details:

*Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Counter Defendant Rowen Seibel; James Wilt, Esq. on behalf of Defendant Gordon Ramsay; and Kurt Heyman, Liquidating Trustee for GR BURGR, LLC. Ms. Mercera stated that the parties were attempting to consolidate another case with the instant case; however, one half of a party had not agreed to sign the Stipulation and Order to Consolidate, which the other parties had already signed. Upon Court's inquiry, Ms. Mercera advised that the half of the entity refusing to sign, had not yet filed an Answer, and had only retained New York counsel as of the instant hearing. Upon Court's inquiry, counsel indicated there was no objection to the consolidation. COURT ORDERED the parties to provide it with the Stipulation and Order, including the signatures of all parties who had appeared in the case thus far. Regarding moving forward with the case, Mr. Heyman represented that he had initial discussions with Caesar's regarding a potential resolution of the case, and would be having similar discussions with counsel for Defendant Ramsay and Plaintiff Seibel. Additionally, Mr. Heyman stated that he had been given an informal extension to February 15, 2018, for the filing of the Report and Recommendations,*

# CASE SUMMARY

CASE NO. A-17-751759-B

and to report back to the Delaware Court of Chancery; however, additional time may be required to complete those tasks. Colloquy regarding whether an additional status check should be set. Mr. McNutt advised that Motions to Dismiss would be filed subsequent to the consolidation of the cases, and the scheduling issues could be addressed during those Motion hearings. The Court noted that it appeared, given the circumstances of the case, that the current trial and discovery schedule would not work; however, it would leave the issue to counsel to work through. COURT ORDERED the status check was hereby CONTINUED. CONTINUED TO: 4/3/18 9:00 AM;

Continued;

Continued;

Continued;

Continued;

Matter Heard;

Journal Entry Details:

Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Other Plaintiff GRBURGR, LLC and Defendant / Counter Claimant PHWLTV, LLC; Allen J. Wilt, Esq. on behalf of Defendant Gordon Ramsay. The Court noted that the Trustee attempted to appear via CourtCall, but did not set up the service in a timely manner. The COURT DIRECTED counsel to inform the Trustee that he would be permitted to appear via CourtCall, but would need to set that up at least a day prior to whichever hearing he would be appearing for. Mr. McNutt stated that the Liquidating Trustee had been appointed and had accepted the appointment. Mr. McNutt requested a continuance of thirty (30) days to allow the Trustee to review all pertinent information, and to determine whether he wished to move forward with litigation. Ms. Mercera and Mr. Wilt affirmed Mr. McNutt's statements. Mr. Wilt represented that Defendant Siebel's Motion to Certify the Dissolution Order as a Certified Final Judgment had recently been denied by the Delaware Court. COURT ORDERED the instant matter was hereby CONTINUED, noting that the parties could submit a Stipulation and Order if the Trustee required more than thirty (30) days. Colloquy regarding the consolidation of the instant case with related omnibus case. Ms. Mercera noted that the parties were preparing a Stipulation and Order regarding the consolidation, but would need the approval of the Trustee before it could be submitted to the Court. Mr. McNutt requested that the Court approve the consolidation without the Stipulation and Order. The COURT DIRECTED the parties to submit the Stipulation and Order to the Court, and to file the appropriate Motion if the parties could not reach an agreement. CONTINUED TO: 2/6/18 9:00 AM;

Continued;

Continued;

Continued;

Continued;

Matter Heard;

Journal Entry Details:

Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Other Plaintiff GR BURGR, LLC and Defendant / Counter Claimant PHWLTV, LLC; Allen J. Wilt, Esq. on behalf of Gordon Ramsay. The Court noted that the instant hearing had been set to determine what was taking place in Delaware. Mr. McNutt advised that a liquidating trustee had not yet been appointed, and requested that the status check be continued approximately thirty (30) days. Mr. Wilt represented that the trustee candidate, Mr. Hammond, was hesitant to accept the appointment due to concerns that there were no funds in the GR BURGR, LLC entity with which to compensate him; however, Delaware counsel had recently proposed that both parties contribute funds to the GR BURGR, LLC entity, so that the trustee could accept appointment. Due to the funds being advanced to GR BURGR, LLC, Mr. Hammond had agreed to accept the appointment, and a proposed Order would be signed and circulated within one to two weeks. COURT ORDERED the instant matter was hereby CONTINUED. CONTINUED TO: 1/9/18 9:00 AM;

04/12/2018

**Motion to Dismiss (9:00 AM)** (Judicial Officer: Hardy, Joe)

**04/12/2018, 05/01/2018**

*Defendant's Motion to Dismiss or in the Alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC*

Continued;

Denied Without Prejudice;

Continued;




Denied Without Prejudice;

04/12/2018

**Motion to Dismiss (9:00 AM)** (Judicial Officer: Hardy, Joe)

**CASE SUMMARY**

**CASE NO. A-17-751759-B**

	<p><b>04/12/2018, 05/01/2018</b>  <i>Defendant Rowen Seibel's Motion to Dismiss Plaintiffs' Claims</i>  Continued;  Denied Without Prejudice;  Continued;  Denied Without Prejudice;</p>
04/12/2018	<p><b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Hardy, Joe)  <b>04/12/2018, 05/01/2018</b>  <i>Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiff's Claims</i>  Continued;  Denied Without Prejudice;  Continued;  Denied Without Prejudice;</p>
04/12/2018	<p><b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Hardy, Joe)  <b>04/12/2018, 05/01/2018</b>  <i>Defendants' Amended Motion to Dismiss or in the Alternative , To Stay Claims Asserted Against LLTQ/FERG Defendants</i>  Continued;  Denied Without Prejudice;  Continued;  Denied Without Prejudice;</p>
04/12/2018	<p><b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Hardy, Joe)  <b>04/12/2018, 05/01/2018</b>  <i>Defendants' Amended Motion to Dismiss or in the Alternative , To Stay Claims Asserted Against MOTI Defendants</i>  Continued;  Denied Without Prejudice;  Continued;  Denied Without Prejudice;</p>
04/12/2018	<p> <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Hardy, Joe)  Matter Heard;  Journal Entry Details:  DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST MOTI DEFENDANTS...DEFENDANT'S MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST DEFENDANT DNT ACQUISITION, LLC...DEFENDANT ROWEN SEIBEL'S MOTION TO DISMISS PLAINTIFFS' CLAIMS...STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS...DEFENDANTS TPOV ENTERPRISES AND TPOV ENTERPRISES 16'S MOTION TO DISMISS PLAINTIFF'S CLAIMS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST LLTQ / FERG DEFENDANTS The Court noted that it had e-mailed the parties in order to determine a continuance date that worked for all parties. Ms. Mercera stated that the parties were attempting to coordinate dates, and would notify the Court once they had decided upon a date. COURT ORDERED the instant Motions were hereby CONTINUED, date to be determined.;</p>
04/23/2018	<p> <b>Motion to Associate Counsel</b> (9:00 AM) (Judicial Officer: Hardy, Joe)  <i>Plaintiffs' Motion to Associate Counsel Jeffrey John Zeiger, Esq.; Ex Parte Application for Order Shortening Time</i>  Motion Granted;  Journal Entry Details:  There being no Opposition, COURT ORDERED the instant Motion was hereby GRANTED. Ms. Mercera to prepare the Order, and submit it directly to the Court.;</p>
04/30/2018	<p> <b>Motion to Associate Counsel</b> (3:00 AM) (Judicial Officer: Hardy, Joe)  <i>Defendants' Motion to Associate Counsel</i>  Minute Order - No Hearing Held;</p>



# CASE SUMMARY

CASE NO. A-17-751759-B

**Journal Entry Details:**

*COURT ORDERED, Defendants Motion to Associate Counsel (Nathan Rugg, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules. CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [mcw@mcnuttlawfirm.com], James Pisanelli, Esq. [jpp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittnie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], John Tennert, Esq. [jtennert@fclaw.com], Robert E. Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 4/30/18);*

04/30/2018



**Motion to Associate Counsel (3:00 AM) (Judicial Officer: Hardy, Joe)**

*Defendants' Motion to Associate Steven Chaiken*

Minute Order - No Hearing Held;

**Journal Entry Details:**

*COURT ORDERED, Defendants Motion to Associate Counsel (Steven Chaiken, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules. CLERK'S NOTE: A copy of this minute order was e-mailed to: Danie R. McNutt, Esq. [drm@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [mcw@mcnuttlawfirm.com], James Pisanelli, Esq. [jpp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittnie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], John Tennert, Esq. [jtennert@fclaw.com], Robert E. Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 4/30/18);*

05/01/2018



**All Pending Motions (9:00 AM) (Judicial Officer: Hardy, Joe)**

Matter Heard;

**Journal Entry Details:**

*Also present: Jeffrey Zeiger, Esq. on behalf of PHWL, LLC, Desert Palace, Inc., Boardwalk Regency Corporation, and Paris Las Vegas Operating Company, LLC; and Nathan Rugg, Esq. on behalf of the MOTI, FERG, and LLTQ entities. STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS Mr. Sweeney represented that the Trustee had discussions with Gordon Ramsey's counsel, and they had reached an agreement in principal on a settlement in the Delaware action; however, the settlement had not yet been finalized. Mr. Zeiger affirmed Mr. Sweeney's representations. Upon Court's inquiry, counsel stated that there was nothing further for the Court to address (related to the Delaware proceedings) at this time. DEFENDANT'S MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST DEFENDANT DNT ACQUISITION, LLC...DEFENDANT ROWEN SEIBEL'S MOTION TO DISMISS PLAINTIFFS' CLAIMS...DEFENDANTS TPOV ENTERPRISES AND TPOV ENTERPRISES 16'S MOTION TO DISMISS PLAINTIFF'S CLAIMS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST LLTQ/FERG DEFENDANTS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST MOTI DEFENDANTS Mr. Pisanelli noted that one Opposition had been filed in response to all of the pending Motions to Dismiss, and he wished to allow of Defendants' counsel to argue their respective Motions, prior to arguing in Opposition. Arguments by Mr. Rugg, Mr. McNutt, and Mr. Sweeney in support of their respective Motions. Arguments in opposition by Mr. Pisanelli. COURT ORDERED all of the pending Motions to Dismiss were hereby DENIED WITHOUT PREJUDICE, FINDING the following: (1) the first to file doctrine was a doctrine of discretion, and under the totality of the circumstances in the instant case, it made sense for the Court to exercise its discretion in not deferring to the first to file doctrine; (2) comity supported the denial of the Motions, as pointed out by Judge Davis's Order regarding why the proceedings should go forward in State Court; (3) the Court's decision was made under the Motion to Dismiss standard, under which the Court must assume that pleadings being alleged were true; (4) the instant Motions were not Summary Judgment Motions; (5) the Court did consider the subject contracts; because, even though the instant Motions were Motions to Dismiss, the contracts referred to/attached to the pleadings, could be considered by the Court under the Motion to Dismiss standard; (6) the Court agreed with Caesar's arguments that the actions involved in the various cases, involved suitability questions related to Rowen Seibel, before and after the contracts; (7) there was great potential for inconsistent rulings amongst the different actions, and keeping before this Court would hopefully alleviate some of that potential; (8) the subject contracts had nearly identical suitability provisions, which supported the denial of the instant Motions; (9) the instant action was the most comprehensive action, and the most efficient; (10) the determination on the issues in the instant case, may be binding on all parties in front of this Court, and the repercussions of the determinations on the contracts may be litigated elsewhere; however, it made sense under the totality of the circumstances to keep, what the Court would characterize as a*

# CASE SUMMARY

CASE NO. A-17-751759-B

determination on a key issue, before this Court; (11) this Court, in rendering its ruling, was not attempting to tell any other Court what they should do; (12) the request for a STAY was DENIED WITHOUT PREJUDICE, as the case needed to move forward, and be decided on its merits; (13) any discovery taken in any other actions, could presumably be used in the instant case; however, if any of the parties felt otherwise, the Court would address those objections once they were properly raised; (14) the FERG entities were in a somewhat unique position compared to the other Defendants, given FERG's contract, and the forum selection clause contained therein; (15) ordinarily the Court would defer to a forum selection clause; however, the FERG entities, whether they were doing so voluntarily or not, were already litigating in a forum that was not New Jersey; (16) there has been no indication that the merits were reached in any of the other cases; (17) while the Court appreciated the comments by the Judge in one of the other cases regarding the merits, those comments were not an actual determination on the merits; (18) this Court had subject matter jurisdiction over the Defendants, including the FERG entities; and (19) the Court disagreed with Caesar's interpretation of the 14.10(c) contract provision, where they attempted to argue that it only applied to arbitration, and not to litigation; the Court felt that the provision's language was clear, and that it did apply to litigation. Mr. Pisanelli to prepare one Order for all of the Motions to Dismiss, and forward it to opposing counsel for approval as to form and content.;

05/14/2018



**Motion to Associate Counsel** (3:00 AM) (Judicial Officer: Hardy, Joe)

*Plaintiffs' Motion to Associate Counsel William Edward Arnault, IV, Esq.*

Minute Order - No Hearing Held;

Journal Entry Details:

COURT ORDERED, Plaintiffs Motion to Associate Counsel (William Edward Arnault, IV, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules. IT IS FURTHER ORDERED that by accepting this admission, Counsel agrees to submit to the Court s jurisdiction and appear without subpoena for any proceedings required by the Court which relate to Counsel s conduct in this matter including motions, depositions, and evidentiary hearings, whether or not Counsel has withdrawn from representing any party pursuant to Supreme Court Rule 42(13) (a). Plaintiff s counsel is to prepare the written order, submit it to Defendants counsel for review and approval, and then submit the order to Department 15 s chambers within 10 days of this minute order pursuant to EDCR 7.21. CLERK'S NOTE: A copy of this minute order was e-mailed to: James J. Pisanelli, Esq. [jpp@pisanellibice.com], Debra L. Spinelli, Esq. [dls@pisanellibice.com], M. Magali Mercera, Esq. [mmm@pisanellibice.com], Brittnie T. Watkins, Esq. [btw@pisanellibice.com], Daniel R. McNutt, Esq. [DRM@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [MCW@mcnuttlawfirm.com], Allen Wilt, Esq. [awilt@fclaw.com], and Robert Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 5/14/18);

07/16/2018

**CANCELED Status Check** (9:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated - per Stipulation and Order*

08/07/2018



**Motion to Stay** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Defendants Motion To Stay All Proceedings In The District Court Pending A Decision On Their Petition For A Writ Of Mandamus Or Prohibition*

## MINUTES

Motion Denied;

Journal Entry Details:

Mr. McNutt provided a procedural summary of the case; stated Judge Hardy denied the Petition and an action was filed with the Nevada Supreme Court; discussed irreparable harm. Court inquired how much discovery would need to be conducted and criminal issues regarding taxes. Mr. McNutt requested this matter be stayed. Mr. Pisanelli argued regarding public policy; stated nothing new is being agreed upon today; stated Nevada is the place for the declaratory relief action to be decided; requested the earlier ruling of Judge Hardy be followed. Arguments by counsel. Court stated findings, and ORDERED, Motion DENIED. Mr. Pisanelli to prepare the Order, if parties cannot agree, to prepare and submit competing orders.;

08/13/2018

**CANCELED Pre Trial Conference** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated - per Stipulation and Order*

08/29/2018



**CANCELED Calendar Call** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated - per Stipulation and Order*

EIGHTH JUDICIAL DISTRICT COURT



**CASE SUMMARY**

**CASE NO. A-17-751759-B**

09/04/2018	<b>CANCELED Jury Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated - per Stipulation and Order</i>
10/23/2018	<b>Motion to Intervene</b> (10:00 AM) (Judicial Officer: Williams, Timothy C.) Motion Granted;
10/23/2018	<b>Motion to Associate Counsel</b> (10:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a The Old Homestead Steakhouse's Motion to Associate Counsel on an Order Shortening Time</i> Motion Granted;
10/23/2018	 <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: <i>PROPOSED PLAINTIFF IN INTERVENTION THE ORIGINAL HOMESTEAD RESTAURANT, INC. D/B/A THE OLD HOMESTEAD STEAKHOUSE'S MOTION TO ASSOCIATE COUNSEL ON AN ORDER SHORTENING TIME...MOTION TO INTERVENE There being no opposition, COURT ORDERED, Motions GRANTED. Orders presented and signed IN OPEN COURT. MANDATORY RULE 16 CONFERENCE Court reviewed history of case. Colloquy regarding discovery and trial timeframes needed. Further colloquy regarding setting status check matter for trial protocol and electronically stored information, and possibility of depositions exceeding 7 hours. COURT ORDERED, Trial dates SET; Status Check SET; Close of Discovery 5/6/19. Department to issue scheduling order. 2/28/19 9:00 AM STATUS CHECK: STATUS OF CASE...PROPOSED TRIAL PROTOCOL...ELECTRONICALLY STORED INFORMATION 10/3/19 10:30 AM PRETRIAL/CALENDAR CALL 10/14/19 9:30 AM JURY TRIAL;</i>
10/23/2018	<b>Mandatory Rule 16 Conference</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.) Matter Heard;
02/28/2019	 <b>Status Check</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Status Check: Status of Case...Proposed Trial Protocol...Electronically Stored Information</i> Matter Heard; Journal Entry Details: <i>APPEARANCES CONTINUED: Kevin Sutehall, Esq. present via CourtCall for Original Homestead Restaurant. Colloquy regarding issue proceeding with a confidentiality agreement and ESI due to level of participation by Trustee of GRB. Further colloquy as to appropriate course to resolve same. COURT ORDERED, Order to Show Cause to issue from Caesar's Entities by Mr. Pisanelli as discussed; date for Notice SET. 3/27/19 9:00 AM SHOW CAUSE HEARING CLERK S NOTE: In absence of issuance of Order to Show Cause, Department hereby vacates date previously provided for same. This Minute Order has been electronically served to the parties through Odyssey eFile.;</i>
03/12/2019	<b>Motion to Extend Discovery</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Motion for an Extension of Discovery Deadlines on Order Shortening Time</i> Motion Granted;
03/12/2019	<b>Joinder</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Joinder to Caesars Limited Opposition to Plaintiff's Motion for Extension of Discovery Deadlines on Order Shortening Time</i> Motion Granted;
03/12/2019	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: <i>APPEARANCES CONTINUED: Alan Lebensfeld, Esq. present via CourtCall for Original Homestead Restaurant. MOTION FOR AN EXTENSION OF DISCOVERY DEADLINES ON ORDER SHORTENING TIME JOINDER TO CAESARS LIMITED OPPOSITION TO PLAINTIFF'S MOTION FOR EXTENSION OF DISCOVERY DEADLINES ON ORDER SHORTENING TIME Arguments by counsel. Colloquy regarding staggered deadlines and update as to prior issue with signatures on confidentiality agreement and ESI protocol</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>documents. COURT ORDERED, Motion for Extension of Discovery GRANTED; deadlines to be used are those designated in the Motion with exception to Dispositive Motions DUE 10/4/19 and Motions in Limine DUE 11/4/19. Court directed Mr. McNutt to prepare the order. FURTHER ORDERED, Trial dates VACATED and RESET; Department to issue an amended trial order. Ms. Mercera presented for Court's review documents pertaining to Stipulated Confidentiality Agreement and Protective Order and Electronically Stored Information; same signed IN OPEN COURT. 1/9/20 10:30 AM PRETRIAL/CALENDAR CALL 1/27/20 9:30 AM JURY TRIAL;</i>
03/27/2019	<b>CANCELED Show Cause Hearing (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Judge</i>
05/02/2019	 <b>Motion to Associate Counsel (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Motion to Associate Joshua Feldman</i> Motion Granted; Journal Entry Details: <i>Matter of Motion to Associate Joshua Feldman. Matter submitted. COURT ORDERED, Motion regarding counsel Joshua Feldman GRANTED. Order regarding same presented to Court and signed IN OPEN COURT. Mr. Wolf requested submission of Motion to Associate Nicole Milone at this time. COURT FURTHER ORDERED, Motion regarding attorney Nicole Milone ADVANCED from 5/8/19 to today and GRANTED. Prevailing party to submit the order.;</i>
05/02/2019	<b>Motion to Associate Counsel (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Motion to Associate Nicole Milone</i> See 5/2/19 Minutes Motion Granted; See 5/2/19 Minutes re: Joshua Feldman
05/23/2019	<b>Motion to Withdraw as Counsel (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Barack Ferrazzano's Motion to Withdraw as Counsel of Record</i> Motion Granted;
05/23/2019	<b>Motion (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Certilman Balin's Motion to Withdraw and Motion for Stay of Discovery on Order Shorting Time</i> Motion Granted;
05/23/2019	<b>Motion to Withdraw as Counsel (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>Adelman &amp; Gettleman's Motion to Withdraw on Order Shortening Time</i> Motion Granted;
05/23/2019	<b>Motion to Withdraw as Counsel (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) <i>McNutt Law Firm's Motion to Withdraw as Counsel</i> See 5/23/19 Minutes Motion Granted;
05/23/2019	 <b>All Pending Motions (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: <i>APPEARANCES CONTINUED: Nathan Rugg, Pro Hac Vice attorney, present for LLTQ Enterprises. Steven Chaiken, Esq. present via CourtCall for PHWLTV. BARACK FERRAZZANO'S MOTION TO WITHDRAW AS COUNSEL OF RECORD...CERTILMAN BALIN'S MOTION TO WITHDRAW AND MOTION FOR STAY OF DISCOVERY ON ORDER SHORTING TIME...ADELMAN &amp; GETTLEMAN'S MOTION TO WITHDRAW ON ORDER SHORTENING TIME Mr. McNutt requested his Motion to Withdraw as Counsel scheduled 6/12/19 be heard today as well; COURT SO ORDERED. Arguments by counsel. COURT FURTHER ORDERED, Motions to Withdraw GRANTED; Stay of case in effect for two weeks; Status Check SET in two weeks regarding obtaining counsel; Trial STANDS. Colloquy regarding pending discovery and motion practice for same. Court directed possible motion as to discovery issues be held until time of Status Check. Court directed prevailing parties submit their orders for today's Motions and Ms. Mercera to prepare order as to the stay. 6/6/19 9:00 AM STATUS CHECK: OBTAINING COUNSEL;</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

06/06/2019



**Status Check (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Status Check: Obtaining Counsel*

Matter Heard;

Journal Entry Details:

*APPEARANCES CONTINUED: Steven Bennett, Pro Hac Attorney, present for Defense. Alan Lebensfeld, Esq. present via CourtCall for Original Homestead Restaurant. Matter of Status Check regarding Obtaining Counsel. As to Mr. Bennett, Mr. Carroll advised his Pro Hac is pending and intends to speak today. Mr. Pisanelli advise no objection to Mr. Bennett participation. Mr. Bennett advised now have Notice of Appearance from Mr. Carroll and his firm as local counsel for corporate entities and Mr. Seibel as well as anticipates Pro Hac for himself and member of his firm. Court stated will sign order shortening time to expedite counsel and will entertain adjusting trial. Colloquy regarding case management scheduling including outstanding disputes, status of stay, and expert disclosures due today. COURT ORDERED, stay is lifted. Court directed stipulation discussed also include expert disclosures issue. Mr. Wilt advised settlement regarding Gordan Ramsey portion of case is still going forward, documentation close, and anticipates requesting of Court that related liens be adjudicated. Court so noted.;*

07/24/2019

**Motion to Associate Counsel (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Pltfs' Motion to Associate Counsel Daniel Brooks, Esq.*

Motion Granted;

07/24/2019

**Motion to Associate Counsel (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Pltfs' Motion to Associate Counsel Steven Bennett, Esq.*

Motion Granted;

07/24/2019



**All Pending Motions (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

*APPEARANCES CONTINUED: Allen Wilt, Esq. present via CourtCall for Deft. Ramsey. PTLFS' MOTION TO ASSOCIATE COUNSEL DANIEL BROOKS, ESQ...PTLFS' MOTION TO ASSOCIATE COUNSEL STEVEN BENNETT, ESQ. There being no opposition, COURT ORDERED, Motions GRANTED. Mr. Carroll advised will prepare the orders.;*

09/17/2019



**Motion to Seal/Redact Records (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Gordon Ramsay's Motion to Seal Motion for Protective Order and Certain Supporting Exhibits on Order Shortening Time*

Motion Granted;

Journal Entry Details:

*Matter of Gordon Ramsay's Motion to Seal Motion for Protective Order and Certain Supporting Exhibits on Order Shortening Time. Upon Court's inquiry, Mr. Tennert advised documents at issue have not been lodged. There being no opposition, COURT ORDERED, Motion to Seal GRANTED; order signed IN OPEN COURT. COURT FURTHER ORDERED, Motion for Protective Order on Order Shortening Time TO BE SET 9/26/19. Upon Court's inquiry as to trial setting, Ms. Mercera advised parties contemplate extension of discovery one month for depositions. Court stated parties may submit stipulation for same.;*

09/25/2019

**CANCELED Status Check: Trial Readiness (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Vacated - per Stipulation and Order*

09/26/2019



**Motion for Protective Order (9:30 AM)** (Judicial Officer: Williams, Timothy C.)

*Gordon Ramsay's Motion for Protective Order Regarding Siebel's Requests for Admission on Order Shortening Time*



Motion Granted;

Journal Entry Details:

*APPEARANCES CONTINUED: Steven Bennett, Esq. present via CourtCall for Defts. Matter of Gordon Ramsay's Motion for Protective Order Regarding Siebel's Requests for Admission on Order Shortening Time. Mr. Carroll requested pending Motion to Seal decided. There being no objection, COURT ORDERED, pending Motion to Seal Certain Exhibits to Plaintiff's*

# CASE SUMMARY

CASE NO. A-17-751759-B

	<i>Opposition to Motion for Protective Order</i> <b>ADVANCED</b> from 10/30/19 and <b>GRANTED</b> . Court directed Mr. Carroll to prepare the order. Arguments by counsel regarding Motion for Protective Order. Court <b>FINDS</b> the marital affair not relevant; therefore, <b>FURTHER ORDERED</b> , Motion for Protective Order <b>GRANTED</b> ; Countermotion to Compel <b>DENIED</b> . Court directed Mr. Wilt to prepare the order; if parties cannot agree on form and content, may submit competing orders.;
10/01/2019	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Judge</i>
10/11/2019	<b>CANCELED Telephonic Conference</b> (4:00 PM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - Moot</i> <i>Telephonic Conference re: Deposition</i>
10/14/2019	<b>CANCELED Jury Trial</b> (9:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Judge</i>
10/30/2019	<b>CANCELED Motion to Seal/Redact Records</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Judge</i> <i>Motion to Seal Certain Exhibits to Plaintiff's Opposition to Motion of Gordon Ramsay for Protective Order Regarding Seibel Requests for Admissions, and Countermotion for Determination of Sufficiency of Answers and Objections</i>
11/06/2019	 <b>Motion to Amend Answer</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims</i> Motion Denied; Journal Entry Details: <i>APPEARANCES CONTINUED: Daniel Brooks, Esq. present via CourtCall for Defts. Arguments by Mr. Brooks and Ms. Mercera. Court FINDS good cause not shown under facts of this case; therefore, ORDERED, Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims DENIED. Court directed Ms. Mercera to prepare the order.;</i>
11/13/2019	 <b>Motion to Associate Counsel</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Intervenor Plaintiff's Motion to Associate Counsel-Lawrence J. Sharon</i> Motion Granted; Journal Entry Details: <i>APPEARANCES CONTINUED: Lucy Crow, Esq. present for Intervenor Pltf. Original Homestead Restaurant. There being no opposition, COURT ORDERED, Intervenor Pltf's Motion to Associate Counsel - Lawrence J. Sharon GRANTED; order signed IN OPEN COURT.;</i>
01/09/2020	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Stipulation and Order</i>
01/22/2020	<b>CANCELED Status Check</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Stipulation and Order</i> <i>Status Check re Trial Readiness</i>
01/27/2020	<b>CANCELED Jury Trial</b> (9:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Stipulation and Order</i>
02/12/2020	<b>Motion for Leave</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time</i> Motion Granted;
02/12/2020	<b>Motion to Seal/Redact Records</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Motion to Seal Certain Exhibits to Opposition to Caesars' Motion for Leave to File First Amended Complaint</i>

# CASE SUMMARY

CASE NO. A-17-751759-B

Motion Granted;

02/12/2020



**All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; AND EX PARTE APPLICATION FOR ORDER SHORTENING TIME...MOTION TO SEAL CERTAIN EXHIBITS TO OPPOSITION TO CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT Arguments by Mr. Pisanelli and Mr. Brooks. Court reviewed Nutton case factors. Court stated ITS FINDINGS and ORDERED, Motion for Leave GRANTED. Court directed Mr. Pisanelli prepare the order with Nutton factors as discussed. Upon Court's inquiry with respect to sealing, Ms. Mercera advised parties discussed de-designation. Mr. Brooks advised parties discussed withdrawal of confidentiality. COURT FURTHER ORDERED, Motion to Seal GRANTED. Court stated parties may de-designate at their discretion.;

03/12/2020



**Minute Order** (3:21 PM) (Judicial Officer: Williams, Timothy C.)

re: 3/18/20 Hearing

Minute Order - No Hearing Held;

Journal Entry Details:

As a precautionary measure in light of public health concerns with respect to Coronavirus CoVID-19, this Court orders that any party intending to appear before Department 16 for law and motion matters between now and April 30, 2020 do so by Court-approved telephonic means only. As a result, your matter scheduled Tuesday, March 18, 2020 in this case will be held telephonically via CourtCall. You are hereby requested to make arrangements with CourtCall if you intend to participate that day. Please refer to Department 16's guidelines with regard to CourtCall scheduling: "Department 16 utilizes CourtCall for telephonic appearances. Please contact CourtCall for approved appearances and to schedule. They can be reached toll-free at 1-888-882-6878 and/or on-line at www.courtcall.com no later than one judicial day preceding your hearing date. Please note, all witnesses appearing telephonically must have ... court-approved notary and/or official present on their end to swear them in." If you have questions or concerns with respect to your matter and this interim telephonic requirement, please contact JEA Lynn Berkheimer. CLERK'S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.;

03/18/2020



**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Motion to Seal Exhibits 23 to Caesars' Reply in Support of Its Motion for Leave to File First Amended Complaint

Motion Granted;

Journal Entry Details:

APPEARANCES CONTINUED: Paul Williams, Esq. present via CourtCall for Pltf. Rowan Seibel. John Tennert, Esq. present via CourtCall for Deft. Gordon Ramsey. Maria Mercera, Esq. present via CourtCall for Movant PHWL. Upon Court's inquiry, Ms. Mercera advised matter unopposed. COURT ORDERED, Motion to Seal GRANTED. Court stated electronic submission of proposed order allowed. Colloquy regarding possible continuance of case deadlines in light of recent public health concern. Court stated parties may coordinate with Department JEA for possible trial continuance and deadlines.;

03/19/2020

**CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)

Vacated - per Stipulation and Order

04/06/2020

**CANCELED Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.)

Vacated - per Stipulation and Order

04/29/2020



**Status Check: Status of Case** (9:00 AM) (Judicial Officer: Williams, Timothy C.)




Matter Heard;

Journal Entry Details:

Counsel present telephonically. Colloquy regarding stipulated stay expiring 5/22/20 with respect to both written discovery and deposition issues and whether derivative claims issue as to GRB party impacted by 6/26/20 Delaware Court hearing. Court noted complaint in this case filed 2/28/17 and without agreed extension as to 5-year rule, case to proceed timely. COURT ORDERED, status check SET at time of 5/20/20 Motion to Dismiss to consider

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p><i>outstanding discovery other than depositions, as discussed; parties afforded last meet and confer opportunity and Court may direct motion filing and briefing schedule if not resolved. Court stated Mr. Pisanelli not precluded from filing motion on the GRB issue. Court further stated Delaware action and Trustee report will have no impact on proceeding; however, parties may include exhibit and explanation regarding same action. 5/20/20 9:30 AM STATUS CHECK: OUTSTANDING DISCOVERY (OTHER THAN DEPOSITIONS)...MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT;</i></p>
05/06/2020	<p><b>CANCELED Status Check: Trial Readiness (9:00 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p><i>Vacated - per Stipulation and Order</i></p>
05/12/2020	<p> <b>Minute Order (8:00 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p><i>re: 5/20/20 Hearing</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 767 346 530 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.;</i></p>
05/20/2020	<p><b>Motion to Dismiss (9:30 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p><i>Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint</i></p> <p>Motion Denied;</p>
05/20/2020	<p><b>Status Check (9:30 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p><i>Status Check: Outstanding Discovery (other than Depositions)</i></p> <p>Matter Heard;</p>
05/20/2020	<p> <b>All Pending Motions (9:30 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN'S MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT...STATUS CHECK: OUTSTANDING DISCOVERY (OTHER THAN DEPOSITIONS) Counsel present telephonically. Arguments by Mr. Gilmore and Mr. Pisanelli. Court FINDS first amended complaint withstands Rule 65 challenge; therefore, ORDERED, Motion to Dismiss DENIED. Court directed Mr. Pisanelli to prepare the order and circulate; if parties cannot agree on form and content, may submit competing orders. As to today's status check, Ms. Mercera advised parties are working to resolve some issues and other issues will be brought by motion practice. Court so noted. Colloquy regarding possible omnibus answer and counterclaim and related issues.;</i></p>
05/29/2020	<p> <b>Minute Order (8:00 AM)</b> (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order re: Hearing on 6/10/20 at 9:00 a.m.</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 948 657 904 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your</i></p>



# CASE SUMMARY

CASE NO. A-17-751759-B

*matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile. ;*

06/01/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 6/3/20 at 1:30 p.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 948 657 904 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile. ;*

06/03/2020



**Status Check** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

*Per 5/29/20 SAO by counsel requesting Status Check*

Matter Heard;

Journal Entry Details:

*Counsel present telephonically. Mr. Pisanelli advised certain letter by adverse counsel sent to this Court and Delaware Court; Mr. Pisanelli inquired as to whether to file curative motion. Court stated ex-parte communications not reviewed and improper. Mr. Pisanelli requested clarification as to permission of subpoenas in light of recent Court administrative order. Court stated until administrative order retracted, counsel are to submit subpoenas before this Court as opposed to Discovery Commissioner as it is a business court case.;*

06/10/2020

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Motion to Redact Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint and Seal Exhibit 2 Thereto*

Motion Granted;

06/10/2020

**Motion to Extend Discovery** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion to Extend Discovery Deadlines and Continue Trial on OST (8th Request)*

Granted in Part;

06/10/2020



**All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

*MOTION TO REDACT CAESARS' OPPOSITION TO ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN'S MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT AND SEAL EXHIBIT 2 THERETO...THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL ON OST (8TH REQUEST) All counsel present telephonically. Ms. Mercera advised no opposition to Motion to Redact. In light of no opposition, COURT ORDERED, Motion to Redact GRANTED. Court directed Ms. Mercera to prepare the order. Arguments by counsel regarding Motion to Extend. Court stated ITS FINDINGS and ORDERED, Motion GRANTED IN PART; 90-day extension as follows: Close of Discovery 10/19/20; Dispositive Motions 11/18/20; Trial 2/22/21. Court directed Mr. Gilmore to prepare the motion order. Department to issue amended trial order. 2/11/21 10:30 AM PRETRIAL/CALENDAR CALL 2/22/21 9:30 AM JURY TRIAL;*

07/06/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 7/15/20 at 9:00 a.m.*

Minute Order - No Hearing Held;

# CASE SUMMARY

CASE NO. A-17-751759-B

**Journal Entry Details:**


*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 979 480 011 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.;*


07/09/2020 **CANCELED Pretrial/Calendar Call (10:30 AM)** (Judicial Officer: Williams, Timothy C.)  
*Vacated - per Stipulation and Order*

07/15/2020 **Motion to Compel (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Caesars' Motion to Compel Responses to Requests for Production of Documents*  
Motion Granted;

07/15/2020 **Motion to Seal/Redact Records (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Defendant's Motion to Redact Caesars' Motion to Compel Responses to Requests for Production of Documents and Seal Exhibits 1 and 18 Thereto*  
Motion Granted; See 7/27/20 Order Granting Motion to Redact

07/15/2020 **Opposition and Countermotion (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*(1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*  
Motion Denied;

07/15/2020  **All Pending Motions (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
Matter Heard;  
Journal Entry Details:  
*APPEARANCES CONTINUED: Wade Beavers, Esq. present for Gordon Ramsay. CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS...(1) ROWEN SEIBEL'S OPPOSITION TO CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS; AND (2) THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S COUNTERMOTION FOR A PROTECTIVE ORDER Counsel present telephonically. Arguments by Mr. Pisanelli and Mr. Gilmore. Court stated ITS FINDINGS and ORDERED, Motion GRANTED; Countermotion DENIED. Mr. Pisanelli requested time restriction on production. Colloquy regarding same. COURT FURTHER ORDERED, loan documents production DUE within 14 days and engagement letter DUE within 7 days. Court directed Mr. Pisanelli to prepare and circulate the order based on the record; if parties cannot agree on form and content, may submit competing orders. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us. DEFENDANT'S MOTION TO REDACT CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS AND SEAL EXHIBITS 1 AND 18 THERETO Court stated will review matter and issue decision. Mr. Gilmore requested 7/29/20 Motion to Seal matter advanced for consideration as well. Ms. Mercera requested same; COURT SO ORDERED. Decision forthcoming.;*

07/20/2020  **Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Minute Order re: Hearing on 7/29/20 at 9:00 a.m.*  
Minute Order - No Hearing Held;  
Journal Entry Details:  
*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 979 480 011 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each*

# CASE SUMMARY

CASE NO. A-17-751759-B

participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.;

07/21/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*

Minute Order - No Hearing Held;

Journal Entry Details:

*Having examined Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order filed on June 23, 2020, noting that service was effectuated upon the parties, no timely opposition was filed thereto, and there being good cause, this Court ORDERS the Motion is GRANTED pursuant to EDCR 2.20(e). The matter scheduled for July 29, 2020 is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within fourteen (14) days of this Minute Order pursuant to EDCR 7.21. Pursuant to AO 20-10, these must be submitted electronically to DC16Inbox@clarkcountycourts.us. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.;*

07/27/2020

**CANCELED Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - per Stipulation and Order*

07/29/2020

**CANCELED Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated*

*Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order*

08/03/2020

**CANCELED Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - Set in Error*

*Minute Order re: Hearing on 8/11/20 at 9:00 a.m.*

08/04/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Motion to Redact Caesars' Reply in Support of Motion to Compel Responses*

Minute Order - No Hearing Held;

Journal Entry Details:

*Having examined Motion to Redact Caesars' Reply in Support of Motion to Compel Responses filed on July 8, 2020, noting that service was effectuated upon the parties, no opposition was filed thereto, and there being good cause, this Court ORDERS the Motion is GRANTED pursuant to EDCR 2.20(e). The matter scheduled for August 11, 2020 is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within fourteen (14) days of this Minute Order pursuant to EDCR 7.21. Pursuant to AO 20-10, these must be submitted electronically to DC16Inbox@clarkcountycourts.us. CLERK'S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile. CLERK'S NOTE: Minutes amended to correct the document filed date of 7/9/20; the correct filed date is 7/8/20, as reflected above. /cd 6-7-21/;*

08/11/2020

**CANCELED Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated*

*Motion to Redact Caesars' Reply in Support of Motion to Compel Responses to Requests for Production of Documents and Opposition to Countermotion for a Protective Order and Exhibit 20 and Seal Exhibit 23 Thereto*

08/12/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 8/19/20 at 9:00 a.m.*

Minute Order - No Hearing Held;


# CASE SUMMARY

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Journal Entry Details:

*CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile and by mail to Myestee [3111 Bel Air Drive #14F, Las Vegas, NV 89109]. Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 301 745 453 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.;*

09/09/2020 **CANCELED Status Check: Trial Readiness (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Vacated - per Stipulation and Order*



09/16/2020  **Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Minute Order re: Hearing on 9/23/20 at 9:00 a.m.*  
Minute Order - No Hearing Held;  
Journal Entry Details:  
*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 261 117 825 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: This Minute Order has been electronically served through Odyssey eFile to all parties with an email address on record.;*

09/23/2020 **Motion to Strike (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
*Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*  
Per 8/18/20 Email from Counsel  
Motion Granted; See 11/23/20 Minute Order

09/23/2020  **Motion to Compel (9:00 AM)** (Judicial Officer: Williams, Timothy C.)  
**09/23/2020, 10/22/2020, 12/03/2020**  
*The Development Entities and Rowen Seibel's Motion to Compel Production of Financial Records Related to Gordon Ramsay Steak Atlantic City*  
Matter Continued;  
Matter Continued;  
Withdrawn;  
Journal Entry Details:  
*No parties present. Court noted Motion to Compel withdrawn.;*  
Matter Continued;  
Matter Continued;  
Withdrawn;  
Journal Entry Details:  
*Hearing held telephonically. Mr. Williams requested matter trailed another 30 days and advised pending decision on Motion to Strike will impact the Motion to Compel. Ms. Mercera advised the representation is correct and the Motion is to be heard after pending decision. There being agreement, COURT ORDERED, Motion to Compel CONTINUED to 12/3/20. CONTINUED TO: 12/3/20 9:30 AM THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY;*  
Matter Continued;

# CASE SUMMARY

CASE NO. A-17-751759-B

	Matter Continued; Withdrawn;
09/23/2020	<b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Opposition to the Development Entities and Rowen Seibel's Motion to Compel Production of Financial Records Related to Gordon Ramsay Steak Atlantic City and Countermotion for Protective Order</i> Matter Continued;
09/23/2020	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: <i>CAESARS' MOTION TO STRIKE THE SEIBEL-AFFILIATED ENTITIES' COUNTERCLAIMS, AND/OR IN THE ALTERNATIVE, MOTION TO DISMISS Hearing held telephonically. Arguments by Mr. Pisanelli and Mr. Bailey. Colloquy regarding whether or not to additionally brief factors in Nutton case. Matter submitted. Court stated will review pleading record and prior decisions including the amendment and counterclaims, and perform Rule 16 analysis to make good cause determination; minute order decision forthcoming. THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY...OPPOSITION TO THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY AND COUNTERMOTION FOR PROTECTIVE ORDER Mr. Pisanelli advised this matter centers on the pending ruling on Motion to Strike and requested to trail. Mr. Bailey requested same. COURT ORDERED, Motion to Compel and Countermotion for Protective Order CONTINUED to 10/22/20. Mr. Bailey advised parties discussed 30-day extension of discovery and it would require moving trial date. Court stated parties may submit stipulation to that effect and contact Court JEA or Court Clerk for trial stack information. Mr. Pisanelli advised will coordinate with counsel as to proposed extension. Court directed parties consider current February 2021 jury trial stack not viable in light of current public health pandemic and trial continuance alone would not extend discovery unless parties agree. CONTINUED TO: 10/22/20 9:00 AM THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY...OPPOSITION TO THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY AND COUNTERMOTION FOR PROTECTIVE ORDER;</i>
10/15/2020	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Stipulation and Order</i>
10/16/2020	 <b>Minute Order</b> (8:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Minute Order re: Hearing on 10/22/20 at 9:00 a.m.</i> Minute Order - No Hearing Held; Journal Entry Details: <i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 458 575 421 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;</i>
11/04/2020	<b>CANCELED Status Check: Trial Readiness</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated</i>
11/04/2020	<b>CANCELED Status Check: Trial Readiness</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)

# CASE SUMMARY

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C.)

*Vacated - per Stipulation and Order*

11/09/2020

**CANCELED Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - per Stipulation and Order*

11/23/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order: Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss*

Minute Order - No Hearing Held;

Journal Entry Details:

*After review and consideration of the points and authorities on file herein and oral argument of counsel, the Court determined as follows: There are three Nevada Rules of Civil Procedure (NRCP) that are implicated by the instant motion: Rule 12(f), which governs motions to strike, Rule 15(a), which governs amendments to pleadings, and former Rule 13(f), which governed the addition of omitted counterclaims. The 2019 Amendments to the NRCP changed Rule 15(a) and abrogated Rule 13(f). (consistent with the Federal Rules of Civil Procedure). The Nevada Supreme Court has not addressed whether counterclaims filed in response to an amended complaint under NRCP 15 must be permitted as of right. Therefore, all parties have turned to federal case law addressing the analogous FRCP, specifically Rule 15. The three approaches have been characterized as narrow, permissive, and moderate. Courts applying the narrow approach held that an amended answer must be explicitly confined to the amendments to the complaint. On the other end of the spectrum, Courts applying the permissive view had that the defendant is allowed to plead anew to the amended complaint as though it were the original complaint. The moderate approach held that the breadth of the amended response's changes must reflect the breadth of the changes in the amended complaint. The abrogation of FRCP 13 (f) in 2009; and consequently NRCP 13(f) in 2019 would su persede cases following the narrow approach. See Sierra Dev. Co. v. Chartwell Advisory Grp. Ltd., No. 13cv602 BEN (VPC), 2016 U.S. Dist. LEXIS 160308, at \*11 (D. Nev. Nov. 18, 2016). The permissive approach deprives the Court of the ability to manage litigation. See i d. Under Nevada law, the permissive approach would contradict NRCP Rule 16, which the Supreme Court implemented to ensure trial judges actively managed their cases in an orderly manner. Under the moderate approach, the amended counterclaims would not be permitted because the breadth of the changes in the new counterclaims do not reflect the breadth of the changes to Caesar s First Amended Complaint (i.e. the kick back scheme). Instead the amended counterclaims relate to Caesar s termination of the Seibel Agreements. Moreover, this Court already rejected Defendants efforts to amend similar counterclaims for failing to show good cause after the deadline to amend expired. Nev. R. Civ. P. 15(a), a party should be granted leave to amend a pleading when justice so requires, and the proposed amendment is not futile. However, when a party seeks to amend a pleading after the deadline previously set for seeking such amendment has expired, Nev. R. Civ. P. 16(b) requires a showing of "good cause" for missing the deadline. See Nutton v. Sunset Station, 131 Nev. 279, 357 P.3d 966, 131 Nev. Adv. Rep. 34 (2015). Accordingly, this Court has considered the three approaches; however, this Court will follow the NRCP 16 mandate which specifically requires a showing of good cause to amend the pleadings after the timer period set forth in the court s scheduling order expired. Consequently, the amended counterclaims are time-barred by this Court's prior scheduling order and the previous denial of the LITQ/FERG Defendants' Motion to Amend. Caesars' first amended complaint did not open the door for the Seibel-Affiliated Entities to expand the scope of the litigation beyond its current parameters. Thus, the Seibel-Affiliated Entities' new counterclaims must be stricken. Accordingly, this Court hereby GRANTS Caesar's Motion to Strike the Seibel-Affiliated Entities' Counterclaims. Counsel for the DEFENDANT, Caesars shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

11/25/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 12/3/20 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard*

# CASE SUMMARY

CASE NO. A-17-751759-B

via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 458 575 421 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

12/01/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 12/8/20 at 1:30 p.m.

Minute Order - No Hearing Held;

Journal Entry Details:

Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 458 575 421 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

12/08/2020



**Motion** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

12/08/2020, 12/14/2020

The Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave To Take Caesars NRCP 30(B)(6) Depositions; and (2) To Compel Responses to Written Discovery On Order Shortening Time

Matter Continued;

Decision Made;

Journal Entry Details:

Hearing held telephonically. Arguments by Mr. Williams and Mr. Pisanelli. COURT ORDERED, Motion to Compel DENIED as pertains to benefits as there is distinction with regard to rebates or gratuities and is not relevant; as to proportionality and set-offs, not relevant; as to gaming employees, not relevant or germane; as to common interest privilege, will use 8/19/2016 as controlling date which was asserted by Caesar s; will permit the limited Rule 30(b)(6) deposition of Mr. Green. Mr. Williams requested clarification with respect to certain categories and whether Caesar will produce in light of Close of Discovery this Friday. Court stated will honor an agreement by the parties. Mr. Pisanelli advised he will coordinate with Ms. Mercera regarding what was agreed to and respond to Mr. Williams. Court directed Mr. Pisanelli to prepare an order from today with specific findings based upon hearing record as well as points and authorities on file. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us. ;

Matter Continued;

Decision Made;

Journal Entry Details:

Hearing held telephonically. Colloquy regarding resetting matter in light of recent briefing, the potential impact of decision, conflict with scheduled deposition, and whether or not extension by the parties possible. COURT ORDERED, matter CONTINUED to 12/14/20 at 9:30 a.m. CONTINUED TO: 12/14/20 9:30 AM THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN S MOTION: (1) FOR LEAVE TO TAKE CAESARS NRCP 30 (B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME CLERK'S NOTE: Minutes corrected. /cd 12-9-20/;

12/11/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 12/14/20 at 9:30 a.m.

Minute Order - No Hearing Held;

Journal Entry Details:

# CASE SUMMARY

CASE NO. A-17-751759-B

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 458 575 421 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

12/21/2020



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 1/6/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

01/06/2021

**Motion for Leave** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion for Leave to File Oversized Brief*

Motion Granted;

01/06/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Motion to Redact Their Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery; and to Seal Exhs. 49-57 to the Appendix of Exhibits Related Thereto*

Motion Granted;

01/06/2021

**Opposition and Countermotion** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green*

Motion Granted;

01/06/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 15, and 16 Thereto*

Motion Granted;

01/06/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion to Seal Volume 5 of the Appendix to Their Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery*

Motion Granted;

01/06/2021



**All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)



# CASE SUMMARY

CASE No. A-17-751759-B


Matter Heard;


Journal Entry Details:

*THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION FOR LEAVE TO FILE OVERSIZED BRIEF MOTION TO REDACT THEIR MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY; AND TO SEAL EXHS. 49-57 TO THE APPENDIX OF EXHIBITS RELATED THERETO MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME; AND COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN AND SEAL EXHIBITS 3-6, 8-11, 13, 15, AND 16 THERETO CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME; AND COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO SEAL VOLUME 5 OF THE APPENDIX TO THEIR MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY* Hearing held telephonically. Upon Court s inquiry, Ms. Mercera advised no timely oppositions. There being no further objection, COURT ORDERED, instant Motions GRANTED. Prevailing party to prepare respective orders. Mr. Williams advised possible issue with dispositive motion deadline on February 18th with regard to filing certain motion to dismiss in light of competing proposed orders being submitted. Court so noted. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.;

01/07/2021 **CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)  
Vacated

01/19/2021 **CANCELED Jury Trial** (1:30 PM) (Judicial Officer: Williams, Timothy C.)  
Vacated

01/25/2021  **Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)  
*Minute Order re: Hearing on 2/3/21 at 9:00 a.m.*  
Minute Order - No Hearing Held;  
Journal Entry Details:  
*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

01/28/2021  **Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)  
*Minute Order re: Hearing on 2/10/21 at 9:00 a.m.*  
Minute Order - No Hearing Held;  
Journal Entry Details:  
*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play*

# CASE SUMMARY

CASE NO. A-17-751759-B

*wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

02/03/2021



**Status Check: Trial Readiness** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

*Hearing held telephonically. Mr. Bailey reviewed status of deadlines in this case and advised parties are addressing discovery issues. Mr. Bailey further advised he intends to file writ petition after certain order is finalized and requested status check in 60 days in that regard. Mr. Pisanelli advised case is ready for trial and there is no motion for stay pending. Court stated it anticipates return of signed orders by end of this week. Upon Court s inquiry, Mr. Pisanelli advised no objection to the status check discussed. COURT ORDERED, status check SET in 60 days regarding potential adjustment of scheduling order upon stipulation of the parties. Court stated a motion to address the matter may be filed on order shortening time. 4/7/21 9:00 AM STATUS CHECK: POTENTIAL ADJUSTMENT TO SCHEDULING ORDER UPON STIPULATION ;*

02/10/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

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

Motion Granted;

02/10/2021

**Motion to Compel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

Motion Granted; See 4/12/21 Minute Order

02/10/2021



**All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

*MOTION TO REDACT CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION AND SEAL EXHIBITS 1, 3, 4, 5, 8, 12, AND 16-21 THERETO Hearing held telephonically. Ms. Mercera advised no opposition. COURT ORDERED, Motion GRANTED. Prevailing party to prepare the order. CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION Arguments by Ms. Mercera and Mr. Gilmore. Court stated will review issues discussed; decision forthcoming.;*

02/11/2021



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 2/17/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

02/11/2021

**CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - per Stipulation and Order*

# CASE SUMMARY

CASE NO. A-17-751759-B

02/17/2021



**Motion For Stay** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities' Motion for a Limited Stay of Proceedings Pending Their Petition for Extraordinary Writ Relief*

Motion Denied;

Journal Entry Details:

*Hearing held telephonically. Arguments by counsel. Court stated ITS FINDINGS and ORDERED, Motion for Limited Stay DENIED. Court directed Ms. Mercera to prepare and circulate the order. Court stated circulated order to counsel to be returned within 3 days; if parties cannot agree on form and content, may submit competing orders. Mr. Pisanelli inquired regarding availability of trial at convention center venue. Court stated venue only available until end of March. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us. ;*

02/18/2021



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 2/24/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 To connect, dial the telephone number then enter the meeting ID followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

02/22/2021

**CANCELED Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - per Stipulation and Order*

02/24/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion to Redact Their Opposition to Caesars' Motion to Compel Documents Withheld on the Basis of Atty-Client Privilege Pursuant to the Crime-Fraud Exception; and to Seal Exs. 2-20, 22-23, 26-36, 38-60, 62-69, and 71 to the Appendix of Exhibits Related Thereto*

Motion Granted;

02/24/2021

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Defendant's Motion to Redact Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception and Seal Exhibits 23, 24, 27, 30-32, and 34 Thereto*

Motion Granted;

02/24/2021



**All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

*THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO REDACT THEIR OPPOSITION TO CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; AND TO SEAL EXS. 2-20, 22-23, 26-36, 38-60, 62-69, AND 71 TO THE APPENDIX OF EXHIBITS RELATED THERETO...DEFENDANT'S MOTION TO REDACT REPLY IN SUPPORT OF CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION AND SEAL EXHIBITS 23, 24, 27, 30-32, AND 34 THERETO*  
*Hearing held telephonically. Mr. Williams advised there were no oppositions. COURT ORDERED, Motions to Redact GRANTED. Court directed each prevailing party prepare respective order. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us. ;*

**CASE SUMMARY**

**CASE NO. A-17-751759-B**

03/10/2021



**Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 3/17/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

03/31/2021



**Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 4/7/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

04/01/2021

**CANCELED Motion for Summary Judgment (9:30 AM)** (Judicial Officer: Williams, Timothy C.)

*Vacated - Duplicate Entry*

*Caesars' Motion for Summary Judgment No. 1*

04/07/2021



**Minute Order (8:00 AM)** (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 4/14/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

# CASE SUMMARY

CASE NO. A-17-751759-B

04/07/2021



**Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Status Check: Potential Adjustment to Scheduling Order Upon Stipulation*

Matter Heard;

Journal Entry Details:

*Hearing held by BlueJeans remote conferencing. Ms. Mercera advised parties discussed the scheduling order. Ms. Mercera requested modification of filing deadline for motions in limine from 4/23/21 to 5/12/21; COURT SO ORDERED. Mr. Williams inquired regarding current trial viability and alternate Convention Center venue. Court stated only fall 2021 jury trial appears viable. COURT ORDERED, Status Check re: Trial Readiness SET 5/19/21. Court stated parties may submit stipulation regarding these issues for review and signature. 5/19/21 9:00 AM STATUS CHECK: TRIAL READINESS;*

04/09/2021

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel "Confidential" Designation of Caesars' Financial Documents*

Granted;

04/09/2021

**Motion to Seal/Redact Records** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto*

Granted;

04/09/2021



**All Pending Motions** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order - No Hearing Held;

Journal Entry Details:

*THE DEVELOPMENT ENTITIES, ROWEN SEIBEL AND CRAIG GREEN'S MOTION TO SEAL EXHIBITS 2-3 AND 5-6 TO THEIR MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS: Having examined The Development Entities, Rowen Seibel, and Craig Green s Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel Confidential Designation of Caesars Financial Documents, filed on February 9, 2021, noting that the opposing party did not file an opposition to it, and there being good cause, COURT ORDERED, Motion GRANTED pursuant to EDCR 2.20(e); FURTHER ORDERED, the matter scheduled for Wednesday, April 14, 2021, at 9:00 a.m. is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within ten (10) days of this Minute Order, pursuant to EDCR 7.21. MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS AND COUNTERMOTION FOR PROTECTIVE ORDER AND SEAL EXHIBITS 1, 2, 4, 7, 9-18, 20, 22, AND 26-30 THERETO: Having examined Motion to Redact Caesars Opposition to the Development Entities, Rowen Seibel, and Craig Green s Motion to Compel Confidential Designation of Caesars Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto, filed on March 4, 2021, noting that the opposing party did not file an opposition to it, and there being good cause, COURT ORDERED, motion GRANTED pursuant to EDCR 2.20(e), FURTHER ORDERED, the matter scheduled for Wednesday, April 14, 2021, at 9:00 a.m. is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within ten (10) days of this Minute Order, pursuant to EDCR 7.21. CLERK S NOTE: A copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (4/9/21 kb).;*

04/12/2021



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order: Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception*

Minute Order - No Hearing Held;

Journal Entry Details:

*After review and consideration of the points and authorities on file herein, and oral argument of counsel, the Court determined as follows: The Court has determined that Caesars has met its initial burden of proof by establishing that Plaintiff Seibel's representations as to the independence of the Seibel Family 2016 Trust were unfounded, and Plaintiff Seibel could continue to benefit from the agreements despite unsuitability to conduct business with a gaming licensee. Also, an issue exists as to the effect of Plaintiff Seibel's prenuptial agreement*

# CASE SUMMARY

CASE NO. A-17-751759-B

with his wife and the interplay with the trust. Therefore, Defendant Caesars' Motion to Compel shall be GRANTED, and this Court shall examine in camera the requested documents to determine that the attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of intended or continued illegality. Counsel on behalf of Defendant Caesars' shall prepare a Findings of Fact, Conclusions of Law and Order based not only on the court's minute order but the pleadings on file herein, argument of counsel, and the entire record. Lastly, counsel is to circulate the order prior to submission to the Court to adverse counsel. If the counsel can't agree on the contents, the parties are to submit competing orders. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

04/19/2021



**Minute Order** (8:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 4/28/21 at 1:30 p.m.

Minute Order - No Hearing Held;

Journal Entry Details:

Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <https://bluejeans.com/552243859> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

04/28/2021

**Motion to Compel** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

The Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents

Motion Denied; See 8/5/21 Minute Order

04/28/2021

**Countermotion** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order

Motion Granted; See 8/5/21 Minute Order

04/28/2021

**CANCELED Motion for Leave** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

Vacated - per Stipulation and Order

Rowen Seibel, GR Burgr, LLC, and The Development Entities' Omnibus Motion for Leave to File Oversized Briefs

04/28/2021

**Motion to Seal/Redact Records** (1:30 PM) (Judicial Officer: Williams, Timothy C.)

Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order, and Seal Exhibits 31 through 33 Thereto

Motion Granted;

04/28/2021



**All Pending Motions** (1:30 PM) (Judicial Officer: Williams, Timothy C.)




Matter Heard;

Journal Entry Details:

THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS...OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS AND COUNTERMOTION FOR PROTECTIVE ORDER Hearing held by BlueJeans remote conferencing. Arguments by Ms. Glantz and Ms. Mercera. Court stated will review matters; decision forthcoming. Ms. Mercera advised Motion to Redact set 5/19/21 is unopposed. COURT ORDERED, Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order, and Seal Exhibits 31 through 33 Thereto

# CASE SUMMARY

CASE NO. A-17-751759-B

	<p><i>GRANTED. Ms. Mercera advised she will prepare and circulate the order. Court noted case stay in place. Ms. Mercera advised the partial stay is pursuant to stipulation and order, pertains to non-discovery related matter, and trial was to be vacated. There being agreement, COURT FURTHER ORDERED, status check SET in 90 days regarding the stay. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us. 7/28/21 9:00 AM STATUS CHECK: STATUS OF STAY;</i></p>
05/19/2021	<p><b>CANCELED Status Check: Trial Readiness</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Vacated - per Stipulation and Order</i></p>
06/15/2021	<p> <b>Minute Order</b> (8:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order re: Hearing on 6/24/21 at 9:05 a.m.</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Department 16 Formal Request to Appear Remotely Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 552 243 859 Online: <a href="https://bluejeans.com/552243859">https://bluejeans.com/552243859</a> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. ;</i></p>
06/24/2021	<p> <b>Motion to Stay</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>The Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Compliance with the Court's June 8, 2021 Order Pending Petition for Extraordinary Writ Relief on Order Shortening Time</i></p> <p>Moot;</p> <p>Journal Entry Details:</p> <p><i>Hearing held by BlueJeans remote conferencing. Ms. Glantz advised writ rejected, now awaiting this Court's decision on pending matter, and may renew writ. Upon Court's inquiry, Ms. Mercera advised matter moot. Ms. Mercera further advised there would be further objection to stay of proceedings. Court so noted.;</i></p>
06/29/2021	<p><b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Vacated - per Stipulation and Order</i></p>
07/12/2021	<p><b>CANCELED Jury Trial</b> (9:30 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Vacated - per Stipulation and Order</i></p>
07/22/2021	<p> <b>Minute Order</b> (3:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order re: Hearing on 7/28/21 at 9:00 a.m.</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Online: <a href="https://bluejeans.com/305354001/2258">https://bluejeans.com/305354001/2258</a> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made.</i></p>

# CASE SUMMARY

CASE NO. A-17-751759-B

Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

07/28/2021



**Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

07/28/2021, 10/27/2021

Status Check: Status of Stay (Resetting SJ Motions previously set on 4/28/21?)

Matter Continued;

Matter Heard;

Journal Entry Details:

Hearing held by BlueJeans remote conferencing. Mr. Williams reviewed status of Nevada Supreme Court order on petition and that stay was vacated. Colloquy regarding potential writ petition and seeking stay including scope, issue with findings in certain proposed order, and resetting pending matters. COURT ORDERED, filing of motion for stay DUE 11/17/21 and may be submitted on an order shortening time; pending motions for summary judgment and motions to seal SET 12/6/21 at 1:15 p.m. COURT FURTHER ORDERED, pending motion regarding oversized briefs GRANTED. Prevailing party to prepare the order. Proposed order (s) to be submitted to DC16Inbox@clarkcountycourts.us. 12/6/21 1:15 PM CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1...CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2...GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT;

Matter Continued;

Matter Heard;

Journal Entry Details:

Hearing held by BlueJeans remote conferencing. Ms. Mercera advised writ petition matter fully briefed and awaiting oral argument setting or other instruction. Ms. Glantz advised the characterization is correct. There being agreement, COURT ORDERED, matter CONTINUED 90 days. Ms. Mercera advised a status report can be provided when writ petition information received. Court stated report unnecessary and will provide notice/setting when it receives the same information. Court stated in camera review of documents underway in this case and decision to issue shortly. Ms. Glantz advised decision on prior Motion to Compel is still outstanding. Colloquy regarding 6/8/21 Findings of Facts and Conclusions of Law and whether matter addressed within. COURT FURTHER ORDERED, Status Check SET 8/4/21 regarding whether Motion to Compel was fully addressed. Court stated the status check will be heard first on calendar. 8/4/21 9:00 AM STATUS CHECK: WHETHER MOTION TO COMPEL UNDER ADVISEMENT WAS ADDRESSED BY 6/8/21 ORDER CONTINUED TO: 10/27/21 9:00 AM STATUS CHECK: STATUS OF STAY (RESETTING SJ MOTIONS PREVIOUSLY SET ON 4/28/21?);

08/03/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 8/4/21 at 9:00 a.m.

Minute Order - No Hearing Held;

Journal Entry Details:

Department 16 Formal Request to Appear Telephonically Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is: Dial the following number: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Online: <https://bluejeans.com/305354001/2258> To connect by phone, dial the telephone number, then the meeting ID, followed by #. PLEASE NOTE the following protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Please be mindful of sounds of rustling of papers or coughing. CLERK S NOTE: A copy of this



# CASE SUMMARY

CASE NO. A-17-751759-B

*Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

08/04/2021



**Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Status Check: Whether Motion to Compel Under Advisement was Addressed by 6/8/21 Order Matter Heard;*

*Journal Entry Details:*

*Hearing held by BlueJeans remote conferencing. Court stated documents for review were received, decision delayed due to priority bench trial decision, and will issue decision in this case this week. Ms. Glantz advised there were two separate motions to compel and motion as regards confidential designations from 4/28/21 hearing is outstanding. Ms. Mercera advised she agrees; reviewed matter history with respect to what has been produced and objections. Court stated will review the record for decision.;*

08/05/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order: [387] The Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents...[423] Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order*

*Minute Order - No Hearing Held;*

*Journal Entry Details:*

*After review and consideration of the points and authorities on file herein and oral argument of counsel, the Court determined as follows: Upon consideration of the Stipulated Protective Order, specifically the 90 day deadline to object to the designation of Highly Confidential information, and the applicable Venetian factors, the Court finds that designation of Caesars financial information as Highly Confidential is proper. The Seibel Parties did not challenge Caesars Highly Confidential designation of financial documents within the 90 days required by the Stipulated Protective Order, thus the Seibel Parties effectively waived their right to challenge the designation of the Highly Confidential Information. Furthermore, after review of the applicable Venetian factors, there appears to be good cause for a protective order as well as maintaining designation of Caesars financial information as Highly Confidential. As Defendants note, Caesars interests in protecting its information must be balanced against the Seibel Parties rather than the public s interest in disclosure. Based on that balancing test the factors weigh in favor of Caesars and the designation of their financial documents as Highly Confidential. Based on the foregoing, The Development Entities, Rowen Seibel, and Craig Greens Motion to Compel Confidential Designation of Caesar s Financial Documents shall be DENIED. Additionally, Defendants Countermotion for Protective Order is GRANTED. Counsel for Defendants shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

08/18/2021



**Decision** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Chambers Decision: [351] Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (Issue: In camera, determine whether documents are sufficiently related to and were made in furtherance of intended or continued illegality and, thus, whether the same must be produced to Caesars; see 6/8/21 FFCL)*

*Minute Order - No Hearing Held;*

08/18/2021

**CANCELED Decision** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - Set in Error*

*Chambers Decision: Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion to Compel "Confidential" Designation of Caesars' Financial Documents and Countermotion for Protective Order (Decision for in camera review of documents from privelege log; see 6/8/21 FFCL)*

09/08/2021

**CANCELED Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - Duplicate Entry*

*Minute Order re: Hearing on 9/15/21 at 9:30 a.m.*

# CASE SUMMARY

CASE NO. A-17-751759-B

09/15/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 9/22/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Remotely Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

09/22/2021



**Motion to Compel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, And Craig Green s Motion To Compel The Return, Destruction, Or Sequestering Of The Court s August 19, 2021 Minute Order Containing Privileged Attorney-client Communications On Order Shortening Time*

Granted in Part;

Journal Entry Details:

*Hearing held by BlueJeans remote conferencing. Arguments by counsel. Court stated ITS FINDINGS and ORDERED, Motion to Compel GRANTED IN PART and DENIED IN PART; will slightly change the order in this regard with spirit of protective order in place: if Caesars has to respond to writ petition without seeking relief from Nevada Supreme Court, they can rely on decision made in this case; they cannot use it for other purposes in this case until ultimate decision of the Nevada Supreme Court; Caesars may use the minute order for appellate and/or appellate review purposes for now. Court directed Mr. Kennedy to prepare the order. Ms. Mercera inquired regarding preparation of proposed order. COURT FURTHER ORDERED, minute order usage limited for now to the opposition to the writ petition; documents will not be turned over; findings of facts and conclusions of law may be submitted and incorporate for reference the minute order. Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.;*

09/22/2021

**CANCELED Motion to Compel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

*Vacated - On in Error*

*Motion to Compel the Return, Destruction or Sequestering of the Courts August 19 2021 Minute Order*

10/20/2021



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 10/27/21 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Remotely Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to*

# CASE SUMMARY

CASE NO. A-17-751759-B

connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

11/10/2021



**Motion to Stay (9:00 AM)** (Judicial Officer: Williams, Timothy C.)

*The Development Entities, Rowen Seibel, and Craig Green's Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief on OST*  
Denied in Part;

Journal Entry Details:

Hearing held by BlueJeans remote conferencing. Arguments by counsel. Colloquy regarding necessity of trial date. COURT ORDERED, Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief DENIED; however, will delay the production until close of business at 5:00 p.m. on November 19, 2021. Mr. Pisanelli advised he will prepare the order. COURT FURTHER ORDERED, status check SET 12/6/21 regarding setting trial date in this case. Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us. 12/6/21 1:15 PM STATUS CHECK: TRIAL SETTING;

11/29/2021



**Minute Order (3:00 AM)** (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 12/6/21 at 1:15 p.m.

Minute Order - No Hearing Held;

Journal Entry Details:

Department 16 Formal Request to Appear Remotely Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

12/06/2021

**Motion for Summary Judgment (1:15 PM)** (Judicial Officer: Williams, Timothy C.)




**CASE SUMMARY**

**CASE NO. A-17-751759-B**

	<p><i>Caesars' Motion for Summary Judgment No. 1</i> SAO 3/9 Motion Granted; See 1/31/22 Minute Order</p>
12/06/2021	<p><b>Motion for Summary Judgment</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <i>Caesars' Motion for Summary Judgment No. 2</i> SAO 3/9 Motion Granted; See 1/31/22 Minute Order</p>
12/06/2021	<p><b>Motion to Seal/Redact Records</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <b>12/06/2021, 01/20/2022</b> <i>Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment</i> SAO 3/9 Matter Continued; Motion Granted; SAO 3/9 Matter Continued; Motion Granted;</p>
12/06/2021	<p><b>Motion for Summary Judgment</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <b>12/06/2021, 01/20/2022</b> <i>Gordan Ramsay's Motion for Summary Judgment</i> Matter Continued; Motion Granted; Matter Continued; Motion Granted;</p>
12/06/2021	<p><b>Motion to Seal/Redact Records</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <b>12/06/2021, 01/20/2022</b> <i>Gordon Ramsay's Motion to Redact Gordon Ramsay's Motion for Summary Judgment and Seal Exhibits 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 in Appendix to Ramsay's Motion for Summary Judgment</i> Matter Continued; Motion Granted; Matter Continued; Motion Granted;</p>
12/06/2021	<p><b>Motion to Seal/Redact Records</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <b>12/06/2021, 01/20/2022</b> <i>The Development Entities and Rowen Seibel's Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 through 647 to the Appendix of Exhibits Thereto</i> Matter Continued; Motion Granted; Matter Continued; Motion Granted;</p>
12/06/2021	<p><b>Status Check: Trial Setting</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.) <b>12/06/2021, 01/20/2022, 03/09/2022</b> Matter Continued; Matter Continued; Trial Date Set; Matter Continued; Matter Continued; Trial Date Set; Matter Continued; Matter Continued; Trial Date Set;</p>

# CASE SUMMARY

CASE NO. A-17-751759-B

12/06/2021	<p><b>Motion for Leave</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>The Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on OST</i></p> <p>Motion Granted;</p>
12/06/2021	<p> <b>All Pending Motions</b> (1:15 PM) (Judicial Officer: Williams, Timothy C.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Hearing held by BlueJeans remote conferencing. THE DEVELOPMENT PARTIES' MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT ON OST Arguments by Mr. Gilmore and Ms. Mercera. COURT ORDERED, Motion GRANTED. Prevailing party to prepare the order. CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1...CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2 Arguments by Mr. Pisanelli and Mr. Gilmore. Court stated will review matters; decision forthcoming. Colloquy regarding time remaining today and resetting matters to an appropriate session. COURT FURTHER ORDERED, pending matters CONTINUED to 1/3/22 at 1:30 p.m. CONTINUED TO: 1/3/22 1:30 PM GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT...STATUS CHECK: TRIAL SETTING;</i></p>
12/22/2021	<p> <b>Minute Order</b> (3:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order: Pending Motions to Seal/Redact</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>MOTION TO REDACT REPLIES IN SUPPORT OF CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 82, 84-87, 90, 92, 99-100, AND 109-112 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' REPLIES IN SUPPORT OF ITS MOTIONS FOR SUMMARY JUDGMENT FILED ON NOVEMBER 30, 2021. DEFENDANT'S MOTION TO REDACT CAESARS' RESPONSE TO OBJECTIONS TO EVIDENCE OFFERED IN SUPPORT OF MOTIONS FOR SUMMARY JUDGMENT FILED ON NOVEMBER 30, 2021 DEFENDANT'S MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT PARTIES' MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT ON ORDER SHORTENING TIME FILED ON DECEMBER 3, 2021. THE DEVELOPMENT PARTIES MOTION TO REDACT THEIR REPLY IN SUPPORT OF THEIR MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT FILED ON DECEMBER 6, 2021. Having examined the above matters, noted that the matters were electronically served upon the parties, no Oppositions were filed thereto, and there is good cause therefore, COURT ORDERS the above matters are GRANTED pursuant to EDCR 2.20(e). The matters scheduled for January 12, 2022 at 9:00 a.m. are VACATED pursuant to EDCR 2.23. Counsel shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein, and pertaining to Rule 3 of the Nevada Rules Governing Sealing and Redacting Court Records (SRCR). This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. ;</i></p>
12/27/2021	<p> <b>Minute Order</b> (3:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Minute Order re: Hearing on 1/3/22 at 1:30 p.m.</i></p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Department 16 Formal Request to Appear Remotely Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes BlueJeans for remote conferencing on</i></p>

# CASE SUMMARY

CASE NO. A-17-751759-B

all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances will only be authorized for opposed motions. Counsel may still appear via BlueJeans audio/video for opposed motions. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

01/12/2022 CANCELED Motion to Seal/Redact Records (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Vacated  
Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment

01/12/2022 CANCELED Motion to Seal/Redact Records (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Vacated  
Defendant's Motion to Redact Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment

01/12/2022 CANCELED Motion to Seal/Redact Records (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Vacated  
Defendant's Motion to Redact Caesars' Opposition to the Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on Order Shortening Time

01/12/2022 CANCELED Motion to Seal/Redact Records (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Vacated  
The Development Parties' Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment

01/13/2022  Minute Order (3:00 AM) (Judicial Officer: Williams, Timothy C.)

Minute Order re: Hearing on 1/20/22 at 1:30 p.m.  
Minute Order - No Hearing Held;  
Journal Entry Details:

Department 16 Formal Request to Appear Remotely Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions will only be authorized if approval from the Court is obtained at least 48 hours prior to the hearing. Counsel may still appear via BlueJeans audio/video for opposed motions. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website:

# CASE SUMMARY

CASE NO. A-17-751759-B

<https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;

01/20/2022



## All Pending Motions (1:30 PM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;

Journal Entry Details:

Hearing held by BlueJeans remote conferencing. GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT Arguments by Mr. Tennert and Mr. Williams. Court stated ITS FINDINGS and ORDERED, Motion GRANTED; also, analysis of section 4.21 of the development agreement by counsel is correct. Court directed Mr. Tennert to prepare and circulate findings of fact and conclusions of law which rely upon the points and authorities and the record; if parties cannot agree on form and content, may submit competing orders. GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT Ms. Mercera advised matters unopposed and no oppositions filed. Therefore, COURT ORDERED, Motions GRANTED. Court directed Ms. Mercera to prepare the order including findings with respect to Appellate Rule 3. STATUS CHECK: TRIAL SETTING Court noted no trial date set. There being agreement, COURT ORDERED, status check CONTINUED to 3/9/22. Court stated the pending decision in this case is anticipated before the next hearing. Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us. CONTINUED TO: 3/9/22 9:00 AM STATUS CHECK: TRIAL SETTING;

01/31/2022



## Minute Order (3:00 AM) (Judicial Officer: Williams, Timothy C.)

Caesars' Motion for Summary Judgment No. 1

Minute Order - No Hearing Held;

Journal Entry Details:

After review and consideration of the points and authorities on file herein, supplemental briefing, and oral argument of counsel, the Court determined as follows: It is uncontroverted that Caesars is a gaming licensee and part of a highly regulated industry. As a result, Caesars, both through its contracts and by law, was entitled to self-police its business and business relationships with unsuitable individuals and/or entities. Based upon its series of contracts with Seibel and Seibel-Affiliated Entities, Caesars memorialized the duty of candor and transparency as a requirement under its contracts. Moreover, in its sole discretion, Caesars had the contractual right to terminate contractual relationships with individuals deemed unsuitable. Focusing on the uncontroverted facts, Seibel's own conduct resulted in a felony conviction for violations of federal tax laws. Consequently, upon discovering Seibel's convictions, Caesars exercised its rights under the controlling contracts to disassociate from Seibel and Seibel-Affiliated Entities. Based on the current procedural posture of this matter, Caesars Motion for Summary Judgment No. 1 as to Count I, Count II, and Count III of the First Amended Complaint, which seeks declaratory judgments against Seibel and the Seibel-Affiliated Entities, is hereby GRANTED. Counsel on behalf of Caesars shall prepare a detailed

# CASE SUMMARY

CASE NO. A-17-751759-B

*Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*

01/31/2022



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order: Caesars Motion for Summary Judgment 2*

Minute Order - No Hearing Held;

Journal Entry Details:

*After review and consideration of the points and authorities on file herein, supplemental briefing, and oral argument of counsel, the Court determined as follows: As to Caesars Motion for Summary Judgment No. 2 regarding GR Burgr LLC s ( GRB ) claims against Caesars, the Court relies on GRB s admissions made in Delaware Court that it had no affirmative claims to pursue and/or the failure to prosecute its claims in this action. Therefore, GRB s claims based on wrongful termination of the GRB Agreement, GRB s claims based on ouster and conspiracy, and GRB s claims that Caesars breached Section 14.21 of the GRB Agreement shall be dismissed. Further, summary judgment is appropriate for Caesars fraudulent concealment and civil conspiracy claims based on Seibel's concealment of material facts regarding his federal prosecution and conviction. Additionally, summary judgment is appropriate based on want of prosecution and/or the failure of GRB to actively prosecute its claims for relief for four (4) years. Consequently, Caesars Motion for Summary Judgment No. 2 shall be GRANTED. Counsel on behalf of Caesars shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature. CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. ;*

03/02/2022



**Minute Order** (3:00 AM) (Judicial Officer: Williams, Timothy C.)

*Minute Order re: Hearing on 3/9/22 at 9:00 a.m.*

Minute Order - No Hearing Held;

Journal Entry Details:

*Department 16 Formal Request to Appear Remotely Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes and prefers BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions are now allowed. Counsel may still appear via BlueJeans audio/video for opposed motions if they prefer. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is: Telephone: Dial: 1-408-419-1715 Meeting ID: 305 354 001 Participant Passcode: 2258 Smartphone/Computer: Website: <https://bluejeans.com/305354001/2258> If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so. If you appear by smartphone or computer, please bear in mind: enter the website address in your device s browser exactly as show above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>. Protocol each participant will be required to follow: Place your telephone on mute while waiting for your matter to be called. Do not place the conference on hold as it may play wait/hold music to others. Identify yourself before speaking each and every time as a record is being made. Wait for the line to clear before speaking as the conference audio is one-way. Be mindful of background noises and echoing from using multiple devices. BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us] CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.;*


03/09/2022

**Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)



# CASE SUMMARY

CASE NO. A-17-751759-B

	<p><i>Motion to Redact Caesars' Reply to the Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto</i></p> <p>Motion Granted;</p>
03/09/2022	<p><b>Motion to Seal/Redact Records</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Gordon Ramsay's Motion to Redact: i) Gordon Ramsay's Reply in Support of Motion for Summary Judgment, and ii) Gordon Ramsay's Response to Rowen Seibel and GR Burgr, LLC's Objections to Evidence</i></p> <p>Motion Granted;</p>
03/09/2022	<p> <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Hearing held live and by BlueJeans remote conferencing. MOTION TO REDACT CAESARS' REPLY TO THE DEVELOPMENT PARTIES' OMNIBUS SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT FILED BY CAESARS AND RAMSAY AND SEAL EXHIBIT 115 THERETO...GORDON RAMSAY'S MOTION TO REDACT: I) GORDON RAMSAY'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, AND II) GORDON RAMSAY'S RESPONSE TO ROWEN SEIBEL AND GR BURGR, LLC'S OBJECTIONS TO EVIDENCE Ms. Mercera advised both instant Motion to Redact and 3/23/22 Motion to Redact are unopposed. There being no objection, COURT ORDERED, instant Motion GRANTED; 3/23/22 Motion to Redact ADVANCED and GRANTED. Prevailing party to prepare the order. STATUS CHECK: TRIAL SETTING Ms. Mercera advised certain motions anticipated with respect to summary judgment claims and, in light of stay being lifted, motions and trial date will need to be set. Mr. Gilmore advised he agrees for need to set dispositive motions and suggested 30-45 days from today to file. Colloquy regarding setting trial date. There being agreement, COURT ORDERED, Trial SET 1/9/23. Upon Court's inquiry, Ms. Mercera advised she will prepare a written order in that regard and include proposed deadlines. Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us. 12/15/22 10:30 AM PRETRIAL/CALENDAR CALL 1/9/23 9:30 AM;</i></p>
04/13/2022	<p><b>CANCELED Status Check</b> (9:00 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Vacated</i></p> <p><i>Status Check re submission of Order from 3/9-22 hearing (trial setting)</i></p>
07/06/2022	<p><b>Motion to Retax</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 06/03/2022 Motion to Retax</p> <p><i>Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by Gordon Ramsay</i></p>
07/20/2022	<p><b>Motion to Retax</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 06/09/2022 Motion to Retax</p> <p><i>Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWL, LLV</i></p>
08/03/2022	<p><b>Motion to Seal/Redact Records</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Craig Green's Motion to Seal Exhibits 1-6 and 9-11 to His Motion for Summary Judgment</i></p>
08/03/2022	<p><b>Motion for Summary Judgment</b> (9:30 AM) (Judicial Officer: Williams, Timothy C.)</p> <p><i>Craig Green's Motion for Summary Judgment</i></p>
09/21/2022	<p><b>Motion to Seal/Redact Records</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 06/23/2022 Motion to Seal/Redact Records</p> <p><i>Defendant PHWL, LLC's Motion to Redact Opposition to Rowen Seibel and GR Burgr, LLC's Motion to Retax and Settle the Costs Claimed by PHWL, LLC and Seal Exhibit C Thereto</i></p>
09/21/2022	<p><b>Motion for Attorney Fees</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.)</p> <p>Events: 06/23/2022 Motion for Attorney Fees</p> <p><i>Gordon Ramsey's Motion for Attorneys' Fees</i></p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-751759-B**

09/21/2022	<b>Motion for Attorney Fees</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.) <i>PHWLTV, LLC's Motion for Attorneys' Fees</i>
09/28/2022	<b>Motion to Seal/Redact Records</b> (9:05 AM) (Judicial Officer: Williams, Timothy C.) <i>Motion to Redact PHWLTV, LLC's Motion for Attorneys' Fees and Seal Exhibit 1 Thereto</i>
12/15/2022	<b>Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Williams, Timothy C.)
01/09/2023	<b>Jury Trial</b> (9:30 AM) (Judicial Officer: Williams, Timothy C.)
DATE	FINANCIAL INFORMATION

<b>Intervenor Plaintiff</b> Original Homestead Restaurant Inc	
Total Charges	1,483.00
Total Payments and Credits	1,483.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Defendant</b> Green, Craig	
Total Charges	200.00
Total Payments and Credits	200.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Counter Claimant</b> PHWLTV LLC	
Total Charges	2,333.00
Total Payments and Credits	2,333.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Defendant</b> Ramsay, Gordon	
Total Charges	1,704.00
Total Payments and Credits	1,704.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Defendant</b> TPOV Enterprises, LLC	
Total Charges	1,723.00
Total Payments and Credits	1,723.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Other Plaintiff</b> GR BURGR LLC	
Total Charges	1,513.00
Total Payments and Credits	1,513.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>
<b>Counter Defendant</b> Seibel, Rowen	
Total Charges	3,239.00
Total Payments and Credits	3,239.00
<b>Balance Due as of 6/28/2022</b>	<b>0.00</b>

## BUSINESS COURT CIVIL COVER SHEET

XV

County, Nevada

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

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,

Defendant(s) (name/address/phone):

PHWLTV, LLC, a Nevada limited liability company;

GORDON RAMSAY, an individual;

DOES I through X; ROE CORPORATIONS I through X,

Attorney (name/address/phone):

Dan McNutt

Carbajal &amp; McNutt, LLP

625 S. 8th Street

Las Vegas, NV 89101

Attorney (name/address/phone):

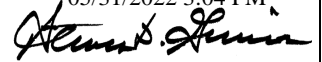
**II. Nature of Controversy** (Please check the applicable boxes for both the civil case type and business court case type)☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Torts</b> <b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	<b>CLARK COUNTY BUSINESS COURT</b> <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters
<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Civil Writs</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<b>WASHOE COUNTY BUSINESS COURT</b> <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters
<b>Judicial Review/Appeal/Other Civil Filing</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court		
<b>Other Civil Filing</b> <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters		

02.28.17

Date

Signature of Initiating party or representative

  
CLERK OF THE COURT

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION FOR SUMMARY  
JUDGMENT NO. 2**

Date of Hearing: December 6, 2021

Time of Hearing: 1:30 p.m.

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("Caesars Atlantic City," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *for Summary Judgment No. 2* (the "MSJ No. 2"), filed on February 25, 2021, came before this Court for hearing on December 6, 2021, at 1:30 p.m.

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

James J. Pisanelli, Esq., and M. Magali Mercera, Esq., of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq., of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), GR Burgr, LLC ("GRB"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared") (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay"). Alan Lebensfeld, of the law firm LEBENSFELD SHARON & SCHWARTZ P.C., appeared telephonically on behalf of The Original Homestead Restaurant.

The Court having considered MSJ No. 2, the opposition thereto, as well as argument of counsel presented at the hearing, taken the matter under advisement, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

### FINDINGS OF FACT

The Court HEREBY FINDS AS FOLLOWS:

1. Planet Hollywood and its affiliates hold gaming licenses in Nevada and other jurisdictions across the country.

2. Nevada's gaming regulations provide that a gaming license will not be awarded unless the Nevada Gaming Commission is satisfied that the gaming license applicant (a) is "of good character, honesty, and integrity" (b) with "background, reputation and associations [that] will not result in adverse publicity for the State of Nevada and its gaming industry; and" (c) someone who "[h]as adequate business competence and experience for the role or position for which application is made." Nev. Gaming Regul. 3.090(1).

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<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."

1           3.       Nevada gaming licensees are required to self-police and to act promptly if they learn  
2 of derogatory information about their own operations or those of their business associates.

3           4.       Caesars has established and operates an Ethics and Compliance Program (the  
4 "Compliance Plan") requiring Caesars to maintain the highest standards of conduct and association  
5 and guard its reputation to avoid even the slightest appearance of impropriety. To that end, Caesars  
6 is further required to avoid questionable associations with Unsuitable Persons which could tarnish  
7 Caesars' image, jeopardize its gaming licenses, or hamper its ability to expand into new markets.

8           5.       Pursuant to Caesars' Compliance Plan, Caesars' vendors, suppliers, and business  
9 partners, among others, must agree to abide by the same standards, business ethics, and principles  
10 expected of Caesars' employees. To that end, Planet Hollywood includes clear and unambiguous  
11 language in its contracts with third parties that puts all such parties on notice that Planet Hollywood  
12 is in a highly regulated business and that such third parties must abide by gaming suitability  
13 requirements.

14           6.       Beginning in 2009, Caesars began entering into contracts with Seibel and the Seibel-  
15 Affiliated Entities relating to the development, creation, and operation of various restaurants in Las  
16 Vegas and Atlantic City (the "Seibel Agreements").

17           7.       Planet Hollywood, GRB (a Seibel-Affiliated Entity), and Gordon Ramsay, entered  
18 into an agreement on or about December 2012 relating to the GR Burgr restaurant at Planet  
19 Hollywood in Las Vegas (the "GRB Agreement"). Section 14.21 of the GRB Agreement  
20 contemplated potential future restaurants but the parties did not agree on material terms regarding  
21 future restaurants. Specifically, Section 14.21 provided that:

22           If [Planet Hollywood] elects to pursue any venture similar to the Restaurant  
23 (*i.e.*, any venture generally in the nature of a burger centric or burger themed  
24 restaurant), GRB shall, or shall cause an Affiliate to, execute a development,  
25 operation and license agreement generally on the same terms and conditions as this  
26 Agreement, subject only to revisions agreed to by the parties, including revisions  
27 as are necessary to reflect the differences in such things as location, Project Costs,  
28 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

1           8.       The GRB Agreement also contained representations, warranties, and conditions to  
2 ensure that Planet Hollywood was not involved in a business relationship with an unsuitable  
3 individual and/or entity.

4           9.       Section 11.2 of the GRB Agreement provided, in pertinent part:

5           Each of Gordon Ramsay and GRB acknowledges that [Planet Hollywood] and PH's  
6 Affiliates are businesses that are or may be subject to and exist because of  
7 privileged licenses issued U.S., state, local and foreign governmental, regulatory  
8 and administrative authorities, agencies, boards and officials (the "Gaming  
9 Authorities") responsible for or involved in the administration of application of  
10 laws, rules and regulations relating to gaming or gaming activities or the sale,  
distribution and possession of alcoholic beverages. The Gaming Authorities require  
PH, and [Planet Hollywood] deems it advisable, to have a compliance committee  
(the "Compliance Committee") that does its own background checks on, and issues  
approvals of, Persons involved with [Planet Hollywood] and its Affiliates.

11           10.       Because issues of suitability affect Planet Hollywood's gaming license, Planet  
12 Hollywood expressly contracted for the sole and absolute discretion to terminate the GRB  
13 Agreement should GRB or its Affiliates — a term that includes Seibel — become an "Unsuitable  
14 Person."

15           11.       Specifically, Section 4.2.5 of the GRB Agreement provides that the "[a]greement  
16 may be terminated by [Planet Hollywood] upon written notice to GRB and Gordon Ramsay having  
17 immediate effect as contemplated by Section 11.2." In turn, Section 11.2 explicitly provides that  
18 Planet Hollywood has the right, in its "sole and exclusive judgment," to determine that a GR  
19 Associate is an Unsuitable Person under the Agreement.

20           12.       Section 11.2 of the GRB Agreement further required that Gordon Ramsay and GRB  
21 update their disclosures without Planet Hollywood prompting if anything became inaccurate or  
22 material changes occurred. Specifically, the GRB Agreement required that prior to the execution of  
23 the agreement and

24           on each anniversary of the Opening Date during the Term, (a) each of  
25 Gordon Ramsay and GRB shall provide to PH written disclosure regarding  
26 the GR Associates, and (b) the Compliance Committee shall have issued  
27 approvals of the LLTQ Associates. Additionally, during the Term, on ten  
28 (10) calendar days written request by PH to Gordon Ramsay and GRB,  
Gordon Ramsay and GRB shall disclose to Caesars all GR Associates. To  
the extent that any prior disclosure becomes inaccurate, Gordon Ramsay  
and GRB shall, within ten (10) calendar days from that event, update the  
prior disclosure without PH making any further request. Each of Gordon

Ramsay and GRB shall cause all GR Associates to provide all requested information and apply for and obtain all necessary approvals required or requested by PH or the Gaming Authorities.

13. Planet Hollywood did not waive, release, or modify the disclosure obligations for Ramsay or GRB.

14. In April 2016, Seibel pleaded guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws because, in Seibel's own words, he was in fact guilty of the crime.

15. Prior to his guilty plea, and despite a January 2016 tolling agreement with the U.S. government entered into to allow Seibel "to manage his financial affairs in an optimal way prior to entering a guilty plea," neither Seibel nor any of the Seibel-Affiliated Entities notified Planet Hollywood of any of the facts underlying the charges against him, or that Seibel planned to plead guilty to a felony. Seibel did not update any of the mandatory suitability disclosures.

16. Before news of Seibel's conviction became public, and one week prior to pleading guilty, Seibel attempted to assign his interest in GRB to The Seibel Family 2016 Trust (the "Trust"). In order to do so, Seibel needed GRUS, the other member of GRB, to consent to such an assignment. However, Seibel did not inform GRUS or Gordon Ramsay that the reason he sought to assign his interest was because he planned to plead guilty to a felony in the coming week. Ultimately, GRUS did not consent to the assignment.

17. On or about August 19, 2016, Seibel was sentenced for his crimes, served time in a federal penitentiary, and was required to pay fines and restitution, and perform community service. Following Seibel's sentencing, Planet Hollywood found out through news reports that Seibel pleaded guilty to a felony and was sentenced to serve time in federal prison as a result of his crimes.

18. After learning of Seibel's guilty plea and conviction, Planet Hollywood determined that Seibel was unsuitable pursuant to the GRB Agreement and applicable Nevada gaming laws and regulations.

19. After determining that Seibel was unsuitable, Planet Hollywood exercised its contractual right to terminate the GRB Agreement as it was expressly allowed to do under Section 11.2 after GRB did not disassociate from Seibel.



20. Upon discovering Seibel's unsuitability, Planet Hollywood self-reported and disclosed the information of Seibel's unsuitability to Nevada gaming regulators, including its termination of the GRB Agreement and disassociation with an unsuitable person.

21. The Nevada gaming regulators agreed with Planet Hollywood's actions, concluding that Planet Hollywood appropriately addressed the matter as the Nevada gaming regulators would expect from a gaming licensee.

22. After Planet Hollywood terminated the GRB Agreement, GRUS filed a petition for judicial dissolution on or about October 13, 2016, in the Court of Chancery of the State of Delaware.

23. On February 28, 2017, Seibel filed a complaint purportedly derivatively on behalf of GRB against Planet Hollywood and Ramsay for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and civil conspiracy.

24. On August 25, 2017, Caesars filed its complaint for declaratory relief against the Seibel-Affiliated Entities,<sup>2</sup> including GRB (the "DP Original Complaint").

25. On or about October 5, 2017, the Delaware court appointed a liquidating trustee to oversee the dissolution of GRB. Neither Caesars nor Ramsay were parties to the dissolution proceedings.

26. Following certain motion practice in this Court, Planet Hollywood and Ramsay raised concerns about Seibel's ability to act derivatively on behalf of GRB in light of the Delaware proceedings.

27. The Order Dissolving GR BURGR LLC & Appointing Liquidating Trustee, [hereinafter "Dissolution Order"], provides that the Trustee "shall have all powers generally available to a trustee, custodian, or receiver appointed pursuant to 6 *Del. C.* § 18-803,<sup>3</sup> unless the

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<sup>2</sup> GRB, TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared") are collectively referred to herein as the "Seibel-Affiliated Entities."

<sup>3</sup> 6 *Del. C.* § 18-803 provides that "[u]pon dissolution of a limited liability company and until the filing of a certificate of cancellation as provided in § 18-203 of this title, the persons winding up

1 exercise of any said power would be inconsistent with any specific provision of this Order or any  
2 other Order entered by the Court in this action."

3 28. The proposed trustee officially accepted appointment to represent GRB on  
4 December 13, 2017

5 29. After the Trustee was appointed, he requested an indefinite extension to respond to  
6 Caesars' complaint, but Caesars advised that it was unable to agree to an indefinite extension.  
7 Caesars offered to extend GRB's time to answer the complaint until February 15, 2018. The Trustee  
8 did not agree, and GRB failed to answer the complaint at that time.

9 30. On March 11, 2020, Caesars amended its complaint ("DP First Amended  
10 Complaint").

11 31. Despite serving the Trustee with a copy of the DP First Amended Complaint, the  
12 Trustee continued to refuse to participate in the litigation.

13 32. On April 6, 2020, a Report and Proposed Liquidation Plan for GRB was publicly  
14 filed in Delaware (the "GRB Report"). In the GRB Report, the GRB trustee identified claims not  
15 worth pursuing in the Nevada litigation, including claims related to (1) wrongful termination of the  
16 GRB Agreement; (2) breach of the implied covenant of good faith and fair dealing and the purported  
17 scheme to oust Seibel; and (3) breach of Section 14.21 of the GRB Agreement.

18 33. The Delaware court fully adopted the GRB Report on October 13, 2020.

19 34. On May 20, 2020, Caesars filed a notice of intent to take default against GRB. In  
20 response, the Trustee sent correspondence to this Court and the Delaware Court requesting that the  
21 courts "communicate and coordinate with each so that the proceedings in the two courts can be  
22 completed in an orderly fashion without the possibility of inconsistent adjudications relating to  
23 GRB." The trustee further stated that "GRB has never appeared in the Nevada litigation," "GRB  
24 has no discovery to offer," GRB has no assets to defend itself or to retain counsel to respond to a  
25

26  
27  
28 the limited liability company's affairs may, in the name of, and for and on behalf of, the limited  
liability company, prosecute and defend suits, whether civil, criminal or administrative . . . ."

1 default motion, and that the Delaware action should be allowed to proceed before actions are taken  
2 against GRB in Nevada.

3 35. At the risk of default, and after almost three years of litigation, on June 9, 2020,  
4 GRB filed a notice of appearance of counsel in this Court.

5 36. On June 19, 2020, GRB filed an answer to the DP First Amended Complaint.

6 37. On July 24, 2020, GRB served its initial disclosures, disclosing that (1) GRB has no  
7 witnesses; (2) GRB has no documents to produce; and (3) "GRB asserts no affirmative claims on  
8 its own behalf."

9 38. GRB never attended depositions and repeatedly refused to engage in discovery.

### 10 CONCLUSIONS OF LAW

11 1. Pursuant to Nevada law, summary judgment is appropriate and shall be rendered  
12 when the pleadings and other evidence on file demonstrate that no genuine issue as to any material  
13 fact remains and the moving party is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*,  
14 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005); NRCP 56(c). "The substantive law controls which  
15 factual disputes are material," not the party opposing summary judgment. *Wood*, 121 Nev. at 731,  
16 121 P.3d at 1031. Further, while all facts and evidence must be viewed in the light most favorable  
17 to the non-moving party, the opposing party may not build its case on the "gossamer threads of  
18 whimsy, speculation and conjecture." *Id.* at 731, 121 P.3d at 1030 (footnote and citations omitted).

19 2. "To successfully oppose a motion for summary judgment, the non-moving party  
20 must show specific facts, rather than general allegations and conclusions, presenting a genuine issue  
21 of material fact for trial." *LaMantia v. Redisi*, 118 Nev. 27, 29, 38 P.2d 877, 879 (2002). "The party  
22 opposing summary judgment must be able to point to specific facts showing that there is a genuine  
23 issue for trial." *Michael v. Sudeck*, 107 Nev. 332, 334, 810 P.2d 1212, 1213 (1981).

24 3. "The purpose of summary judgment is to avoid a needless trial when an appropriate  
25 showing is made in advance that there is no genuine issue of fact to be tried, and the movant is  
26 entitled to judgment as a matter of law." *McDonald v. D. Alexander & Las Vegas Boulevard, LLC*,  
27 121 Nev. 812, 815, 123 P. 3d 748, 750 (2005) (internal quotations omitted).

1           4.       Judicial admissions are defined as "deliberate, clear, unequivocal statements by a  
2 party about a concrete fact within that party's knowledge." *Reyburn Lawn & Landscape Designers,*  
3 *Inc. v. Plaster Dev. Co.*, 127 Nev. 331, 343, 255 P.3d 268, 276 (2011). They have "the effect of  
4 withdrawing a fact from issue and dispensing wholly with the need for proof of the fact." *In re*  
5 *Barker*, 839 F.3d 1189, 1195 (9th Cir. 2016) (quoting *Am. Title Ins. Co. v. Lacelaw Corp.*, 861 F.2d  
6 224, 226 (9th Cir. 1988)). "What constitutes a judicial admission should be determined by the  
7 circumstances of each case and evaluated in relation to the other testimony presented in order to  
8 prevent disposing of a case based on an unintended statement made by a nervous party." *Reyburn*,  
9 127 Nev. at 343, 255 P.3d at 276.

10           5.       "Judicial admissions are 'conclusively binding on the party who made them.'" *Id.*  
11 (quoting *Am. Title*, 861 F.2d at 226).

12           6.       "[S]tatements of fact contained in a brief may be considered admissions of the party  
13 in the discretion of the district court." *Am. Title*, 861 F.2d at 227. "For purposes of summary  
14 judgment, the courts have treated representations of counsel in a brief as admissions even though  
15 not contained in a pleading or affidavit." *Id.* at 226.

16           7.       Additionally, NRS 51.035(3), provides an exception to hearsay where a statement  
17 being offered against a party is:

- 18                   a. The party's own statement, in either the party's individual or a  
19                   representative capacity;
- 20                   b. A statement of which the party has manifested adoption or belief in  
21                   its truth;
- 22                   c. A statement by a person authorized by the party to make a statement  
23                   concerning the subject;
- 24                   d. A statement by the party's agent or servant concerning a matter  
25                   within the scope of the party's agency or employment, made before  
26                   the termination of the relationship; or
- 27                   e. A statement by a coconspirator of a party during the course and in  
28                   furtherance of the conspiracy.

26           8.       Courts "construe unambiguous contracts . . . according to their plain language."  
27 *Sheehan & Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 487–88, 117 P.3d 219, 223–24 (2005).

28           9.       Here, GRB admitted that it has no affirmative claims in its initial disclosures.

1           10. In the GRB Report, the GRB trustee (*i.e.*, GRB's authorized agent) recognized that  
2 GRB's claims for breach of contract related to Caesars' proper and contractually authorized  
3 termination of the GRB Agreement, breach of the implied covenant of good faith and fair dealing,  
4 civil conspiracy, and breach of Section 14.21 of the GRB Agreement are "not worth pursuing."

5           11. Pursuant to Section 4.2.5, which governs termination resulting from unsuitability,  
6 the GRB "Agreement may be terminated by [Planet Hollywood] upon written notice to GRB and  
7 Gordon Ramsay having immediate effect as contemplated by Section 11.2."

8           12. Pursuant to Section 11.2, Caesars is granted the express right to determine whether  
9 a GR Associate is an Unsuitable Person, and whether the GRB Agreement must be terminated in  
10 its "sole discretion."

11           13. Planet Hollywood's determination that GRB was unsuitable based on Seibel's  
12 admitted criminal activities, felony conviction of engaging in corrupt endeavor to obstruct and  
13 impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, and sentence to  
14 serve prison time for the same, was within Planet Hollywood's sole discretion under the  
15 GRB Agreement.

16           14. Seibel purported to "cure" the unsuitability through the creation of new entities, but  
17 Seibel secretly continued to hold both a beneficial and actual ownership interest in the new entities.  
18 However, the GRB Agreement (1) does not provide Seibel or GRB with an opportunity to cure; (2)  
19 nor does it provide Seibel or GRB with a unilateral right to sell Seibel's interests to a third party.

20           15. Even if the GRB provided Seibel or GRB with a right to cure his unsuitability, which  
21 the Court finds it did not, Seibel and GRB forfeited any such right through the fraudulent cure  
22 scheme and Seibel's continued association with the Seibel-Affiliated Entities.

23           16. Further, the GRB trustee agreed that "Caesars likely had the right to terminate the  
24 [GRB] Agreement because, in the Court's words, the situation is one of Seibel's 'own making" and  
25 "Caesars validly exercised its bargained-for discretion and Seibel's claim for the improper  
26 termination of the [GRB] Agreement is not likely to survive summary judgment."  
27  
28

1 17. GRB's admissions and contractual analysis, and this Court's prior rulings<sup>4</sup> support  
2 an order granting Planet Hollywood summary judgment on GRB's claim for breach of contract.

3 18. The covenant of good faith and fair dealing does not call for a different result.

4 19. An implied covenant of good faith and fair dealing exists in every Nevada contract  
5 and essentially forbids arbitrary, unfair acts by one party that disadvantage the other. " *Frantz v.*  
6 *Johnson*, 116 Nev. 455, 465, 999 P.2d 351, 358 (2000) (citing *Consol. Generator v. Cummins*  
7 *Engine*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998).

8 20. "When one party performs a contract in a manner that is unfaithful to the purpose of  
9 the contract and the justified expectations of the other party are thus denied, damages may be  
10 awarded against the party who does not act in good faith." *Hilton Hotels Corp. v. Butch Lewis*  
11 *Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991).

12 21. "Reasonable expectations are to be 'determined by the various factors and special  
13 circumstances that shape these expectations.'" *Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335,  
14 338 (1995) (quoting *Hilton*, 107 Nev. at 234, 808 P.2d at 924).

15 22. Moreover, "one generally cannot base a claim for breach of the implied covenant on  
16 conduct authorized by the terms of the agreement." *Miller v. FiberLight, LLC*, 808 S.E.2d 75, 87  
17 (Ga. App. Ct. 2017) (quoting *Dunlap v. State Farm Fire & Cas. Co.*, 878 A.2d 434, 441 (Del.  
18 2005)); *see also Vitek v. Bank of Am., N.A.*, No. 8:13-CV-816-JLS ANX, 2014 WL 1042397, at \*5  
19 (C.D. Cal. Jan. 23, 2014) (citation omitted) ("In general, acting in accordance with an express  
20 contractual provision does not amount to bad faith.").

21 23. In other words, 'a party does not act in bad faith by relying on contract provisions  
22 for which that party bargained where doing so simply limits advantages to another party.'" *Miller*,

23  
24  
25 <sup>4</sup> The Court granted in part and denied in part Planet Hollywood's Motion to Dismiss claims  
26 brought by Seibel on behalf of GRB stating that Seibel "failed to plead facts sufficient to support a  
27 breach of contract claim against Planet Hollywood for: (1) continuing to do business with Ramsay;  
28 (2) refusing to provide [GRB] with an opportunity to cure its affiliation with [Seibel]; and (3)  
attempting and/or planning to operate a rebranded restaurant. The plain language of the [GRB  
Agreement] precludes these claims as a matter of law. They must therefore be dismissed." (Order  
Granting in Part and Denying in part Planet Hollywood's Mot. to Dismiss, June 15, 2017, on file.)

1 343 Ga. App. at 607–08, 808 S.E.2d at 87 (quoting *Alpha Balanced Fund, LLLP v. Irongate*  
2 *Performance Fund, LLC*, 342 Ga. App. 93, 102–103 (1), 802 S.E.2d 357 (2017)).

3 24. Importantly, "when there is no factual basis for concluding that a defendant acted  
4 in bad faith, a court may determine the issue of bad faith as a matter of law." *Tennier v. Wells Fargo*  
5 *Bank, N.A.*, No. 3:14-CV-0035-LRH-VPC, 2015 WL 128672, at \*7 (D. Nev. Jan. 8, 2015) (quoting  
6 *Andrew v. Century Sur. Co.*, No. 2:12-cv- 0978, 2014 WL 1764740, at \*10 (D. Nev. Apr. 29,  
7 2014)).

8 25. Planet Hollywood did not violate the covenant of good faith and fair dealing when  
9 it terminated the GRB Agreement as a result of Seibel's unsuitability.

10 26. An actionable civil conspiracy 'consists of a combination of two or more persons  
11 who, by some concerted action, intend to accomplish an unlawful objective for the purpose of  
12 harming another, and damage resulting from the act or acts.'" *Consol. Generator-Nev., Inc. v.*  
13 *Cummins Engine Co., Inc.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (quoting *Hilton*  
14 *Hotels*, 109 Nev. at 1048, 862 P.2d at 1210). "Summary judgment is appropriate if there is no  
15 evidence of an agreement or intent to harm the plaintiff." *Guilfoyle v. Olde Monmouth Stock*  
16 *Transfer Co., Inc.*, 130 Nev. 801, 813, 335 P.3d 190, 199 (2014).

17 27. Here, GRB failed to present any evidence to support its claim for civil conspiracy.  
18 Planet Hollywood complied with the express terms of the GRB Agreement when it determined that  
19 Seibel was an Unsuitable Person, that the conduct was not subject to cure and terminated the GRB  
20 Agreement. As a result, there was no unlawful objective upon which to anchor a conspiracy claim  
21 and GRB's civil conspiracy claim fails as a matter of law.

22 28. It is also well settled under Nevada law, that "[a] valid contract cannot exist when  
23 material terms are lacking or are insufficiently certain and definite." *May v. Anderson*, 121 Nev.  
24 668, 672, 119 P.3d 1254, 1257 (2005). "An agreement to agree at a future time is nothing and will  
25 not support an action for damages." *City of Reno v. Silver State Flying Serv., Inc.*, 84 Nev. 170,  
26 176, 438 P.2d 257, 261 (1968) (internal quotation omitted).

27 29. Additionally, "[i]t cannot be doubted at this day, nor is it denied, that a contract will  
28 not be enforced if it is against public policy, or that, if a part of the consideration of an entire contract

1 is illegal as against public policy or sound morals, the whole contract is void." *Gaston v. Drake*, 14  
2 Nev. 175, 181 (1879).

3 30. Section 14.21 of the GRB Agreement has indefinite and open terms and thus is an  
4 invalid and unenforceable agreement to agree. As such, this provision fails as a matter of law.

5 31. Further, any future agreement with GRB would violate gaming laws and put Planet  
6 Hollywood's gaming license in jeopardy, requiring Caesars to again terminate the agreement under  
7 the terms of Section 11.2. The benefits of not requiring a gaming licensee to contract with an  
8 Unsuitable Person clearly outweigh the benefits of enforcement, rendering Section 14.21  
9 unenforceable.

10 32. The Court has inherent authority to dismiss claims for lack of prosecution. *Hunter*  
11 *v. Gang*, 132 Nev. 249, 256, 377 P.3d 448, 453 (Nev. App. 2016) (citing *Harris v. Harris*, 65 Nev.  
12 342, 345-50, 196 P.2d 402, 403-06 (1948)). "The element necessary to justify failure to prosecute  
13 for lack of diligence on the part of the plaintiff, whether individually or through counsel." *Moore v.*  
14 *Cherry*, 90 Nev. 930, 935, 528 P.2d 1018, 1021 (1974). Importantly, "[t]he duty rests upon the  
15 plaintiff to use diligence and to expedite his case to a final determination." *Id.* at 395, 528 P.2d at  
16 1022; *see also Raine v. Ennor*, 39 Nev. 365, 372, 158 P. 133, 134 (1916).

17 33. Summary judgment is further appropriate against GRB on all its claims based on  
18 want of prosecution and/or the failure of GRB to actively prosecute its claims for relief for four (4)  
19 years.

20 34. To prevail on a claim for fraudulent concealment, the plaintiff must show that: "(1)  
21 the defendant concealed or suppressed a material fact; (2) the defendant was under a duty to disclose  
22 the fact to the plaintiff; (3) the defendant intentionally concealed or suppressed the fact with the  
23 intent to defraud the plaintiff; that is, the defendant concealed or suppressed the fact for the purpose  
24 of inducing the plaintiff to act differently than she would have if she had known the fact; (4) the  
25 plaintiff was unaware of the fact and would have acted differently if she had known of the concealed  
26 or suppressed fact; (5) and, as a result of the concealment or suppression of the fact, the plaintiff  
27 sustained damages." *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1485, 970 P.2d 98, 109–10 (1998),  
28



1 *abrogated on other grounds by GES, Inc. v. Corbitt*, 117 Nev. 265, 21 P.3d 11 (2001) (citing *Nev.*  
2 *Power Co. v. Monsanto Co.*, 891 F. Supp. 1406, 1415 (D.Nev.1995)).

3 35. As discussed above, "an actionable civil conspiracy 'consists of a combination of  
4 two or more persons who, by some concerted action, intend to accomplish an unlawful objective  
5 for the purpose of harming another, and damage results from the act or acts.'" *Consol. Generator-*  
6 *Nev., Inc. v. Cummins Engine Co., Inc.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998)  
7 Importantly, "[a]ll conspirators need not be joined in an action to hold any of the conspirators liable,  
8 because conspiracy results in joint and several liability." *Envirotech, Inc. v. Thomas*, 259 S.W.3d  
9 577, 587 (Mo. Ct. App. 2008).

10 36. The express terms of the GRB Agreement required Seibel to disclose his criminal  
11 activities and conviction and Seibel admits that he did not disclose his guilty plea or the criminal  
12 conduct that led to it to Planet Hollywood. Summary judgment is thus appropriate for Planet  
13 Hollywood on its fraudulent concealment counterclaim and civil conspiracy counterclaim against  
14 Seibel based on Seibel's concealment of material facts regarding his federal prosecution and  
15 conviction.

16 37. Planet Hollywood suffered damages as a result of Seibel's actions and the necessary  
17 rebranding of the restaurant totaling \$168,781.00.

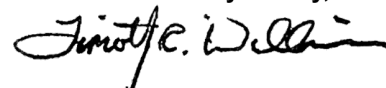
### 18 ORDER

19 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Caesars' MSJ No. 2  
20 shall be, and hereby is, GRANTED in its entirety and that judgment is entered in favor of Caesars  
21 and against GRB on all of GRB's claims.

22 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is  
23 entered in favor of Caesars and against Seibel on Caesars's fraudulent concealment counterclaim  
24 and civil conspiracy counterclaim against Seibel in the amount of \$168,781 plus pre and post-  
25 judgment interest.

26 IT IS SO ORDERED.

Dated this 31st day of May, 2022



D08 4B2 1DFF 6BFC  
Timothy C. Williams  
District Court Judge

MH

Respectfully submitted by:

DATED May 25, 2022

PISANELLI BICE PLLC

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

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

Approved as to form and content by:

DATED May 25, 2022

LEBENSFELD SHARON & SCHWARTZ P.C.

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

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

*Attorneys for The Original Homestead Restaurant,*

Approved as to form and content by:

DATED May 25, 2022

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert  
John D. Tennert, Esq. (SBN 11728)  
Wade Beavers, Esq. (SBN 13451)  
7800 Rancharra Parkway  
Reno, NV 89511  
*Attorneys for Gordon Ramsay*

## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Wednesday, May 25, 2022 4:36 PM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

CAUTION: This message is from an EXTERNAL SENDER.

You may, thanks

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, May 25, 2022 5:11 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

Understood, Josh.

John and Alan – We updated our draft proposed findings of fact and conclusions of law to remove Bailey Kennedy from the signature block in light of their objections to the orders and updated the date to May. Please confirm that we may affix your e-signatures to these versions.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: (702) 214-2100  
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---

**From:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>  
**Sent:** Tuesday, April 26, 2022 2:03 PM  
**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Tennert, John <[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com)>; Beavers, Wade <[WBeavers@fennemorelaw.com](mailto:WBeavers@fennemorelaw.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

CAUTION: This message is from an EXTERNAL SENDER.

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, May 25, 2022 2:44 PM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Alan Lebensfeld; Beavers, Wade  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

CAUTION: This message is from an EXTERNAL SENDER.

Hi Magali,

You may affix my e-signature to both proposed orders.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com) | [View Bio](#)



**CONFIDENTIALITY NOTICE:** The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, May 25, 2022 2:11 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

Understood, Josh.

John and Alan – We updated our draft proposed findings of fact and conclusions of law to remove Bailey Kennedy from the signature block in light of their objections to the orders and updated the date to May. Please confirm that we may affix your e-signatures to these versions.

Thanks,

**M. Magali Mercera**  
PISANELLI BICE, PLLC

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/31/2022

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18 "John Tennert, Esq." .

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19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

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22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

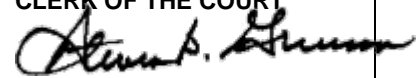
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27  
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
ORDER GRANTING CAESARS' MOTION  
FOR SUMMARY JUDGMENT NO. 2**

AND ALL RELATED MATTERS

PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law, and Order  
Granting Caesars' Motion for Summary Judgment No. 2 was entered in the above-captioned



1 matter on May 31, 2022, a true and correct copy of which is attached hereto.

2 DATED this 3rd day of June 2022.

3 PISANELLI BICE PLLC

4  
5 By: /s/ M. Magali Mercera  
6 James J. Pisanelli, Esq., #4027  
7 Debra L. Spinelli, Esq., #9695  
8 M. Magali Mercera, Esq., #11742  
9 400 South 7th Street, Suite 300  
10 Las Vegas, Nevada 89101

11 *Attorneys for Desert Palace, Inc.;*  
12 *Paris Las Vegas Operating Company, LLC;*  
13 *PHWLV, LLC; and Boardwalk Regency*  
14 *Corporation d/b/a Caesars Atlantic City*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 3rd day of June 2022, 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 ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2** to the following:

John R. Bailey, Esq.  
Dennis L. Kennedy, Esq.  
Joshua P. Gilmore, Esq.  
Paul C. Williams, Esq.  
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*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, and Nominal Plaintiff  
GR Burgr LLC*

John D. Tennert, Esq.  
Wade Beavers, Esq.  
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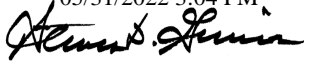
*Attorneys for Gordon Ramsay*

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

/s/ Cinda Towne  
An employee of PISANELLI BICE PLLC

  
CLERK OF THE COURT

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION FOR SUMMARY  
JUDGMENT NO. 2**

Date of Hearing: December 6, 2021

Time of Hearing: 1:30 p.m.

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("Caesars Atlantic City," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *for Summary Judgment No. 2* (the "MSJ No. 2"), filed on February 25, 2021, came before this Court for hearing on December 6, 2021, at 1:30 p.m.

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

James J. Pisanelli, Esq., and M. Magali Mercera, Esq., of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq., of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), GR Burgr, LLC ("GRB"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared") (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay"). Alan Lebensfeld, of the law firm LEBENSFELD SHARON & SCHWARTZ P.C., appeared telephonically on behalf of The Original Homestead Restaurant.

The Court having considered MSJ No. 2, the opposition thereto, as well as argument of counsel presented at the hearing, taken the matter under advisement, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

### FINDINGS OF FACT

The Court HEREBY FINDS AS FOLLOWS:

1. Planet Hollywood and its affiliates hold gaming licenses in Nevada and other jurisdictions across the country.

2. Nevada's gaming regulations provide that a gaming license will not be awarded unless the Nevada Gaming Commission is satisfied that the gaming license applicant (a) is "of good character, honesty, and integrity" (b) with "background, reputation and associations [that] will not result in adverse publicity for the State of Nevada and its gaming industry; and" (c) someone who "[h]as adequate business competence and experience for the role or position for which application is made." Nev. Gaming Regul. 3.090(1).

---

<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."

1           3.       Nevada gaming licensees are required to self-police and to act promptly if they learn  
2 of derogatory information about their own operations or those of their business associates.

3           4.       Caesars has established and operates an Ethics and Compliance Program (the  
4 "Compliance Plan") requiring Caesars to maintain the highest standards of conduct and association  
5 and guard its reputation to avoid even the slightest appearance of impropriety. To that end, Caesars  
6 is further required to avoid questionable associations with Unsuitable Persons which could tarnish  
7 Caesars' image, jeopardize its gaming licenses, or hamper its ability to expand into new markets.

8           5.       Pursuant to Caesars' Compliance Plan, Caesars' vendors, suppliers, and business  
9 partners, among others, must agree to abide by the same standards, business ethics, and principles  
10 expected of Caesars' employees. To that end, Planet Hollywood includes clear and unambiguous  
11 language in its contracts with third parties that puts all such parties on notice that Planet Hollywood  
12 is in a highly regulated business and that such third parties must abide by gaming suitability  
13 requirements.

14           6.       Beginning in 2009, Caesars began entering into contracts with Seibel and the Seibel-  
15 Affiliated Entities relating to the development, creation, and operation of various restaurants in Las  
16 Vegas and Atlantic City (the "Seibel Agreements").

17           7.       Planet Hollywood, GRB (a Seibel-Affiliated Entity), and Gordon Ramsay, entered  
18 into an agreement on or about December 2012 relating to the GR Burgr restaurant at Planet  
19 Hollywood in Las Vegas (the "GRB Agreement"). Section 14.21 of the GRB Agreement  
20 contemplated potential future restaurants but the parties did not agree on material terms regarding  
21 future restaurants. Specifically, Section 14.21 provided that:

22           If [Planet Hollywood] elects to pursue any venture similar to the Restaurant  
23 (*i.e.*, any venture generally in the nature of a burger centric or burger themed  
24 restaurant), GRB shall, or shall cause an Affiliate to, execute a development,  
25 operation and license agreement generally on the same terms and conditions as this  
26 Agreement, subject only to revisions agreed to by the parties, including revisions  
27 as are necessary to reflect the differences in such things as location, Project Costs,  
28 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

1           8.       The GRB Agreement also contained representations, warranties, and conditions to  
2 ensure that Planet Hollywood was not involved in a business relationship with an unsuitable  
3 individual and/or entity.

4           9.       Section 11.2 of the GRB Agreement provided, in pertinent part:

5           Each of Gordon Ramsay and GRB acknowledges that [Planet Hollywood] and PH's  
6 Affiliates are businesses that are or may be subject to and exist because of  
7 privileged licenses issued U.S., state, local and foreign governmental, regulatory  
8 and administrative authorities, agencies, boards and officials (the "Gaming  
9 Authorities") responsible for or involved in the administration of application of  
10 laws, rules and regulations relating to gaming or gaming activities or the sale,  
distribution and possession of alcoholic beverages. The Gaming Authorities require  
PH, and [Planet Hollywood] deems it advisable, to have a compliance committee  
(the "Compliance Committee") that does its own background checks on, and issues  
approvals of, Persons involved with [Planet Hollywood] and its Affiliates.

11           10.       Because issues of suitability affect Planet Hollywood's gaming license, Planet  
12 Hollywood expressly contracted for the sole and absolute discretion to terminate the GRB  
13 Agreement should GRB or its Affiliates — a term that includes Seibel — become an "Unsuitable  
14 Person."

15           11.       Specifically, Section 4.2.5 of the GRB Agreement provides that the "[a]greement  
16 may be terminated by [Planet Hollywood] upon written notice to GRB and Gordon Ramsay having  
17 immediate effect as contemplated by Section 11.2." In turn, Section 11.2 explicitly provides that  
18 Planet Hollywood has the right, in its "sole and exclusive judgment," to determine that a GR  
19 Associate is an Unsuitable Person under the Agreement.

20           12.       Section 11.2 of the GRB Agreement further required that Gordon Ramsay and GRB  
21 update their disclosures without Planet Hollywood prompting if anything became inaccurate or  
22 material changes occurred. Specifically, the GRB Agreement required that prior to the execution of  
23 the agreement and

24           on each anniversary of the Opening Date during the Term, (a) each of  
25 Gordon Ramsay and GRB shall provide to PH written disclosure regarding  
26 the GR Associates, and (b) the Compliance Committee shall have issued  
27 approvals of the LLTQ Associates. Additionally, during the Term, on ten  
28 (10) calendar days written request by PH to Gordon Ramsay and GRB,  
Gordon Ramsay and GRB shall disclose to Caesars all GR Associates. To  
the extent that any prior disclosure becomes inaccurate, Gordon Ramsay  
and GRB shall, within ten (10) calendar days from that event, update the  
prior disclosure without PH making any further request. Each of Gordon

Ramsay and GRB shall cause all GR Associates to provide all requested information and apply for and obtain all necessary approvals required or requested by PH or the Gaming Authorities.

13. Planet Hollywood did not waive, release, or modify the disclosure obligations for Ramsay or GRB.

14. In April 2016, Seibel pleaded guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws because, in Seibel's own words, he was in fact guilty of the crime.

15. Prior to his guilty plea, and despite a January 2016 tolling agreement with the U.S. government entered into to allow Seibel "to manage his financial affairs in an optimal way prior to entering a guilty plea," neither Seibel nor any of the Seibel-Affiliated Entities notified Planet Hollywood of any of the facts underlying the charges against him, or that Seibel planned to plead guilty to a felony. Seibel did not update any of the mandatory suitability disclosures.

16. Before news of Seibel's conviction became public, and one week prior to pleading guilty, Seibel attempted to assign his interest in GRB to The Seibel Family 2016 Trust (the "Trust"). In order to do so, Seibel needed GRUS, the other member of GRB, to consent to such an assignment. However, Seibel did not inform GRUS or Gordon Ramsay that the reason he sought to assign his interest was because he planned to plead guilty to a felony in the coming week. Ultimately, GRUS did not consent to the assignment.

17. On or about August 19, 2016, Seibel was sentenced for his crimes, served time in a federal penitentiary, and was required to pay fines and restitution, and perform community service. Following Seibel's sentencing, Planet Hollywood found out through news reports that Seibel pleaded guilty to a felony and was sentenced to serve time in federal prison as a result of his crimes.

18. After learning of Seibel's guilty plea and conviction, Planet Hollywood determined that Seibel was unsuitable pursuant to the GRB Agreement and applicable Nevada gaming laws and regulations.

19. After determining that Seibel was unsuitable, Planet Hollywood exercised its contractual right to terminate the GRB Agreement as it was expressly allowed to do under Section 11.2 after GRB did not disassociate from Seibel.

1           20.     Upon discovering Seibel's unsuitability, Planet Hollywood self-reported and  
2 disclosed the information of Seibel's unsuitability to Nevada gaming regulators, including its  
3 termination of the GRB Agreement and disassociation with an unsuitable person.

4           21.     The Nevada gaming regulators agreed with Planet Hollywood's actions, concluding  
5 that Planet Hollywood appropriately addressed the matter as the Nevada gaming regulators would  
6 expect from a gaming licensee.

7           22.     After Planet Hollywood terminated the GRB Agreement, GRUS filed a petition for  
8 judicial dissolution on or about October 13, 2016, in the Court of Chancery of the State of Delaware.

9           23.     On February 28, 2017, Seibel filed a complaint purportedly derivatively on behalf  
10 of GRB against Planet Hollywood and Ramsay for breach of contract, breach of the implied  
11 covenant of good faith and fair dealing, unjust enrichment, and civil conspiracy.

12           24.     On August 25, 2017, Caesars filed its complaint for declaratory relief against the  
13 Seibel-Affiliated Entities,<sup>2</sup> including GRB (the "DP Original Complaint").

14           25.     On or about October 5, 2017, the Delaware court appointed a liquidating trustee to  
15 oversee the dissolution of GRB. Neither Caesars nor Ramsay were parties to the dissolution  
16 proceedings.

17           26.     Following certain motion practice in this Court, Planet Hollywood and Ramsay  
18 raised concerns about Seibel's ability to act derivatively on behalf of GRB in light of the Delaware  
19 proceedings.

20           27.     The Order Dissolving GR BURGR LLC & Appointing Liquidating Trustee,  
21 [hereinafter "Dissolution Order"], provides that the Trustee "shall have all powers generally  
22 available to a trustee, custodian, or receiver appointed pursuant to 6 *Del. C.* § 18-803,<sup>3</sup> unless the  
23 \_\_\_\_\_

24           <sup>2</sup>     GRB, TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ  
25 Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"),  
26 FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI  
16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global  
Solutions, LLC ("R Squared") are collectively referred to herein as the "Seibel-Affiliated Entities."

27           <sup>3</sup>     6 *Del. C.* § 18-803 provides that "[u]pon dissolution of a limited liability company and until  
28 the filing of a certificate of cancellation as provided in § 18-203 of this title, the persons winding up



1 exercise of any said power would be inconsistent with any specific provision of this Order or any  
2 other Order entered by the Court in this action."

3 28. The proposed trustee officially accepted appointment to represent GRB on  
4 December 13, 2017

5 29. After the Trustee was appointed, he requested an indefinite extension to respond to  
6 Caesars' complaint, but Caesars advised that it was unable to agree to an indefinite extension.  
7 Caesars offered to extend GRB's time to answer the complaint until February 15, 2018. The Trustee  
8 did not agree, and GRB failed to answer the complaint at that time.

9 30. On March 11, 2020, Caesars amended its complaint ("DP First Amended  
10 Complaint").

11 31. Despite serving the Trustee with a copy of the DP First Amended Complaint, the  
12 Trustee continued to refuse to participate in the litigation.

13 32. On April 6, 2020, a Report and Proposed Liquidation Plan for GRB was publicly  
14 filed in Delaware (the "GRB Report"). In the GRB Report, the GRB trustee identified claims not  
15 worth pursuing in the Nevada litigation, including claims related to (1) wrongful termination of the  
16 GRB Agreement; (2) breach of the implied covenant of good faith and fair dealing and the purported  
17 scheme to oust Seibel; and (3) breach of Section 14.21 of the GRB Agreement.

18 33. The Delaware court fully adopted the GRB Report on October 13, 2020.

19 34. On May 20, 2020, Caesars filed a notice of intent to take default against GRB. In  
20 response, the Trustee sent correspondence to this Court and the Delaware Court requesting that the  
21 courts "communicate and coordinate with each so that the proceedings in the two courts can be  
22 completed in an orderly fashion without the possibility of inconsistent adjudications relating to  
23 GRB." The trustee further stated that "GRB has never appeared in the Nevada litigation," "GRB  
24 has no discovery to offer," GRB has no assets to defend itself or to retain counsel to respond to a  
25

26  
27  
28 the limited liability company's affairs may, in the name of, and for and on behalf of, the limited  
liability company, prosecute and defend suits, whether civil, criminal or administrative . . . ."

1 default motion, and that the Delaware action should be allowed to proceed before actions are taken  
2 against GRB in Nevada.

3 35. At the risk of default, and after almost three years of litigation, on June 9, 2020,  
4 GRB filed a notice of appearance of counsel in this Court.

5 36. On June 19, 2020, GRB filed an answer to the DP First Amended Complaint.

6 37. On July 24, 2020, GRB served its initial disclosures, disclosing that (1) GRB has no  
7 witnesses; (2) GRB has no documents to produce; and (3) "GRB asserts no affirmative claims on  
8 its own behalf."

9 38. GRB never attended depositions and repeatedly refused to engage in discovery.

### 10 CONCLUSIONS OF LAW

11 1. Pursuant to Nevada law, summary judgment is appropriate and shall be rendered  
12 when the pleadings and other evidence on file demonstrate that no genuine issue as to any material  
13 fact remains and the moving party is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*,  
14 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005); NRCP 56(c). "The substantive law controls which  
15 factual disputes are material," not the party opposing summary judgment. *Wood*, 121 Nev. at 731,  
16 121 P.3d at 1031. Further, while all facts and evidence must be viewed in the light most favorable  
17 to the non-moving party, the opposing party may not build its case on the "gossamer threads of  
18 whimsy, speculation and conjecture." *Id.* at 731, 121 P.3d at 1030 (footnote and citations omitted).

19 2. "To successfully oppose a motion for summary judgment, the non-moving party  
20 must show specific facts, rather than general allegations and conclusions, presenting a genuine issue  
21 of material fact for trial." *LaMantia v. Redisi*, 118 Nev. 27, 29, 38 P.2d 877, 879 (2002). "The party  
22 opposing summary judgment must be able to point to specific facts showing that there is a genuine  
23 issue for trial." *Michael v. Sudeck*, 107 Nev. 332, 334, 810 P.2d 1212, 1213 (1981).

24 3. "The purpose of summary judgment is to avoid a needless trial when an appropriate  
25 showing is made in advance that there is no genuine issue of fact to be tried, and the movant is  
26 entitled to judgment as a matter of law." *McDonald v. D. Alexander & Las Vegas Boulevard, LLC*,  
27 121 Nev. 812, 815, 123 P. 3d 748, 750 (2005) (internal quotations omitted).

1           4.       Judicial admissions are defined as "deliberate, clear, unequivocal statements by a  
2 party about a concrete fact within that party's knowledge." *Reyburn Lawn & Landscape Designers,*  
3 *Inc. v. Plaster Dev. Co.*, 127 Nev. 331, 343, 255 P.3d 268, 276 (2011). They have "the effect of  
4 withdrawing a fact from issue and dispensing wholly with the need for proof of the fact." *In re*  
5 *Barker*, 839 F.3d 1189, 1195 (9th Cir. 2016) (quoting *Am. Title Ins. Co. v. Lacelaw Corp.*, 861 F.2d  
6 224, 226 (9th Cir. 1988)). "What constitutes a judicial admission should be determined by the  
7 circumstances of each case and evaluated in relation to the other testimony presented in order to  
8 prevent disposing of a case based on an unintended statement made by a nervous party." *Reyburn*,  
9 127 Nev. at 343, 255 P.3d at 276.

10           5.       "Judicial admissions are 'conclusively binding on the party who made them.'" *Id.*  
11 (quoting *Am. Title*, 861 F.2d at 226).

12           6.       "[S]tatements of fact contained in a brief may be considered admissions of the party  
13 in the discretion of the district court." *Am. Title*, 861 F.2d at 227. "For purposes of summary  
14 judgment, the courts have treated representations of counsel in a brief as admissions even though  
15 not contained in a pleading or affidavit." *Id.* at 226.

16           7.       Additionally, NRS 51.035(3), provides an exception to hearsay where a statement  
17 being offered against a party is:

- 18                   a. The party's own statement, in either the party's individual or a  
19                   representative capacity;
- 20                   b. A statement of which the party has manifested adoption or belief in  
21                   its truth;
- 22                   c. A statement by a person authorized by the party to make a statement  
23                   concerning the subject;
- 24                   d. A statement by the party's agent or servant concerning a matter  
25                   within the scope of the party's agency or employment, made before  
26                   the termination of the relationship; or
- 27                   e. A statement by a coconspirator of a party during the course and in  
28                   furtherance of the conspiracy.

26           8.       Courts "construe unambiguous contracts . . . according to their plain language."  
27 *Sheehan & Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 487–88, 117 P.3d 219, 223–24 (2005).

28           9.       Here, GRB admitted that it has no affirmative claims in its initial disclosures.

1           10. In the GRB Report, the GRB trustee (*i.e.*, GRB's authorized agent) recognized that  
2 GRB's claims for breach of contract related to Caesars' proper and contractually authorized  
3 termination of the GRB Agreement, breach of the implied covenant of good faith and fair dealing,  
4 civil conspiracy, and breach of Section 14.21 of the GRB Agreement are "not worth pursuing."

5           11. Pursuant to Section 4.2.5, which governs termination resulting from unsuitability,  
6 the GRB "Agreement may be terminated by [Planet Hollywood] upon written notice to GRB and  
7 Gordon Ramsay having immediate effect as contemplated by Section 11.2."

8           12. Pursuant to Section 11.2, Caesars is granted the express right to determine whether  
9 a GR Associate is an Unsuitable Person, and whether the GRB Agreement must be terminated in  
10 its "sole discretion."

11           13. Planet Hollywood's determination that GRB was unsuitable based on Seibel's  
12 admitted criminal activities, felony conviction of engaging in corrupt endeavor to obstruct and  
13 impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, and sentence to  
14 serve prison time for the same, was within Planet Hollywood's sole discretion under the  
15 GRB Agreement.

16           14. Seibel purported to "cure" the unsuitability through the creation of new entities, but  
17 Seibel secretly continued to hold both a beneficial and actual ownership interest in the new entities.  
18 However, the GRB Agreement (1) does not provide Seibel or GRB with an opportunity to cure; (2)  
19 nor does it provide Seibel or GRB with a unilateral right to sell Seibel's interests to a third party.

20           15. Even if the GRB provided Seibel or GRB with a right to cure his unsuitability, which  
21 the Court finds it did not, Seibel and GRB forfeited any such right through the fraudulent cure  
22 scheme and Seibel's continued association with the Seibel-Affiliated Entities.

23           16. Further, the GRB trustee agreed that "Caesars likely had the right to terminate the  
24 [GRB] Agreement because, in the Court's words, the situation is one of Seibel's 'own making" and  
25 "Caesars validly exercised its bargained-for discretion and Seibel's claim for the improper  
26 termination of the [GRB] Agreement is not likely to survive summary judgment."  
27  
28

1 17. GRB's admissions and contractual analysis, and this Court's prior rulings<sup>4</sup> support  
2 an order granting Planet Hollywood summary judgment on GRB's claim for breach of contract.

3 18. The covenant of good faith and fair dealing does not call for a different result.

4 19. An implied covenant of good faith and fair dealing exists in every Nevada contract  
5 and essentially forbids arbitrary, unfair acts by one party that disadvantage the other. " *Frantz v.*  
6 *Johnson*, 116 Nev. 455, 465, 999 P.2d 351, 358 (2000) (citing *Consol. Generator v. Cummins*  
7 *Engine*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998).

8 20. "When one party performs a contract in a manner that is unfaithful to the purpose of  
9 the contract and the justified expectations of the other party are thus denied, damages may be  
10 awarded against the party who does not act in good faith." *Hilton Hotels Corp. v. Butch Lewis*  
11 *Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991).

12 21. "Reasonable expectations are to be 'determined by the various factors and special  
13 circumstances that shape these expectations.'" *Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335,  
14 338 (1995) (quoting *Hilton*, 107 Nev. at 234, 808 P.2d at 924).

15 22. Moreover, "one generally cannot base a claim for breach of the implied covenant on  
16 conduct authorized by the terms of the agreement." *Miller v. FiberLight, LLC*, 808 S.E.2d 75, 87  
17 (Ga. App. Ct. 2017) (quoting *Dunlap v. State Farm Fire & Cas. Co.*, 878 A.2d 434, 441 (Del.  
18 2005)); *see also Vitek v. Bank of Am., N.A.*, No. 8:13-CV-816-JLS ANX, 2014 WL 1042397, at \*5  
19 (C.D. Cal. Jan. 23, 2014) (citation omitted) ("In general, acting in accordance with an express  
20 contractual provision does not amount to bad faith.").

21 23. In other words, 'a party does not act in bad faith by relying on contract provisions  
22 for which that party bargained where doing so simply limits advantages to another party.'" *Miller*,

23  
24  
25 <sup>4</sup> The Court granted in part and denied in part Planet Hollywood's Motion to Dismiss claims  
26 brought by Seibel on behalf of GRB stating that Seibel "failed to plead facts sufficient to support a  
27 breach of contract claim against Planet Hollywood for: (1) continuing to do business with Ramsay;  
28 (2) refusing to provide [GRB] with an opportunity to cure its affiliation with [Seibel]; and (3)  
attempting and/or planning to operate a rebranded restaurant. The plain language of the [GRB  
Agreement] precludes these claims as a matter of law. They must therefore be dismissed." (Order  
Granting in Part and Denying in part Planet Hollywood's Mot. to Dismiss, June 15, 2017, on file.)

1 343 Ga. App. at 607–08, 808 S.E.2d at 87 (quoting *Alpha Balanced Fund, LLLP v. Irongate*  
2 *Performance Fund, LLC*, 342 Ga. App. 93, 102–103 (1), 802 S.E.2d 357 (2017)).

3 24. Importantly, "when there is no factual basis for concluding that a defendant acted  
4 in bad faith, a court may determine the issue of bad faith as a matter of law." *Tennier v. Wells Fargo*  
5 *Bank, N.A.*, No. 3:14-CV-0035-LRH-VPC, 2015 WL 128672, at \*7 (D. Nev. Jan. 8, 2015) (quoting  
6 *Andrew v. Century Sur. Co.*, No. 2:12-cv- 0978, 2014 WL 1764740, at \*10 (D. Nev. Apr. 29,  
7 2014)).

8 25. Planet Hollywood did not violate the covenant of good faith and fair dealing when  
9 it terminated the GRB Agreement as a result of Seibel's unsuitability.

10 26. An actionable civil conspiracy 'consists of a combination of two or more persons  
11 who, by some concerted action, intend to accomplish an unlawful objective for the purpose of  
12 harming another, and damage resulting from the act or acts.'" *Consol. Generator-Nev., Inc. v.*  
13 *Cummins Engine Co., Inc.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (quoting *Hilton*  
14 *Hotels*, 109 Nev. at 1048, 862 P.2d at 1210). "Summary judgment is appropriate if there is no  
15 evidence of an agreement or intent to harm the plaintiff." *Guilfoyle v. Olde Monmouth Stock*  
16 *Transfer Co., Inc.*, 130 Nev. 801, 813, 335 P.3d 190, 199 (2014).

17 27. Here, GRB failed to present any evidence to support its claim for civil conspiracy.  
18 Planet Hollywood complied with the express terms of the GRB Agreement when it determined that  
19 Seibel was an Unsuitable Person, that the conduct was not subject to cure and terminated the GRB  
20 Agreement. As a result, there was no unlawful objective upon which to anchor a conspiracy claim  
21 and GRB's civil conspiracy claim fails as a matter of law.

22 28. It is also well settled under Nevada law, that "[a] valid contract cannot exist when  
23 material terms are lacking or are insufficiently certain and definite." *May v. Anderson*, 121 Nev.  
24 668, 672, 119 P.3d 1254, 1257 (2005). "An agreement to agree at a future time is nothing and will  
25 not support an action for damages." *City of Reno v. Silver State Flying Serv., Inc.*, 84 Nev. 170,  
26 176, 438 P.2d 257, 261 (1968) (internal quotation omitted).

27 29. Additionally, "[i]t cannot be doubted at this day, nor is it denied, that a contract will  
28 not be enforced if it is against public policy, or that, if a part of the consideration of an entire contract

1 is illegal as against public policy or sound morals, the whole contract is void." *Gaston v. Drake*, 14  
2 Nev. 175, 181 (1879).

3 30. Section 14.21 of the GRB Agreement has indefinite and open terms and thus is an  
4 invalid and unenforceable agreement to agree. As such, this provision fails as a matter of law.

5 31. Further, any future agreement with GRB would violate gaming laws and put Planet  
6 Hollywood's gaming license in jeopardy, requiring Caesars to again terminate the agreement under  
7 the terms of Section 11.2. The benefits of not requiring a gaming licensee to contract with an  
8 Unsuitable Person clearly outweigh the benefits of enforcement, rendering Section 14.21  
9 unenforceable.

10 32. The Court has inherent authority to dismiss claims for lack of prosecution. *Hunter*  
11 *v. Gang*, 132 Nev. 249, 256, 377 P.3d 448, 453 (Nev. App. 2016) (citing *Harris v. Harris*, 65 Nev.  
12 342, 345-50, 196 P.2d 402, 403-06 (1948)). "The element necessary to justify failure to prosecute  
13 for lack of diligence on the part of the plaintiff, whether individually or through counsel." *Moore v.*  
14 *Cherry*, 90 Nev. 930, 935, 528 P.2d 1018, 1021 (1974). Importantly, "[t]he duty rests upon the  
15 plaintiff to use diligence and to expedite his case to a final determination." *Id.* at 395, 528 P.2d at  
16 1022; *see also Raine v. Ennor*, 39 Nev. 365, 372, 158 P. 133, 134 (1916).

17 33. Summary judgment is further appropriate against GRB on all its claims based on  
18 want of prosecution and/or the failure of GRB to actively prosecute its claims for relief for four (4)  
19 years.

20 34. To prevail on a claim for fraudulent concealment, the plaintiff must show that: "(1)  
21 the defendant concealed or suppressed a material fact; (2) the defendant was under a duty to disclose  
22 the fact to the plaintiff; (3) the defendant intentionally concealed or suppressed the fact with the  
23 intent to defraud the plaintiff; that is, the defendant concealed or suppressed the fact for the purpose  
24 of inducing the plaintiff to act differently than she would have if she had known the fact; (4) the  
25 plaintiff was unaware of the fact and would have acted differently if she had known of the concealed  
26 or suppressed fact; (5) and, as a result of the concealment or suppression of the fact, the plaintiff  
27 sustained damages." *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1485, 970 P.2d 98, 109–10 (1998),  
28

1 *abrogated on other grounds by GES, Inc. v. Corbitt*, 117 Nev. 265, 21 P.3d 11 (2001) (citing *Nev.*  
2 *Power Co. v. Monsanto Co.*, 891 F. Supp. 1406, 1415 (D.Nev.1995)).

3 35. As discussed above, "an actionable civil conspiracy 'consists of a combination of  
4 two or more persons who, by some concerted action, intend to accomplish an unlawful objective  
5 for the purpose of harming another, and damage results from the act or acts.'" *Consol. Generator-*  
6 *Nev., Inc. v. Cummins Engine Co., Inc.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998)  
7 Importantly, "[a]ll conspirators need not be joined in an action to hold any of the conspirators liable,  
8 because conspiracy results in joint and several liability." *Envirotech, Inc. v. Thomas*, 259 S.W.3d  
9 577, 587 (Mo. Ct. App. 2008).

10 36. The express terms of the GRB Agreement required Seibel to disclose his criminal  
11 activities and conviction and Seibel admits that he did not disclose his guilty plea or the criminal  
12 conduct that led to it to Planet Hollywood. Summary judgment is thus appropriate for Planet  
13 Hollywood on its fraudulent concealment counterclaim and civil conspiracy counterclaim against  
14 Seibel based on Seibel's concealment of material facts regarding his federal prosecution and  
15 conviction.

16 37. Planet Hollywood suffered damages as a result of Seibel's actions and the necessary  
17 rebranding of the restaurant totaling \$168,781.00.

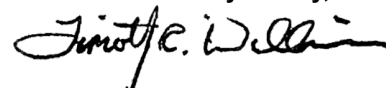
### 18 ORDER

19 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Caesars' MSJ No. 2  
20 shall be, and hereby is, GRANTED in its entirety and that judgment is entered in favor of Caesars  
21 and against GRB on all of GRB's claims.

22 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is  
23 entered in favor of Caesars and against Seibel on Caesars's fraudulent concealment counterclaim  
24 and civil conspiracy counterclaim against Seibel in the amount of \$168,781 plus pre and post-  
25 judgment interest.

26 IT IS SO ORDERED.

Dated this 31st day of May, 2022



D08 4B2 1DFF 6BFC  
Timothy C. Williams  
District Court Judge

MH



Respectfully submitted by:

DATED May 25, 2022

PISANELLI BICE PLLC

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

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

Approved as to form and content by:

DATED May 25, 2022

LEBENSFELD SHARON & SCHWARTZ P.C.

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

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

*Attorneys for The Original Homestead Restaurant,*

Approved as to form and content by:

DATED May 25, 2022

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert  
John D. Tennert, Esq. (SBN 11728)  
Wade Beavers, Esq. (SBN 13451)  
7800 Rancharra Parkway  
Reno, NV 89511  
*Attorneys for Gordon Ramsay*

## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Wednesday, May 25, 2022 4:36 PM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

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You may, thanks

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, May 25, 2022 5:11 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

Understood, Josh.

John and Alan – We updated our draft proposed findings of fact and conclusions of law to remove Bailey Kennedy from the signature block in light of their objections to the orders and updated the date to May. Please confirm that we may affix your e-signatures to these versions.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: (702) 214-2100  
Fax: (702) 214-2101  
[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)



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---

**From:** Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>  
**Sent:** Tuesday, April 26, 2022 2:03 PM  
**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Tennert, John <[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com)>; Beavers, Wade <[WBeavers@fennemorelaw.com](mailto:WBeavers@fennemorelaw.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

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## Cinda C. Towne

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**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, May 25, 2022 2:44 PM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Alan Lebensfeld; Beavers, Wade  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

CAUTION: This message is from an EXTERNAL SENDER.

Hi Magali,

You may affix my e-signature to both proposed orders.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com) | [View Bio](#)



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---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, May 25, 2022 2:11 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL Granting Caesars' MSJ No. 1 and MSJ No. 2

Understood, Josh.

John and Alan – We updated our draft proposed findings of fact and conclusions of law to remove Bailey Kennedy from the signature block in light of their objections to the orders and updated the date to May. Please confirm that we may affix your e-signatures to these versions.

Thanks,

**M. Magali Mercera**  
PISANELLI BICE, PLLC

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/31/2022

15 Robert Atkinson

robert@nv-lawfirm.com

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ksutehall@foxrothschild.com

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lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittanie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

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22 Diana Barton .

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23 Lisa Anne Heller .

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28

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wbeavers@fclaw.com  
amaul@fclaw.com

*Attorneys for Defendant Gordon Ramsay*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendant,

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Defendant.

AND ALL RELATED MATTERS.

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

Consolidated with:  
Case No: A-17-760537-B

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER GRANTING GORDON  
RAMSAY'S MOTION FOR  
SUMMARY JUDGMENT**

Date of Hearing: January 20, 2022

Time of Hearing: 1:30 p.m.

On June 28, 2017, Rowen Seibel ("Mr. Seibel" or "Plaintiff"), filed his First Amended  
Verified Complaint ("First Amended Complaint") alleging causes of action derivatively on behalf  
of GR BURGR, LLC ("GRB") against Gordon Ramsay ("Mr. Ramsay"), for (1) breach of

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7800 Rancharra Pkwy  
Reno, Nevada 89511  
Tel: (775) 788-2200 Fax: (775) 786-1177

1 contract; (2) contractual breach of the covenant of good faith and fair dealing; (3) unjust  
2 enrichment; and (4) civil conspiracy. Mr. Seibel also sought, as “Additional Requests for Relief,”  
3 specific performance and declaratory and injunctive relief. On February 25, 2021, Mr. Ramsay  
4 filed his Motion for Summary Judgment (“Ramsay Motion”) seeking judgment as a matter of law  
5 as to all of Mr. Seibel’s claims against him. On January 20, 2022, at 1:30 p.m., a hearing was held  
6 in Department XVI of the above-captioned court before the Honorable Timothy C. Williams with  
7 Joshua P. Gilmore and Paul C. Williams of the law firm of Bailey Kennedy present on behalf of  
8 Mr. Seibel; MOTI Partners, LLC; MOTI Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ  
9 Enterprises 16, LLC; TPOV Enterprises, LLC’ TPOV Enterprises 16, LLC; FERG, LLC; FERG  
10 16, LLC; Craig Green; R Squared Global Solutions, LLC, derivatively on behalf of DNT  
11 Acquisition, LLC; and GR Burgr, LLC; John D. Tennert III and Wade Beavers of the law firm of  
12 Fennemore Craig, P.C., present on behalf of Mr. Ramsay; James J. Pisanelli and M. Magali  
13 Mercera of the law firm of Pisanelli Bice PLLC present on behalf of PHWLTV, LLC (“Planet  
14 Hollywood”), Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company, LLC  
15 (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC,” and  
16 collectively, with Caesars Palace, Paris, and Planet Hollywood, “Caesars”); and Alan M.  
17 Lebensfeld of the law firm of Lebensfeld, Sharon & Schwartz, P.C. present on behalf of the Old  
18 Homestead Restaurant, Inc.

19 The Court, having reviewed the pleadings in this matter, as well as the Ramsay Motion,  
20 Mr. Ramsay’s Appendix to Defendant Gordon Ramsay’s Motion for Summary Judgment  
21 (“Ramsay Appendix”); Mr. Ramsay’s Request for Judicial Notice; Mr. Seibel’s Opposition to  
22 Gordon Ramsay’s Motion for Summary Judgment (“Seibel Opposition”); Mr. Seibel’s “Appendix  
23 of Exhibits to (1) the Development Entities and Rowen Seibel’s Opposition to Caesar’s Motion for  
24 Summary Judgment No. 1; (2) Opposition to Caesars’s Motion for Summary Judgment No. 2; and  
25 (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment” (“Seibel Appendix”); Mr.  
26 Seibel’s Objections to Evidence Offered by Gordon Ramsay in Support of His Motion for  
27 Summary Judgment (“Objections to Evidence”); Mr. Ramsay’s Reply in Support of His Motion  
28 for Summary Judgment (“Reply”); and Mr. Ramsay’s Response to Rowen Seibel and GR



BURGR, LLC's Objections to Evidence Offered by Gordon Ramsay in Support of His Motion for Summary Judgment; and being familiar with the other papers on file in this matter, having heard the arguments of counsel at hearing, and being otherwise duly advised, **FINDS** and **ORDERS** as follows:

**I. Mr. Ramsay's Request for Judicial Notice**

In Mr. Ramsay's February 26, 2021, Request for Judicial Notice, he asks that the Court take judicial notice pursuant to NRS 47.130 of the factual matters set forth in certain documents included in the Ramsay Appendix filed in support of his Motion for Summary Judgment. Specifically, Mr. Ramsay asks that the Court take judicial notice of the matters of fact set forth in Ramsay Appendix Exhibit 10, (Information filed April 18, 2016 [ECF No. 1]); Ramsay Appendix Exhibit 16 (Notice of Intent to File Information filed February 29, 2016 [ECF No. 1]); Ramsay Appendix Exhibit 17 (Plea Hearing Transcript filed April 25, 2016 [ECF No. 7]); Ramsay Appendix Exhibit 18 (Ltr. From R. Fink to Hon. J. Pauley filed August 5, 2016 [ECF No. 14]); Ramsay Appendix Exhibit 19 (Ltr. From R. Fink to Hon. J. Pauley filed August 16, 2016 [ECF No. 16]); and Ramsay Appendix Exhibit 20 (Sentencing Hearing Transcript filed September 13, 2016 [ECF No. 18]). Mr. Ramsay argues that each of the documents identified is a publicly-available filing or order entered in the criminal proceedings in the United States District Court in the Southern District of New York, captioned *United States v. Seibel*, case number 16-cr-00279-WHP, available to the public through the U.S. government's PACER website for court filings, and that their contents are capable of accurate and ready determination pursuant to NRS 47.130(2).

Mr. Ramsay further requests that the Court take judicial notice of the matters of fact set forth in the documents attached to the Declaration of Timothy Dudderar, Esq., submitted as Ramsay Appendix Exhibit 26, consisting of (1) Memorandum of Opinion dated August 25, 2017; (2) Order Dissolving GR BURGR, LLC and Appointing Liquidating Trustee dated October 25, 2017; (3) Appointment Order dated December 11, 2017; (4) Report and Proposed Liquidation Plan for GR BURGR, LLC (Public Version) dated March 30, 2020; and (5) Letter Opinion of Vice Chancellor Joseph R. Slights dated October 13, 2020. Mr. Ramsay argues that each of these documents is a publicly-available filing or order entered in the corporate dissolution proceedings

1 in the Delaware Court of Chancery, captioned *In re GR Burgr, LLC*, C.A. No. 12825-VCS. Mr.  
2 Ramsay argues that the documents are presently available to the public through the online website  
3 of the Delaware Court of Chancery, that their contents are capable of accurate and ready  
4 determination pursuant to NRS 47.130(2), and that the dissolution proceedings are closely related  
5 to the contractual relationships among GRB, Mr. Seibel, and Planet Hollywood in this case.

6 The Court has not received a written opposition from Mr. Seibel to Mr. Ramsay's Request  
7 for Judicial Notice. Pursuant to this Court's local rules, "[f]ailure of the opposing party to serve  
8 and file written opposition may be construed as an admission that the motion ...is meritorious and  
9 a consent to granting the same." EDCR 2.20(e). Further, the Court agrees with Mr. Ramsay's  
10 arguments set forth in Mr. Ramsay's Request for Judicial Notice.

11 The Court finds that the contents of the documents identified in Mr. Ramsay's Request for  
12 Judicial Notice are the proper subject of judicial notice pursuant to NRS 47.130 to NRS 47.170,  
13 and does take judicial notice of the contents of those documents for the purposes of ruling on Mr.  
14 Ramsay's Motion for Summary Judgment.

## 15 II. Findings of Fact

16 1. Planet Hollywood operates a casino and resort in Las Vegas, the Planet Hollywood  
17 Resort & Casino. Planet Hollywood and its affiliates (collectively "Caesars") are gaming entities  
18 regulated by the State of Nevada.

19 2. Mr. Ramsay is a chef, businessperson, and media personality, who from time to  
20 time lends his personal name and brand to restaurant ventures.

21 3. Mr. Seibel is the Plaintiff in this action and at all relevant times was a member and  
22 manager of GRB.

23 4. In or around 2012, Mr. Seibel, Mr. Ramsay, and Planet Hollywood became  
24 involved, in various capacities, in the development of a new restaurant venture to open inside the  
25 Planet Hollywood Resort & Casino. The restaurant was to focus on serving hamburgers. The  
26 restaurant was to be named BURGR Gordon Ramsay ("BURGR Restaurant"). The trademark  
27 BURGR Gordon Ramsay was owned at all relevant times by GR US Licensing LP ("GRUS").  
28

1           5.       In connection with the formation of the restaurant, GRB was formed as a Delaware  
2 limited liability company in October 2012 by Mr. Seibel and GRUS. The management of GRB  
3 was governed by the Limited Liability Company Agreement of GR BURGR, LLC (“LLC  
4 Agreement”). GRUS and Seibel each own a 50% membership interest in GRB. Mr. Ramsay is  
5 not, personally, a member or manager of GRB.

6           6.       Contemporaneous with the formation of GRB, GRB and GRUS entered into a  
7 License Agreement (“GRUS License Agreement”) whereby GRUS conferred limited rights on  
8 GRB to use or sublicense the trademark BURGR Gordon Ramsay. The GRUS License  
9 Agreement clarified that GRUS and Mr. Ramsay “are in no way limited or restricted in using and  
10 exploiting any other trademark or trade name that includes the name ‘Gordon Ramsay’ nor from  
11 using the name Gordon Ramsay without limitation.” See Ramsay Appendix, Exhibit 5, GRUS  
12 License Agreement, at §1.1.

13           7.       GRB, Planet Hollywood, and Mr. Ramsay thereafter entered into a Development,  
14 Operation and License Agreement dated December 2012 (“Development Agreement”). Under the  
15 Development Agreement, GRB agreed to sublicense the BURGR Gordon Ramsay mark to Planet  
16 Hollywood for use in connection with the BURGR Restaurant, and Planet Hollywood agreed to  
17 pay to GRB a License Fee based on a percentage of gross sales from the BURGR Restaurant.

18           8.       Section 11.2 of the Development Agreement provided, among other things, that:

19           Privileged License.....[I]f [Planet Hollywood] shall determine, in [Planet  
20 Hollywood’s] sole and exclusive judgment, that any GR Associate is an  
21 Unsuitable Person, then immediately following notice by [Planet Hollywood] to  
22 Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any  
23 relationship with the Person who is the source of such issue, (b) Gordon Ramsay  
24 and/or GRB shall cease the activity or relationship creating the issue to [Planet  
25 Hollywood]’s satisfaction, in [Planet Hollywood]’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 [Planet Hollywood] in its sole discretion, [Planet  
Hollywood] shall, without prejudice to any other rights or remedies of [Planet  
Hollywood] including at law or in equity, have the right to terminate this  
Agreement and its relationship with Gordon Ramsay and GRB.

26           See Ramsay Appendix, Exhibit 6, Development Agreement, at §11.2.

27           9.       The Development Agreement defined “Unsuitable Person” at Section 1 thereof to  
28 include any person “who is or might be engaged or about to be engaged in any activity which

could adversely impact the business or reputation of [Planet Hollywood] or its Affiliates.” *Id.* at §1 (“Unsuitable Person” defined). Mr. Seibel, as a member and manager of GRB, was a “GR Associate” as that term was defined in Section 2.2 of the Development Agreement.

10. Section 14.21 of the Development Agreement provided as follows:

Additional Restaurant Projects....If [Planet Hollywood] 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 adjustment.

*See* Ramsay Appendix, Exhibit 6, Development Agreement, at §14.21. The Development Agreement defined the “Restaurant” as “a restaurant featuring primarily burger centric food and beverages known as ‘BURGR Gordon Ramsay’” located on the premises at the Planet Hollywood Hotel & Casino. *See id.* at Recital C (defining the “Restaurant”).

Unbeknownst to GRUS and Mr. Ramsay at the time of the Development Agreement, Mr. Seibel had participated in an illegal scheme between 2004 and 2009 to conceal taxable income from the IRS. According to Seibel’s Criminal Information, from 2004 to 2008, Seibel (and his mother) deposited considerable sums into a numbered account that he maintained at Union Bank of Switzerland (“UBS”) that, for an additional fee, concealed his identity from U.S. tax authorities. *See* Ramsay Appendix, Exhibit 10, Information ¶¶ 4-7. Upon learning of a government investigation into UBS’s efforts to help wealthy Americans evade taxes, Seibel took the following actions to avoid detection: [1] he created a Panamanian shell company for himself, [2] he traveled to Switzerland to close the UBS account, [3] he opened an account in the name of the Panamanian shell company at another Swiss Bank, and [4] he deposited a \$900,000 check from UBS into the new account. *See id.* ¶¶ 8-9. During this time Seibel filed tax returns that failed to report his overseas income and falsely claimed that he did not have an interest or signatory authority over a financial account in a foreign country. *See id.* ¶¶ 10-11.

In 2009, Seibel applied for amnesty under the IRS’s Voluntary Disclosure Program. *See id.* ¶ 12. In furtherance of his scheme to defraud the United States Government, Seibel falsely stated

1 that he had been unaware, during the years 2004 and 2005, that his mother had made deposits into  
2 the account. *See id.* ¶ 13. Seibel also represented that he had been unaware, until he made  
3 inquiries of UBS in 2009, of the status of his account at UBS and had in fact over time reached  
4 “the conclusion that deposits (into his UBS account) had been stolen or otherwise disappeared.”  
5 *See id.* These statements were false. *See id.* Seibel did not disclose that he created a Panamanian  
6 shell company, opened another Swiss account for his benefit, and deposited the funds he claimed  
7 were “stolen” or “disappeared” into the account. *See id.*

8 11. At some time no later than 2013, Mr. Seibel became aware that he was the target of  
9 a federal criminal investigation into his tax improprieties. Between 2015 and March of 2016, Mr.  
10 Seibel was involved in discussions and negotiations with the United States Government relating to  
11 his crimes. On April 18, 2016, Mr. Seibel pleaded guilty to a one-count criminal information  
12 charging him with impeding the administration of the Internal Revenue Code relating to his  
13 criminal conduct.

14 12. On or about April 11, 2016, Mr. Seibel sent a letter to GRUS requesting GRUS’  
15 consent, pursuant to the terms of the LLC Agreement, to an assignment of Mr. Seibel’s  
16 membership interest in GRB to “The Seibel Family 2016 Trust” and to accept Mr. Seibel’s  
17 resignation as manager of GRB. Mr. Seibel did not explain in his letter the reason for the  
18 requested assignment and resignation. On or about April 14, 2016, GRUS responded and  
19 requested further information from Mr. Seibel about the proposed assignment. Mr. Seibel did not  
20 respond to GRUS’ request for further information or provide GRUS with the requested  
21 information.

22 13. On or about August 19, 2016, Judge William H. Pauley, III sentenced Mr. Seibel to  
23 one month of imprisonment, six months of home detention, and 300 hours of community service,  
24 and ordered restitution.

25 14. Mr. Ramsay first learned of Mr. Seibel’s felony conviction when it was reported in  
26 the press in or around late August 2016.

27 15. Mr. Seibel alleges that on August 30, 2016, he sent a letter to Planet Hollywood  
28 regarding his felony conviction and his intent to assign his interests in GRB to “The Seibel Family

2016 Trust.” In response, on September 2, 2016, Planet Hollywood informed Mr. Seibel that “The Seibel Family 2016 Trust” is not an acceptable assignee of his interests.

16. On September 2, 2016, Planet Hollywood’s counsel sent notice to GRB, Mr. Ramsay, and Mr. Seibel’s personal attorney stating that, in Planet Hollywood’s judgment, the conviction rendered Mr. Seibel an “Unsuitable Person” as that term is defined in the Development Agreement. Planet Hollywood demanded that GRB completely terminate any relationship with Mr. Seibel within ten days, and warned that if GRB failed to dissociate itself from Mr. Seibel, Planet Hollywood would terminate the Development Agreement.

17. On September 6, 2016, GRUS, as the 50% member of GRB, made a demand to Mr. Seibel that Mr. Seibel terminate his relationship with GRB. In response, on September 8, 2016, Mr. Seibel proposed to GRUS that he dissociate himself from GRB by transferring his membership interest to “The Seibel Family 2016 Trust.” Mr. Seibel made this request to GRUS notwithstanding the fact that Planet Hollywood had already informed him days earlier that “The Seibel Family 2016 Trust” is not an acceptable assignee.

18. On September 12, 2016, Planet Hollywood’s counsel confirmed to Mr. Seibel that Planet Hollywood had rejected Mr. Seibel’s proposed assignment to “The Seibel Family 2016 Trust” because it had determined, in its own judgment, that the proposed assignee and its associates would maintain an impermissible direct or indirect relationship with Mr. Seibel, thereby rendering the proposed assignee an “Unsuitable Person” under the Development Agreement.

19. In a letter dated September 12, 2016, GRUS renewed its demand to Mr. Seibel that Mr. Seibel completely disassociate from GRB to Caesars’ and Planet Hollywood’s satisfaction. Mr. Seibel did not dissociate from GRB. Mr. Seibel had the ability to voluntarily relinquish his interests in GRB and terminate his relationship with GRB, but Mr. Seibel refused. Mr. Ramsay did not prevent Mr. Seibel from dissociating from GRB.

20. On September 21, 2016, Planet Hollywood terminated the Development Agreement on grounds that GRB had failed to dissociate from Mr. Seibel, effectively ending the BURGR Restaurant enterprise. Neither Mr. Ramsay nor GRUS had any role in Planet Hollywood’s

1 suitability determination or Planet Hollywood's decision to terminate the Development  
2 Agreement.

3 21. On September 22, 2016, GRUS sent a letter notice to GRB that it was terminating  
4 the License Agreement between itself and GRB for use of the BURGR Gordon Ramsay mark. The  
5 termination of the License Agreement was effective as of Planet Hollywood's September 21, 2016  
6 termination of the Development Agreement.

7 22. In October 2016, GRUS commenced a proceeding for judicial dissolution of GRB  
8 in the Delaware Court of Chancery on grounds of the shareholder deadlock between Mr. Seibel  
9 and GRUS following Mr. Seibel's felony conviction. *See In re GR Burgr, LLC*, Delaware Court  
10 of Chancery C.A. No. 12825-VCS. On August 25, 2017, the Delaware Court of Chancery granted  
11 a dispositive motion by GRUS and dissolved GRB. *See In re: GR BURGR, LLC*, 2017 WL  
12 3669511, at \*7 ("While the working relationship between the parties [GRUS and Siebel] arguably  
13 had broken down prior to Seibel's felony conviction in 2016 ... whatever deadlock may have  
14 arisen prior to Seibel's conviction solidified to igneous rock thereafter.") In dissolving GRB, the  
15 Delaware Court noted that Mr. Seibel has no right to interfere with Mr. Ramsay's ability to engage  
16 "in some other burger venture that uses his name and likeness to capitalize on the celebrity and  
17 status Ramsay has spent his career building." *Id.* at, \*11. The Delaware Court held:

18 Seibel cannot reasonably expect that this court would indefinitely lock Ramsay in a  
19 failed joint venture and thereby preclude him from ever engaging in a business that  
20 bears resemblance to GRB—a restaurant business that exploits Ramsay's celebrity  
21 to sell one of the most popular and beloved food preparations in all of history. Any  
22 such result would be the antithesis of equitable.

22 *Id.* This Court agrees.

23 23. In February 2017, Planet Hollywood entered into a new contract to open a new  
24 restaurant at the Planet Hollywood Hotel & Casino called "Gordon Ramsay Burger" (the "New  
25 Restaurant"). Mr. Ramsay has licensed his personal name for use in connection with the New  
26 Restaurant. The New Restaurant does not use the "BURGR Gordon Ramsay" mark or the  
27 "BURGR" mark.  
28

24. Mr. Ramsay has not personally received payments from Planet Hollywood for the operations of the BURGR Restaurant or the New Restaurant, and Mr. Seibel has cited no evidence that Mr. Ramsay has otherwise received any direct (or even indirect) financial benefit from the operations of the New Restaurant.

25. Mr. Seibel initiated this matter by filing his Complaint on February 28, 2017, wherein he purported to assert various claims against Mr. Ramsay (as well as other claims) derivatively on behalf of GRB. Mr. Seibel filed his First Amended Verified Complaint on June 28, 2017, in which he again purported to assert derivative claims on behalf of GRB against Mr. Ramsay.

26. On March 8, 2021, the Delaware Court of Chancery issued an *Order Regarding Liquidating Receiver's Report and Recommendation* in the Delaware Proceedings, whereby it judicially assigned the derivative claims Mr. Seibel asserted on GRB's behalf in this proceeding against Mr. Ramsay to Mr. Seibel, personally, to pursue "directly on his own behalf as assignee of GRB (which entity shall be cancelled...) with all right, title, and interests in and to the [claims] held by GRB being hereby assigned and transferred to Seibel." *See* Seibel Appendix, Exhibit 525, Mar. 8, 2021 Order. The Delaware Order further provided "to the extent Seibel hereinafter pursues [the claims], he shall do so entirely at his own costs." *Id.* Thus, Mr. Seibel, as assignee, personally stepped into the shoes of GRB to pursue the damages claims arising out of or relating to the enforcement of the terms of the GRB Agreement. *See* Substitution of Attorneys for GR Burgr, LLC (filed March 17, 2021).

27. As of March 17, 2021, GRB was cancelled pursuant to a Certificate of Cancellation of Certificate of Formation filed by the Liquidating Trustee of GRB with the Secretary of State of Delaware. *See id.* GRB no longer exists.

### III. Legal Standard

Pursuant to Nevada Rule of Civil Procedure ("NRCP") 56(a), the court shall grant summary judgment on a claim if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to summary judgment as a matter of law. "A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for



1 the non-moving party.” *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 441-42  
2 (1993). When reviewing a motion for summary judgment, the evidence, and any reasonable  
3 inferences drawn from it, must be viewed in a light most favorable to the nonmoving party. *Wood*  
4 *v. Safeway*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). When a motion for summary  
5 judgment is made and supported as required by NRCP 56, the nonmoving party may not rest upon  
6 general allegations and conclusions, but must, by affidavit or otherwise, set forth specific facts  
7 demonstrating the existence of a genuine factual issue. *Pegasus v. Reno Newspapers, Inc.*, 118  
8 Nev. 706, 713-714, 57 P.3d 82, 87 (2002).

#### 9 IV. Mr. Seibel’s Claim For Breach of Contract

10 Mr. Ramsay moves for summary judgment on Mr. Seibel’s First Cause of Action for  
11 “Breaches of Contract” as set forth in the First Amended Complaint. Mr. Seibel brings his claim  
12 for breach of contract against Mr. Ramsay in his own name as GRB’s assignee. He has alleged  
13 that Mr. Ramsay breached the Development Agreement in a number of ways, including by,  
14 according to Mr. Seibel, continuing to do business with Planet Hollywood by participating in the  
15 operation of the New Restaurant; utilizing intellectual property of GRB in connection with the  
16 New Restaurant; “failing to enter into a separate written agreement with GRB or an affiliate”  
17 concerning the New Restaurant, “continuing to operate the Restaurant beyond the wind-up  
18 deadline in the Development Agreement”; and “[r]eceiving, directly or indirectly, monies intended  
19 for and owed to GRB under the Development Agreement.” *See* Am. Compl. at ¶71. Mr. Seibel  
20 argues more specifically that the alleged acts by Mr. Ramsay breached Section 14.21 of the  
21 Development Agreement, related to “Additional Restaurant Projects,” and Section 4.3.2 of the  
22 Development Agreement, related to “Certain Rights of [Planet Hollywood] Upon Expiration or  
23 Termination.” *See* Ramsay Appendix, Exhibit 6, §§4.3.3; 14.21.

24 Mr. Ramsay argues that summary judgment is appropriate because (a) he owed no  
25 contractual duties to GRB under the Development Agreement; (b) he did not accept or receive  
26 monies from Planet Hollywood that were owed to GRB; (c) the Development Agreement does not  
27 prohibit Mr. Ramsay from doing future business deals with Planet Hollywood following  
28 termination of the Development Agreement; (d) Mr. Ramsay is not using any “intellectual

property” of GRB, nor would his use of any such “intellectual property” be restricted by any express term of the Development Agreement; (e) Mr. Ramsay had no post-termination obligations with respect to a “wind-up” period; (f) Section 14.21 of the Development Agreement is an unenforceable agreement to agree; (g) Section 14.21 of the Development Agreement does not prohibit Mr. Ramsay from participating in the New Restaurant; and (h) enforcement of Section 14.21 of the Development Agreement was rendered impossible by GRB’s dissolution.

The Development Agreement contains a Nevada choice-of-law provision and none of the parties dispute that the validity, construction, performance and effect of the Development Agreement is governed by Nevada law. *See also* Ramsay Appendix at Ex. 6, Development Agreement, § 14.10.1. To survive summary judgment on his claim for breach of the Development Agreement under Nevada law, Mr. Seibel is required to show a genuine issue for trial as to each of the following elements: (1) the existence of a valid contract, (2) that GRB performed the contract or was excused from performance, (3) that Mr. Ramsay failed to perform the contract, and (4) that GRB suffered economic damages as a result of Mr. Ramsay’s alleged breach. *See State Dep’t of Transp. v. Eighth Jud. Dist. Ct.*, 133 Nev. 549, 554, 402 P.3d 677, 682 (2017).

“Breach of contract is the material failure to perform a duty arising under or imposed by agreement.” *Id.* (internal quotation marks omitted). “Contracts will be construed from the written language and enforced as written” and a court cannot “interpolate in a contract what the contract does not contain.” *Id.* (internal quotation marks omitted). “[W]hen a contract is clear, unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written; the court may not admit other evidence of the parties’ intent because the contract expresses their intent.” *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032 (2004). Contract construction is a question of law and therefore “suitable for determination by summary judgment.” *Ellison v. California State Auto. Ass’n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990).

As a threshold matter, the Court finds that while Mr. Ramsay is a party to the Development Agreement, his obligations thereunder are limited to those expressly set forth in the contract’s express language. The plain and unambiguous recitals to the Development Agreement state that Mr. Ramsay is a party to the Development Agreement “to the limited extent specifically provided

therein.” *See* Ramsay Appendix at Ex. 6, Development Agreement, Recitals. The Development Agreement imposes on Mr. Ramsay certain express obligations to provide consulting services, to permit the use of his personal name, and to make personal appearances in connection with the BURGR Restaurant. Mr. Ramsay’s limited obligations to Planet Hollywood are identified at Section 3.4.1, 7.1, and 7.2, as follows:

- 3.4.1 Menu Development. “Gordon Ramsay or members of his team shall develop the initial food and beverage menus of the Restaurant, the recipes for the same, and thereafter, Gordon Ramsay or members of his team shall revise the food and beverage menus of the Restaurant, and the recipes for same (the ‘Menu Development Services’).”
- 7.1 Initial Promotion. “During the period prior to the Opening Date, Gordon Ramsay shall, as reasonably required by PH ... engage in promotional activities for the Restaurant....” Ramsay agreed to visit the Restaurant before the Opening Date (“GR Promotional Visits”).
- 7.3 Subsequent Restaurant Visits. After the Opening Date, Ramsay agreed to visit the Restaurant for promotion purposes (“GR Restaurant Visits”).

*See id.* at §§ 3.4.1, 7.1, 7.2.

These are Mr. Ramsay’s only obligations under the Development Agreement. Absent from the plain language of the Development Agreement is any contractual obligation running from Mr. Ramsay, personally, to GRB, or any representation or warranty made by Mr. Ramsay to GRB.

The Court also finds that Section 14.21 of the Development Agreement—relied on by Mr. Seibel—is void and unenforceable as “an agreement to agree in the future.” “An agreement to agree at a future time is nothing and will not support an action for damages.” *City of Reno v. Silver State Flying Serv.*, 84 Nev. 170, 176, 438 P.2d 257, 261 (1968). “An agreement to agree on contract terms at a later date is not a binding contract in Nevada.” *Diamond Elec. Inc. v. Pace Pac. Corp.*, 346 Fed. App’x 186, 187 (9th Cir. 2009). The Court agrees with Mr. Ramsay that the plain language of Section 14.21 lacks any of the definite terms of a binding agreement, but instead leaves all material terms of any future, similar restaurant that Planet Hollywood may pursue open to further negotiation. The parties’ intent that the contract not bind them to a specific set of terms in the future is clear from the plain text stating that material terms of a future project, if any, must be “agreed to by the parties.” *See* Ramsay Appendix at Ex. 6, Development Agreement, §14.21. This void provision is separate and severable from the remainder of the Development Agreement

1 pursuant to Section 14.7 of the Development Agreement. *See id.* at §14.7 (“Severability”).  
2 Because Section 14.21 is unenforceable as a binding contractual provision, all of Mr. Seibel’s  
3 arguments predicated on that clause fail as a matter of law.

4 Moreover, even if Section 14.21 of the Development Agreement were enforceable, nothing  
5 in its plain language imposes any obligation whatsoever on Mr. Ramsay. If anything, the plain  
6 and unambiguous language of the provision compels GRB, (not Mr. Ramsay or Planet Hollywood  
7 or any other party) to take certain actions in the event Planet Hollywood “elects to pursue any  
8 venture similar to the” BURGR Restaurant. Mr. Ramsay, a party to the Development Agreement  
9 to the limited extent specifically provided therein, is not subject to a claim for breach of Section  
10 14.21 of the Development Agreement.

11 Mr. Seibel also argues that Mr. Ramsay breached Section 4.3.2(e) of the Development  
12 Agreement by allegedly using protected intellectual property of GRB in connection with the New  
13 Restaurant. The Court need not consider whether Mr. Seibel has submitted competent evidence of  
14 the existence of such intellectual property or its use (by Mr. Ramsay or others) in connection with  
15 the New Restaurant, as the Court agrees with Mr. Ramsay that Section 4.3.2(e) does not impose  
16 any obligations on Mr. Ramsay to take any action or to refrain from taking any action whatsoever.  
17 *See Kaldi v. Farmers Ins. Exch.*, 117 Nev. 273, 281, 21 P.3d 16, 21 (2001) (courts are “not free to  
18 modify or vary the terms of an unambiguous agreement.”). Similarly, the Court agrees with Mr.  
19 Ramsay that the plain language of the Development Agreement does not impose any specific  
20 obligations on Mr. Ramsay with respect to the “wind-up” of the BURGR Restaurant described at  
21 Section 4.3.2(a) of the Development Agreement.

22 Mr. Seibel cites no other provision of the Development Agreement that would supposedly  
23 prevent Mr. Ramsay from doing any type of business with Planet Hollywood following Planet  
24 Hollywood’s termination of the Development Agreement, including that Mr. Seibel offers no  
25 contractual provision that should prevent Mr. Ramsay from permitting the use of his name in  
26 connection with the operation of the New Restaurant. The Court finds that GRB has no rights to  
27 Gordon Ramsay’s personal name, which only he (and not GRB) controls. As Mr. Seibel’s counsel  
28 conceded at hearing, Mr. Seibel does not argue that there is any legal basis to prevent Mr. Ramsay

1 from engaging in a restaurant business exploiting his celebrity that bears a resemblance to GRB's  
2 operation. *See* Tr. of Proceedings, 1/20/22; *Gordon Ramsay's Motion for Summary Judgment* at  
3 32:4-16. Accordingly, Mr. Seibel's claims that Mr. Ramsay has breached the Development  
4 Agreement by participating in the operation of the New Restaurant, doing business with Planet  
5 Hollywood on a new venture without including GRB, "using" any alleged intellectual property of  
6 GRB after termination of the Development Agreement, or failing to "wind up" the BURGR  
7 Restaurant after termination of the Development Agreement fail. The Court finds that there is no  
8 genuine issue of material fact and that Mr. Ramsay is entitled to judgment as a matter of law on  
9 the breach of contract claim pursuant to NRCP 56.<sup>1</sup>

10 **V. Mr. Seibel's Claim For Breach of the Covenant of Good Faith and Fair Dealing**

11 Mr. Ramsay moved for summary judgment on Mr. Seibel's Second Cause of Action for  
12 "Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing" as set forth in the  
13 First Amended Complaint. Mr. Seibel brings his claim for contractual breach of the implied  
14 covenant of good faith and fair dealing in his own name as GRB's assignee. He has alleged that  
15 Mr. Ramsay breached the implied covenant of good faith and fair dealing in the Development  
16 Agreement in a number of ways, including by, according to Mr. Seibel, "[p]ursuing an arbitrary,  
17 capricious, and bad faith scheme with [Planet Hollywood] to oust Seibel and GRB from the  
18 [BURGR] Restaurant to increase the profits of himself or an affiliate"; "[e]nticing and  
19 encouraging [Planet Hollywood] to breach its contractual obligations to GRB"; "[r]efusing to  
20 allow assignments related to GRB to damage and harm GRB's contractual rights"; "[w]rongfully  
21 representing to [Planet Hollywood] that Seibel is an unsuitable person and that his affiliation with  
22 GRB cannot be cured"; and "[c]laiming Nevada gaming law and authorities would prohibit [Planet  
23 Hollywood] from paying any monies to GRB or from allowing Seibel to assign his interest in  
24 GRB to The Seibel Family 2016 Trust...."<sup>2</sup> *See* Am. Compl. at ¶77.

25  
26 <sup>1</sup> To the extent Mr. Seibel has alleged or argued any other supposed conduct by Mr. Ramsay that  
27 Mr. Seibel claims has breached the Development Agreement—including Mr. Seibel's  
28 allegations that Mr. Ramsay received "monies intended for and owed to GRB under the  
Development Agreement"—the Court has considered the record and the plain and unambiguous  
contract provisions at issue and finds that no reasonable jury could return a verdict in Mr.  
Seibel's favor on such claims, and therefore summary judgment is appropriate.

<sup>2</sup> To the extent Mr. Seibel has alleged other conduct in support of his claim for breach of the

1 Mr. Ramsay argues that summary judgment is appropriate because Mr. Seibel's claim is  
2 essentially a recast argument that Planet Hollywood improperly terminated the Development  
3 Agreement after deeming him an "Unsuitable Person." Mr. Ramsay notes the unambiguous  
4 language of the Development Agreement provides that Planet Hollywood had "sole and exclusive"  
5 discretion to determine "unsuitability" and to terminate the Development Agreement as it saw fit,  
6 and that Mr. Ramsay had no contractual or other role in Planet Hollywood's determination. Mr.  
7 Ramsay further argues that the Development Agreement imposes no obligation on Mr. Ramsay to  
8 assist Mr. Seibel with his attempt to transfer his interest in GRB to his family trust. This Court  
9 agrees.

10 The Court will apply Nevada law to this claim based on the choice of law provision in the  
11 Development Agreement. *See* Ramsay Appendix, Ex. 6, Development Agreement, § 14.10.1.  
12 Under Nevada law, a contractual breach of the implied covenant of good faith and fair dealing  
13 may occur where "one party performs a contract in a manner that is unfaithful to the purpose of  
14 the contract and the justified expectations of the other party are thus denied." *Hilton Hotels Corp.*  
15 *v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991). This claim lies only  
16 "[w]here the terms of a contract are literally complied with but one party to the contract  
17 deliberately contravenes the intention and spirit of the contract." *Id.* The "implication" of the  
18 covenant of good faith and fair dealing arises from a concern for advancing the "intention and  
19 spirit" of the contracting parties. *Id.*

20 The implied covenant may not be used to imply a term that is contradicted by an express  
21 term of the contract. *See, e.g., Kucharyk v. Regents of Univ.y of Cal.*, 946 F. Supp. 1419, 1432  
22 (N.D. Cal. 1996) (applying California law); *see also, e.g., Sessions, Inc. v. Morton*, 491 F.2d 854,  
23 857-858 (9th Cir. 1974) ("This covenant of good faith and fair dealing imposes a duty on each  
24

25 implied covenant of good faith and fair dealing in the Development Agreement that is  
26 duplicative of conduct he has alleged constitutes a breach of the Development Agreement, such  
27 conduct cannot serve as the basis for a claim for breach of the implied covenant, and summary  
28 judgment is appropriate as to such claims. *Cf. Am. Compl. at ¶71, ¶77; see also Ruggieri v.*  
*Hartford Ins. Co. of the Midwest*, Case No. 2:13-cv-00071-GMN-GWF, 2013 WL 2896967 at  
\*3 (D. Nev. June 12, 2013) ("[A]llegations that a defendant violated the actual terms of a  
contract are incongruent with [a claim for breach of the implied covenant of good faith and fair  
dealing] and insufficient to maintain a claim.").



1 party to do everything that the contract presupposes will be done in order to accomplish the  
2 purpose of the contract. However, this implied obligation must arise from the language used or it  
3 must be indispensable to effectuate the intention of the parties.”) (internal quotations omitted); *see*  
4 *also, Restatement (Second) of Contracts* § 205 (1981).

5 As noted above the intention and spirit of the contracting parties to the Development  
6 Agreement is demonstrated by the express language they chose to include in their contract. *See,*  
7 *e.g., Ringle*, 120 Nev. at 93, 86 P.3d at 1039. Here, the intention and spirit of the parties, as  
8 evidenced by the contractual language, afforded Planet Hollywood the “sole and exclusive  
9 judgment” to deem Mr. Seibel unsuitable under these circumstances, to reject his proposed  
10 “dissociation” from GRB by transfer of his membership interest to his family trust, and to  
11 terminate the Development Agreement upon GRB’s failure to timely comply with Planet  
12 Hollywood’s demands to terminate its relationship with Mr. Seibel. *See* Ramsay Appendix at Ex.  
13 6, Development Agreement at 25-26, § 11.1, 11.2. Similarly, the parties expressed their intention  
14 in the plain language of the Development Agreement that Mr. Ramsay’s obligations would be  
15 “limited” to those “specifically provided” in the Development Agreement. *See, e.g.,* Ramsay  
16 Appendix, Exhibit 6, Development Agreement at Recitals.

17 To hold that Mr. Ramsay should have an implied obligation to intervene in Planet  
18 Hollywood’s suitability determination as to Mr. Seibel, or to lobby on Mr. Seibel’s behalf for the  
19 benefit of GRB, as Mr. Seibel appears to suggest, would be to imply terms into the Development  
20 Agreement that contradict its express terms, which the Court cannot do. The Court finds that Mr.  
21 Ramsay had no obligation to take, or to refrain from taking, any particular action with respect to  
22 Planet Hollywood’s unsuitability determination or demand for dissociation to GRB.

23 Mr. Ramsay also had no express or implied contractual obligation to approve Mr. Seibel’s  
24 proposed transfer of his interest in GRB to Mr. Seibel’s family trust, or to somehow otherwise  
25 assist Mr. Seibel in selling his membership interest, as Mr. Seibel appears to argue. In fact, as Mr.  
26 Ramsay is not a member or manager of GRB, nor a party to the GRB LLC Agreement, he had no  
27 role or authority whatsoever in approving or disapproving a proposed transfer of interest by one of  
28

1 its members. Mr. Seibel made that request to GRUS, and more specifically GRUS' appointed  
2 manager of GRB, Stuart Gillies, who are not parties to this lawsuit.<sup>3</sup>

3 Moreover, the chain of events that led to Planet Hollywood's termination of the  
4 Development Agreement indisputably started with Mr. Seibel's own criminal conduct. His  
5 pleading guilty to a tax fraud felony, and subsequent refusal to dissociate himself from GRB to  
6 Planet Hollywood's satisfaction, severely altered GRB's "justified expectations" under its  
7 contract. Indeed, with one of its members acknowledging guilt of a serious criminal perpetration  
8 of fraud, GRB had no justified expectation that it could continue to do business with Planet  
9 Hollywood absent immediate and material corrective action by Mr. Seibel, which Mr. Seibel failed  
10 to undertake. The ultimate result here—the termination of the Development Agreement and  
11 closing of the BURGR Restaurant—is not attributable to Mr. Ramsay's alleged actions or  
12 nonactions. The Court finds that Planet Hollywood validly exercised its "absolute discretion" and  
13 determined in its "sole and exclusive judgment" that Mr. Seibel, and by extension GRB, is an  
14 "Unsuitable Person," a consequence that is entirely of Mr. Seibel's own doing.

15 Because Mr. Seibel cannot identify any implied obligation under the Development  
16 Agreement that Mr. Ramsay could have breached, and cannot show that any action of Mr. Ramsay  
17 caused GRB's "justified expectations" to be denied, his claim must fail. The Court finds that there  
18 is no genuine issue of material fact and that Mr. Ramsay is entitled to judgment as a matter of law  
19 on the claim for breach of the covenant of good faith and fair dealing pursuant to NRCP 56.

## 20 VI. Mr. Seibel's Claim for Unjust Enrichment

21 Mr. Ramsay moves for summary judgment on Mr. Seibel's Third Cause of Action for  
22 "Unjust Enrichment" as set forth in the First Amended Complaint. Mr. Seibel brings his claim for  
23

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24 <sup>3</sup> The Court rejects Mr. Seibel's argument that GRUS (and by implication Mr. Ramsay) had any  
25 obligation to approve Mr. Seibel's proposed membership assignment. Paragraph 10.1(a) of  
26 GRB's LLC Agreement governs "Inter-Vivos Transfer" of GRB's membership interests. *See*  
27 Ramsay Appendix, Ex. 2 at ¶ 10.1(a). There is nothing in Paragraph 10.1(a) of GRB's LLC  
28 Agreement that required GRUS or GRUS's appointed manager to consider, much less approve,  
Mr. Seibel's request to transfer his membership interests in GRB to his family trust. Following  
Mr. Seibel's felony conviction neither Mr. Ramsay nor GRUS had any obligation, contractual or  
otherwise, to consider or approve Mr. Seibel's proposed assignment. In any event, Mr. Seibel's  
requested assignment would not have cured GRB's unsuitability because Planet Hollywood had  
already determined that The Seibel Family Trust 2016 was not a suitable assignee.



1 unjust enrichment in his own name as GRB’s assignee. He has alleged that Mr. Ramsay has been  
2 unjustly enriched because, according to Mr. Seibel, Mr. Ramsay “directly or indirectly, has  
3 wrongfully accepted and retained monies intended for and owed to GRB under the Development  
4 Agreement.” *See* Am. Compl. at ¶84. More specifically, Mr. Seibel argues that Mr. Ramsay has  
5 been unjustly enriched because Mr. Ramsay is “operating the same restaurant in the same space,”  
6 and that GRB is entitled to “fair value” from the operation of the New Restaurant, regardless  
7 whether Section 14.21 or any other provision of the Development Agreement is enforceable.

8 Mr. Ramsay argues that summary judgment is appropriate because the parties’ relationship  
9 is comprehensively governed by contract—the Development Agreement—and because Mr. Seibel  
10 cannot show that GRB conferred any benefit upon Mr. Ramsay or that Mr. Ramsay derived any  
11 benefit from the operation of the New Restaurant that has been “unjust.”

12 “The phrase ‘unjust enrichment’ is used in law to characterize the result or effect of a  
13 failure to make restitution or, or for, property or benefits received under such circumstances as to  
14 give rise to a legal or equitable obligation to account therefor.” 66 Am. Jur. 2d, *Restitution*, § 3  
15 (1973). Under Nevada law, “[u]njust enrichment exists when the plaintiff confers a benefit on the  
16 defendant, the defendant appreciates such benefit, and there is acceptance and retention by the  
17 defendant of such benefit under circumstances such that it would be inequitable for him to retain  
18 the benefit without payment of the value thereof.” *Certified Fire Prot., Inc. v. Precision Constr.,*  
19 *Inc.*, 128 Nev. 371, 381, 283 P.3d 250, 257 (2012). “For an enrichment to be inequitable to retain,  
20 the person conferring the benefit must have a reasonable expectation of payment and the  
21 circumstances are such that equity and good conscience require payment for the conferred  
22 benefit.” *Korte Constr. Co. v. State on Relation of Bd. of Regents of Nev. Sys. of Higher Educ.*,  
23 492 P.3d 540, 544, 137 Nev. Adv. Op. 37 (2021) (citing *Certified Fire Prot.*, 128 Nev. at 381, 283  
24 P.3d at 257)).

25 “An action based on a theory of unjust enrichment is not available when there is an  
26 express, written contract, because no agreement can be implied when there is an express  
27 agreement.” *Leasepartners Corp. v. Robert L. Brooks Trust Dated Nov. 12, 1975*, 113 Nev. 747,  
28 755-756, 942 P.2d 182, 187 (1997).

Here, the Court agrees with Mr. Ramsay that his relationship with GRB—including his obligations to GRB (or lack thereof) with respect to Mr. Ramsay’s future business ventures—were comprehensively governed by the parties’ contract, the Development Agreement. As described elsewhere in this Order, and as conceded by Mr. Seibel’s counsel at hearing, the plain language of the Development Agreement did not prohibit Mr. Ramsay from personally participating in the operation of the New Restaurant, or from participating in any future restaurant venture with Planet Hollywood involving Mr. Ramsay’s personal name. The Development Agreement does explicitly address issues relating to “intellectual property” and to GRB’s marks and materials, including at Sections 6. (“Intellectual Property License”); 6.2.1 (“Ownership...by GRB or Gordon Ramsay”); 6.2.2 (“Ownership...by [Planet Hollywood]”); and 6.5 (“Gordon Ramsay’s Rights in the Marks”). Section 4.3 of the Development Agreement governs the parties’ respective rights to the “Intellectual Property” upon termination of the Development Agreement, and Section 8 comprehensively governs “License and Service Fees.” *See, e.g.*, Ramsay Appendix, Exhibit 6, Development Agreement. Mr. Seibel does not argue that the plain language of any of these provisions bars Mr. Ramsay, personally, from participating in the operation of the New Restaurant, or any other venture.<sup>4</sup>

Instead, Mr. Seibel cites Section 14.21 of the Development Agreement and appears to argue that his unjust enrichment claim should serve as a failsafe claim in the event that this Court should find Section 14.21 is an unenforceable agreement to agree, but as the Court has held herein, even if it were enforceable, Section 14.21 would not bar Mr. Ramsay from participating in a new hamburger restaurant venture with Planet Hollywood (nor would any other term of the Development Agreement). To the contrary, the language of Section 14.21’s “agreement to agree” evidences no intent of the parties to impose binding obligations on Planet Hollywood with respect

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<sup>4</sup> GRB’s understanding of this absence of restrictions on Mr. Ramsay’s future business dealings is further demonstrated by its agreement, in the GRUS License Agreement (to which Mr. Ramsay is not a party), that notwithstanding the sublicense of the BURGR Gordon Ramsay mark to Planet Hollywood (through GRB), GRUS and Mr. Ramsay “are in no way limited or restricted in using and exploiting any other trademark or trade name that includes the name ‘Gordon Ramsay’ nor from using the name Gordon Ramsay without limitation.” *See* Ramsay Appendix, Exhibit 5, GRUS License Agreement, at §1.1.

1 to future restaurant ventures, and to impose no obligations whatsoever on Mr. Ramsay personally  
2 with respect to the same.

3 Because the relationship and obligations between GRB and Mr. Ramsay with respect to the  
4 operation of future hamburger restaurants at Planet Hollywood, and the use of Mr. Ramsay's name  
5 or derivations thereof, were comprehensively governed by the Development Agreement, Mr.  
6 Seibel's claim for unjust enrichment fails as a matter of law. Moreover, in light of the plain  
7 language of the parties' business contracts, Mr. Seibel has failed to identify evidence supporting  
8 that GRB has (or has ever had) any equitable entitlement to profits, or other monies or benefits,  
9 that may be derived by Mr. Ramsay from the use of his name, which only he owns, in connection  
10 with the operation of the New Restaurant, such that it would be an injustice for Mr. Ramsay to  
11 retain that benefit.

12 The Court finds that there is no genuine issue of material fact and that Mr. Ramsay is  
13 entitled to judgment as a matter of law on the unjust enrichment claim pursuant to NRCP 56.

#### 14 **VII. Mr. Seibel's Claim For Civil Conspiracy**

15 Mr. Ramsay moves for summary judgment on Mr. Seibel's Fourth Cause of Action for  
16 "Civil Conspiracy" as set forth in the First Amended Complaint. Mr. Seibel brings his claim for  
17 civil conspiracy in his own name as GRB's assignee. He has alleged that Mr. Ramsay formed an  
18 explicit or tacit agreement with Planet Hollywood to "breach the Development Agreement and  
19 oust Seibel from the Restaurant," and that in furtherance of the conspiracy Mr. Ramsay "directly  
20 or indirectly, refused to allow Seibel to transfer his interest in GRB to The Seibel Family Trust  
21 2016, resign as a manager of GRB, and appoint Craig Green as a manager of GRB" and that "in a  
22 letter sent on or around September 15, 2016, Ramsay and GRUS falsely told [Planet Hollywood]  
23 that Seibel is an unsuitable person and his affiliation with GRB and the Restaurant could not be  
24 cured." *See* Am. Compl. at ¶¶87-89.

25 Mr. Ramsay argues that summary judgment is appropriate because, as a matter of law, two  
26 parties to a contract cannot be liable for a conspiracy to breach it, and because there is no evidence  
27 of an unlawful or wrongful "overt act" by Mr. Ramsay in furtherance of any alleged conspiracy.  
28

1 A civil conspiracy “consists of a combination of two or more persons, who, by some  
2 concerted action, intend to accomplish an unlawful objective for the purpose of harming another,  
3 and damages results from the act or acts.” *Consol. Generator-Nev., Inc. v. Cummins Engine Co.*,  
4 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (internal quotations omitted).

5 Under Nevada law, conspiracy to breach the terms of a contract may only “lie where a  
6 contracting party and third parties conspire to frustrate the purpose of the contract.” *Tousa*  
7 *Homes, Inc. v. Phillips*, 363 F.Supp.2d 1274, 1282-83 (D. Nev. 2005) (citing *Hilton Hotels Corp.*  
8 *v. Butch Lewis Prods.*, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993)). “[A] party cannot, as a  
9 matter of law, tortiously interfere with its own contract.” *Blanck v. Hager*, 360 F.Supp.2d 1137,  
10 1154 (D. Nev. 2005); *aff’d*, 220 Fed. Appx. 697 (9th Cir. 2007) (citing *Bartsas Realty, Inc. v.*  
11 *Nash*, 81 Nev. 325, 327, 402 P.2d 650, 651 (1965)). In line with these principles, courts have  
12 articulated that, in general, “[t]here can be no conspiracy by two or more parties to a contract to  
13 breach the contract.” *Logixx Automation v. Lawrence Michels Fam.*, 56 P.3d 1224, 1231 (Colo.  
14 App. 2002) (holding that “because the only duty a contracting party owes is to perform the  
15 contract according to its terms, a contracting party has no independent duty not to conspire to  
16 breach its own contract.”)

17 Here, Mr. Seibel’s claim is, at its base, an allegation that Mr. Ramsay tortiously interfered  
18 with his own contract, the Development Agreement, by allegedly encouraging Planet Hollywood  
19 to deem Mr. Seibel “unsuitable” and by allegedly encouraging Planet Hollywood to exercise its  
20 bargained-for termination rights. *Cf.* Am. Compl. at ¶89. Such a claim is not actionable, as it is  
21 the law of this State that a party cannot interfere with (or “conspire to breach”) its own contract,  
22 and Mr. Ramsay is indisputably a party to the Development Agreement. *See, e.g., Blanck*, 360  
23 F.Supp.2d at 1154. Mr. Seibel’s claim fails as a matter of law.

24 Even if such a claim were actionable, the Court agrees with Mr. Ramsay that the record  
25 lacks any evidence of an overt, “wrongful” act by Mr. Ramsay in furtherance of the alleged  
26 “conspiracy.” The Court has found that no action of Mr. Ramsay breached the Development  
27 Agreement. Mr. Ramsay had no obligation, express or implied, to communicate with (or refrain  
28 from communicating with) Planet Hollywood with respect to its exercise of its sole and absolute

1 discretion to deem Mr. Seibel “unsuitable.” Moreover, Mr. Ramsay had no contractual role or  
2 obligation with respect to Mr. Seibel’s request (just prior to his felony guilty plea and, again, after  
3 his conviction was discovered) to transfer his membership interest in GRB to “The Seibel Family  
4 2016 Trust.” Indeed, the approval of any assignment by a GRB member was not governed by the  
5 Development Agreement, but by the express terms of GRB’s LLC Agreement, to which Mr.  
6 Ramsay was not a party. It is undisputed that Mr. Seibel made his request to GRUS, not to Mr.  
7 Ramsay, pursuant to the terms of GRB’s LLC Agreement. Again, in reviewing the plain language  
8 of the agreements between the parties, the alleged actions (or non-actions) of Mr. Ramsay were  
9 neither wrongful nor in furtherance of any wrongful act. No claim for civil conspiracy may lie  
10 under such circumstances.

11 The Court finds that there is no genuine issue of material fact and that Mr. Ramsay is  
12 entitled to judgment as a matter of law on the civil conspiracy claim pursuant to NRCP 56.

13 **VIII. Mr. Seibel’s “Additional Requests” for Equitable Relief**

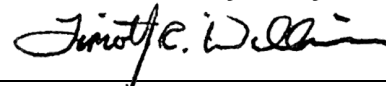
14 Mr. Ramsay moves for summary judgment as to Mr. Seibel’s “Additional Requests for  
15 Relief” as set forth at paragraphs 93-123 of his Amended Complaint, on grounds that the results of  
16 the Delaware Proceedings have rendered such requests for equitable relief “moot.” Mr. Seibel  
17 agrees that his requests for equitable relief are moot and does not oppose summary judgment  
18 thereon. Accordingly, the Court will grant the request for summary judgment on those requests.

19 Wherefore, based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND**  
20 **DECREEED** that Gordon Ramsay’s Request for Judicial Notice is **GRANTED** in full, and Gordon  
21 Ramsay’s Motion for Summary Judgment is **GRANTED** in full. Pursuant to Nevada Rule of  
22 Civil Procedure 56, the Court hereby awards judgment as a matter of law in favor of Mr. Ramsay,  
23 and against Mr. Seibel, on all of Mr. Seibel’s claims against Mr. Ramsay asserted in Mr. Seibel’s  
24 First Amended Complaint.

25 **IT IS SO ORDERED.**

26 Dated: \_\_\_\_\_

Dated this 25th day of May, 2022



MH

1EA 5A2 2C7F D50A  
Timothy C. Williams  
District Court Judge

Respectfully submitted by:

DATED May 25, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert  
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*Attorneys for Gordon Ramsay*

Approved as to form and content by:

DATED May 25, 2022.

PISANELLI BICE PLLC

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Approved as to form and content by:

DATED May 25, 2022.

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

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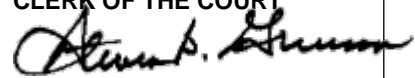
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14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 vs.

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

24 Defendant,

25 GR BURGR LLC, a Delaware limited liability  
26 company,

27 Nominal Defendant.

28 **AND ALL RELATED MATTERS.**

CASE NO: A-17-751759-B

DEPT NO: XVI

Consolidated with:

Case No: A-17-760537-B

**NOTICE OF ENTRY OF FINDINGS  
OF FACT, CONCLUSIONS OF LAW,  
AND ORDER GRANTING GORDON  
RAMSAY'S MOTION FOR  
SUMMARY JUDGMENT**

TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

Pursuant to Nevada Rule of Civil Procedure 58, please take notice that the Findings of  
Fact, Conclusions of Law, and Order Granting Gordon Ramsay's Motion for Summary Judgment

1 was entered on May 25, 2022, a copy of which is attached hereto as **Exhibit 1**.

2 DATED this 2<sup>nd</sup> day of June, 2022.

3 **FENNEMORE CRAIG, P.C.**

4 /s/ Geenamarie Carucci

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FENNEMORE CRAIG, P.C., and that on this date, 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 ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT to the following:

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

DATED: June 2, 2022.

/s/ Linda S. Bailey  
An employee of FENNEMORE CRAIG, P.C.

TABLE OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Findings of Fact, Conclusions of Law, and Order Granting Gordon Ramsay's Motion for Summary Judgment	27

*Heather S. Linn*

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendant,

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Defendant.

AND ALL RELATED MATTERS.

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

Consolidated with:  
Case No: A-17-760537-B

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER GRANTING GORDON  
RAMSAY'S MOTION FOR  
SUMMARY JUDGMENT**

Date of Hearing: January 20, 2022

Time of Hearing: 1:30 p.m.

On June 28, 2017, Rowen Seibel ("Mr. Seibel" or "Plaintiff"), filed his First Amended  
Verified Complaint ("First Amended Complaint") alleging causes of action derivatively on behalf  
of GR BURGR, LLC ("GRB") against Gordon Ramsay ("Mr. Ramsay"), for (1) breach of

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1 contract; (2) contractual breach of the covenant of good faith and fair dealing; (3) unjust  
2 enrichment; and (4) civil conspiracy. Mr. Seibel also sought, as “Additional Requests for Relief,”  
3 specific performance and declaratory and injunctive relief. On February 25, 2021, Mr. Ramsay  
4 filed his Motion for Summary Judgment (“Ramsay Motion”) seeking judgment as a matter of law  
5 as to all of Mr. Seibel’s claims against him. On January 20, 2022, at 1:30 p.m., a hearing was held  
6 in Department XVI of the above-captioned court before the Honorable Timothy C. Williams with  
7 Joshua P. Gilmore and Paul C. Williams of the law firm of Bailey Kennedy present on behalf of  
8 Mr. Seibel; MOTI Partners, LLC; MOTI Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ  
9 Enterprises 16, LLC; TPOV Enterprises, LLC’ TPOV Enterprises 16, LLC; FERG, LLC; FERG  
10 16, LLC; Craig Green; R Squared Global Solutions, LLC, derivatively on behalf of DNT  
11 Acquisition, LLC; and GR Burgr, LLC; John D. Tennert III and Wade Beavers of the law firm of  
12 Fennemore Craig, P.C., present on behalf of Mr. Ramsay; James J. Pisanelli and M. Magali  
13 Mercera of the law firm of Pisanelli Bice PLLC present on behalf of PHWLTV, LLC (“Planet  
14 Hollywood”), Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company, LLC  
15 (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC,” and  
16 collectively, with Caesars Palace, Paris, and Planet Hollywood, “Caesars”); and Alan M.  
17 Lebensfeld of the law firm of Lebensfeld, Sharon & Schwartz, P.C. present on behalf of the Old  
18 Homestead Restaurant, Inc.

19 The Court, having reviewed the pleadings in this matter, as well as the Ramsay Motion,  
20 Mr. Ramsay’s Appendix to Defendant Gordon Ramsay’s Motion for Summary Judgment  
21 (“Ramsay Appendix”); Mr. Ramsay’s Request for Judicial Notice; Mr. Seibel’s Opposition to  
22 Gordon Ramsay’s Motion for Summary Judgment (“Seibel Opposition”); Mr. Seibel’s “Appendix  
23 of Exhibits to (1) the Development Entities and Rowen Seibel’s Opposition to Caesar’s Motion for  
24 Summary Judgment No. 1; (2) Opposition to Caesars’s Motion for Summary Judgment No. 2; and  
25 (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment” (“Seibel Appendix”); Mr.  
26 Seibel’s Objections to Evidence Offered by Gordon Ramsay in Support of His Motion for  
27 Summary Judgment (“Objections to Evidence”); Mr. Ramsay’s Reply in Support of His Motion  
28 for Summary Judgment (“Reply”); and Mr. Ramsay’s Response to Rowen Seibel and GR

BURGR, LLC's Objections to Evidence Offered by Gordon Ramsay in Support of His Motion for Summary Judgment; and being familiar with the other papers on file in this matter, having heard the arguments of counsel at hearing, and being otherwise duly advised, **FINDS** and **ORDERS** as follows:

**I. Mr. Ramsay's Request for Judicial Notice**

In Mr. Ramsay's February 26, 2021, Request for Judicial Notice, he asks that the Court take judicial notice pursuant to NRS 47.130 of the factual matters set forth in certain documents included in the Ramsay Appendix filed in support of his Motion for Summary Judgment. Specifically, Mr. Ramsay asks that the Court take judicial notice of the matters of fact set forth in Ramsay Appendix Exhibit 10, (Information filed April 18, 2016 [ECF No. 1]); Ramsay Appendix Exhibit 16 (Notice of Intent to File Information filed February 29, 2016 [ECF No. 1]); Ramsay Appendix Exhibit 17 (Plea Hearing Transcript filed April 25, 2016 [ECF No. 7]); Ramsay Appendix Exhibit 18 (Ltr. From R. Fink to Hon. J. Pauley filed August 5, 2016 [ECF No. 14]); Ramsay Appendix Exhibit 19 (Ltr. From R. Fink to Hon. J. Pauley filed August 16, 2016 [ECF No. 16]); and Ramsay Appendix Exhibit 20 (Sentencing Hearing Transcript filed September 13, 2016 [ECF No. 18]). Mr. Ramsay argues that each of the documents identified is a publicly-available filing or order entered in the criminal proceedings in the United States District Court in the Southern District of New York, captioned *United States v. Seibel*, case number 16-cr-00279-WHP, available to the public through the U.S. government's PACER website for court filings, and that their contents are capable of accurate and ready determination pursuant to NRS 47.130(2).

Mr. Ramsay further requests that the Court take judicial notice of the matters of fact set forth in the documents attached to the Declaration of Timothy Dudderar, Esq., submitted as Ramsay Appendix Exhibit 26, consisting of (1) Memorandum of Opinion dated August 25, 2017; (2) Order Dissolving GR BURGR, LLC and Appointing Liquidating Trustee dated October 25, 2017; (3) Appointment Order dated December 11, 2017; (4) Report and Proposed Liquidation Plan for GR BURGR, LLC (Public Version) dated March 30, 2020; and (5) Letter Opinion of Vice Chancellor Joseph R. Slights dated October 13, 2020. Mr. Ramsay argues that each of these documents is a publicly-available filing or order entered in the corporate dissolution proceedings



1 in the Delaware Court of Chancery, captioned *In re GR Burgr, LLC*, C.A. No. 12825-VCS. Mr.  
2 Ramsay argues that the documents are presently available to the public through the online website  
3 of the Delaware Court of Chancery, that their contents are capable of accurate and ready  
4 determination pursuant to NRS 47.130(2), and that the dissolution proceedings are closely related  
5 to the contractual relationships among GRB, Mr. Seibel, and Planet Hollywood in this case.

6 The Court has not received a written opposition from Mr. Seibel to Mr. Ramsay's Request  
7 for Judicial Notice. Pursuant to this Court's local rules, "[f]ailure of the opposing party to serve  
8 and file written opposition may be construed as an admission that the motion ...is meritorious and  
9 a consent to granting the same." EDCR 2.20(e). Further, the Court agrees with Mr. Ramsay's  
10 arguments set forth in Mr. Ramsay's Request for Judicial Notice.

11 The Court finds that the contents of the documents identified in Mr. Ramsay's Request for  
12 Judicial Notice are the proper subject of judicial notice pursuant to NRS 47.130 to NRS 47.170,  
13 and does take judicial notice of the contents of those documents for the purposes of ruling on Mr.  
14 Ramsay's Motion for Summary Judgment.

## 15 II. Findings of Fact

16 1. Planet Hollywood operates a casino and resort in Las Vegas, the Planet Hollywood  
17 Resort & Casino. Planet Hollywood and its affiliates (collectively "Caesars") are gaming entities  
18 regulated by the State of Nevada.

19 2. Mr. Ramsay is a chef, businessperson, and media personality, who from time to  
20 time lends his personal name and brand to restaurant ventures.

21 3. Mr. Seibel is the Plaintiff in this action and at all relevant times was a member and  
22 manager of GRB.

23 4. In or around 2012, Mr. Seibel, Mr. Ramsay, and Planet Hollywood became  
24 involved, in various capacities, in the development of a new restaurant venture to open inside the  
25 Planet Hollywood Resort & Casino. The restaurant was to focus on serving hamburgers. The  
26 restaurant was to be named BURGR Gordon Ramsay ("BURGR Restaurant"). The trademark  
27 BURGR Gordon Ramsay was owned at all relevant times by GR US Licensing LP ("GRUS").  
28

1           5.       In connection with the formation of the restaurant, GRB was formed as a Delaware  
2 limited liability company in October 2012 by Mr. Seibel and GRUS. The management of GRB  
3 was governed by the Limited Liability Company Agreement of GR BURGR, LLC (“LLC  
4 Agreement”). GRUS and Seibel each own a 50% membership interest in GRB. Mr. Ramsay is  
5 not, personally, a member or manager of GRB.

6           6.       Contemporaneous with the formation of GRB, GRB and GRUS entered into a  
7 License Agreement (“GRUS License Agreement”) whereby GRUS conferred limited rights on  
8 GRB to use or sublicense the trademark BURGR Gordon Ramsay. The GRUS License  
9 Agreement clarified that GRUS and Mr. Ramsay “are in no way limited or restricted in using and  
10 exploiting any other trademark or trade name that includes the name ‘Gordon Ramsay’ nor from  
11 using the name Gordon Ramsay without limitation.” *See* Ramsay Appendix, Exhibit 5, GRUS  
12 License Agreement, at §1.1.

13           7.       GRB, Planet Hollywood, and Mr. Ramsay thereafter entered into a Development,  
14 Operation and License Agreement dated December 2012 (“Development Agreement”). Under the  
15 Development Agreement, GRB agreed to sublicense the BURGR Gordon Ramsay mark to Planet  
16 Hollywood for use in connection with the BURGR Restaurant, and Planet Hollywood agreed to  
17 pay to GRB a License Fee based on a percentage of gross sales from the BURGR Restaurant.

18           8.       Section 11.2 of the Development Agreement provided, among other things, that:

19           Privileged License.....[I]f [Planet Hollywood] shall determine, in [Planet  
20 Hollywood’s] sole and exclusive judgment, that any GR Associate is an  
21 Unsuitable Person, then immediately following notice by [Planet Hollywood] to  
22 Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any  
23 relationship with the Person who is the source of such issue, (b) Gordon Ramsay  
24 and/or GRB shall cease the activity or relationship creating the issue to [Planet  
25 Hollywood]’s satisfaction, in [Planet Hollywood]’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 [Planet Hollywood] in its sole discretion, [Planet  
Hollywood] shall, without prejudice to any other rights or remedies of [Planet  
Hollywood] including at law or in equity, have the right to terminate this  
Agreement and its relationship with Gordon Ramsay and GRB.

26           *See* Ramsay Appendix, Exhibit 6, Development Agreement, at §11.2.

27           9.       The Development Agreement defined “Unsuitable Person” at Section 1 thereof to  
28 include any person “who is or might be engaged or about to be engaged in any activity which

could adversely impact the business or reputation of [Planet Hollywood] or its Affiliates.” *Id.* at §1 (“Unsuitable Person” defined). Mr. Seibel, as a member and manager of GRB, was a “GR Associate” as that term was defined in Section 2.2 of the Development Agreement.

10. Section 14.21 of the Development Agreement provided as follows:

Additional Restaurant Projects....If [Planet Hollywood] 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 adjustment.

*See* Ramsay Appendix, Exhibit 6, Development Agreement, at §14.21. The Development Agreement defined the “Restaurant” as “a restaurant featuring primarily burger centric food and beverages known as ‘BURGR Gordon Ramsay’” located on the premises at the Planet Hollywood Hotel & Casino. *See id.* at Recital C (defining the “Restaurant”).

Unbeknownst to GRUS and Mr. Ramsay at the time of the Development Agreement, Mr. Seibel had participated in an illegal scheme between 2004 and 2009 to conceal taxable income from the IRS. According to Seibel’s Criminal Information, from 2004 to 2008, Seibel (and his mother) deposited considerable sums into a numbered account that he maintained at Union Bank of Switzerland (“UBS”) that, for an additional fee, concealed his identity from U.S. tax authorities. *See* Ramsay Appendix, Exhibit 10, Information ¶¶ 4-7. Upon learning of a government investigation into UBS’s efforts to help wealthy Americans evade taxes, Seibel took the following actions to avoid detection: [1] he created a Panamanian shell company for himself, [2] he traveled to Switzerland to close the UBS account, [3] he opened an account in the name of the Panamanian shell company at another Swiss Bank, and [4] he deposited a \$900,000 check from UBS into the new account. *See id.* ¶¶ 8-9. During this time Seibel filed tax returns that failed to report his overseas income and falsely claimed that he did not have an interest or signatory authority over a financial account in a foreign country. *See id.* ¶¶ 10-11.

In 2009, Seibel applied for amnesty under the IRS’s Voluntary Disclosure Program. *See id.* ¶ 12. In furtherance of his scheme to defraud the United States Government, Seibel falsely stated

1 that he had been unaware, during the years 2004 and 2005, that his mother had made deposits into  
2 the account. *See id.* ¶ 13. Seibel also represented that he had been unaware, until he made  
3 inquiries of UBS in 2009, of the status of his account at UBS and had in fact over time reached  
4 “the conclusion that deposits (into his UBS account) had been stolen or otherwise disappeared.”  
5 *See id.* These statements were false. *See id.* Seibel did not disclose that he created a Panamanian  
6 shell company, opened another Swiss account for his benefit, and deposited the funds he claimed  
7 were “stolen” or “disappeared” into the account. *See id.*

8 11. At some time no later than 2013, Mr. Seibel became aware that he was the target of  
9 a federal criminal investigation into his tax improprieties. Between 2015 and March of 2016, Mr.  
10 Seibel was involved in discussions and negotiations with the United States Government relating to  
11 his crimes. On April 18, 2016, Mr. Seibel pleaded guilty to a one-count criminal information  
12 charging him with impeding the administration of the Internal Revenue Code relating to his  
13 criminal conduct.

14 12. On or about April 11, 2016, Mr. Seibel sent a letter to GRUS requesting GRUS’  
15 consent, pursuant to the terms of the LLC Agreement, to an assignment of Mr. Seibel’s  
16 membership interest in GRB to “The Seibel Family 2016 Trust” and to accept Mr. Seibel’s  
17 resignation as manager of GRB. Mr. Seibel did not explain in his letter the reason for the  
18 requested assignment and resignation. On or about April 14, 2016, GRUS responded and  
19 requested further information from Mr. Seibel about the proposed assignment. Mr. Seibel did not  
20 respond to GRUS’ request for further information or provide GRUS with the requested  
21 information.

22 13. On or about August 19, 2016, Judge William H. Pauley, III sentenced Mr. Seibel to  
23 one month of imprisonment, six months of home detention, and 300 hours of community service,  
24 and ordered restitution.

25 14. Mr. Ramsay first learned of Mr. Seibel’s felony conviction when it was reported in  
26 the press in or around late August 2016.

27 15. Mr. Seibel alleges that on August 30, 2016, he sent a letter to Planet Hollywood  
28 regarding his felony conviction and his intent to assign his interests in GRB to “The Seibel Family

2016 Trust.” In response, on September 2, 2016, Planet Hollywood informed Mr. Seibel that “The Seibel Family 2016 Trust” is not an acceptable assignee of his interests.

16. On September 2, 2016, Planet Hollywood’s counsel sent notice to GRB, Mr. Ramsay, and Mr. Seibel’s personal attorney stating that, in Planet Hollywood’s judgment, the conviction rendered Mr. Seibel an “Unsuitable Person” as that term is defined in the Development Agreement. Planet Hollywood demanded that GRB completely terminate any relationship with Mr. Seibel within ten days, and warned that if GRB failed to dissociate itself from Mr. Seibel, Planet Hollywood would terminate the Development Agreement.

17. On September 6, 2016, GRUS, as the 50% member of GRB, made a demand to Mr. Seibel that Mr. Seibel terminate his relationship with GRB. In response, on September 8, 2016, Mr. Seibel proposed to GRUS that he dissociate himself from GRB by transferring his membership interest to “The Seibel Family 2016 Trust.” Mr. Seibel made this request to GRUS notwithstanding the fact that Planet Hollywood had already informed him days earlier that “The Seibel Family 2016 Trust” is not an acceptable assignee.

18. On September 12, 2016, Planet Hollywood’s counsel confirmed to Mr. Seibel that Planet Hollywood had rejected Mr. Seibel’s proposed assignment to “The Seibel Family 2016 Trust” because it had determined, in its own judgment, that the proposed assignee and its associates would maintain an impermissible direct or indirect relationship with Mr. Seibel, thereby rendering the proposed assignee an “Unsuitable Person” under the Development Agreement.

19. In a letter dated September 12, 2016, GRUS renewed its demand to Mr. Seibel that Mr. Seibel completely disassociate from GRB to Caesars’ and Planet Hollywood’s satisfaction. Mr. Seibel did not dissociate from GRB. Mr. Seibel had the ability to voluntarily relinquish his interests in GRB and terminate his relationship with GRB, but Mr. Seibel refused. Mr. Ramsay did not prevent Mr. Seibel from dissociating from GRB.

20. On September 21, 2016, Planet Hollywood terminated the Development Agreement on grounds that GRB had failed to dissociate from Mr. Seibel, effectively ending the BURGR Restaurant enterprise. Neither Mr. Ramsay nor GRUS had any role in Planet Hollywood’s

1 suitability determination or Planet Hollywood's decision to terminate the Development  
2 Agreement.

3 21. On September 22, 2016, GRUS sent a letter notice to GRB that it was terminating  
4 the License Agreement between itself and GRB for use of the BURGR Gordon Ramsay mark. The  
5 termination of the License Agreement was effective as of Planet Hollywood's September 21, 2016  
6 termination of the Development Agreement.

7 22. In October 2016, GRUS commenced a proceeding for judicial dissolution of GRB  
8 in the Delaware Court of Chancery on grounds of the shareholder deadlock between Mr. Seibel  
9 and GRUS following Mr. Seibel's felony conviction. *See In re GR Burgr, LLC*, Delaware Court  
10 of Chancery C.A. No. 12825-VCS. On August 25, 2017, the Delaware Court of Chancery granted  
11 a dispositive motion by GRUS and dissolved GRB. *See In re: GR BURGR, LLC*, 2017 WL  
12 3669511, at \*7 ("While the working relationship between the parties [GRUS and Siebel] arguably  
13 had broken down prior to Seibel's felony conviction in 2016 ... whatever deadlock may have  
14 arisen prior to Seibel's conviction solidified to igneous rock thereafter.") In dissolving GRB, the  
15 Delaware Court noted that Mr. Seibel has no right to interfere with Mr. Ramsay's ability to engage  
16 "in some other burger venture that uses his name and likeness to capitalize on the celebrity and  
17 status Ramsay has spent his career building." *Id.* at, \*11. The Delaware Court held:

18 Seibel cannot reasonably expect that this court would indefinitely lock Ramsay in a  
19 failed joint venture and thereby preclude him from ever engaging in a business that  
20 bears resemblance to GRB—a restaurant business that exploits Ramsay's celebrity  
21 to sell one of the most popular and beloved food preparations in all of history. Any  
such result would be the antithesis of equitable.

22 *Id.* This Court agrees.

23 23. In February 2017, Planet Hollywood entered into a new contract to open a new  
24 restaurant at the Planet Hollywood Hotel & Casino called "Gordon Ramsay Burger" (the "New  
25 Restaurant"). Mr. Ramsay has licensed his personal name for use in connection with the New  
26 Restaurant. The New Restaurant does not use the "BURGR Gordon Ramsay" mark or the  
27 "BURGR" mark.  
28

24. Mr. Ramsay has not personally received payments from Planet Hollywood for the operations of the BURGR Restaurant or the New Restaurant, and Mr. Seibel has cited no evidence that Mr. Ramsay has otherwise received any direct (or even indirect) financial benefit from the operations of the New Restaurant.

25. Mr. Seibel initiated this matter by filing his Complaint on February 28, 2017, wherein he purported to assert various claims against Mr. Ramsay (as well as other claims) derivatively on behalf of GRB. Mr. Seibel filed his First Amended Verified Complaint on June 28, 2017, in which he again purported to assert derivative claims on behalf of GRB against Mr. Ramsay.

26. On March 8, 2021, the Delaware Court of Chancery issued an *Order Regarding Liquidating Receiver's Report and Recommendation* in the Delaware Proceedings, whereby it judicially assigned the derivative claims Mr. Seibel asserted on GRB's behalf in this proceeding against Mr. Ramsay to Mr. Seibel, personally, to pursue "directly on his own behalf as assignee of GRB (which entity shall be cancelled...) with all right, title, and interests in and to the [claims] held by GRB being hereby assigned and transferred to Seibel." *See* Seibel Appendix, Exhibit 525, Mar. 8, 2021 Order. The Delaware Order further provided "to the extent Seibel hereinafter pursues [the claims], he shall do so entirely at his own costs." *Id.* Thus, Mr. Seibel, as assignee, personally stepped into the shoes of GRB to pursue the damages claims arising out of or relating to the enforcement of the terms of the GRB Agreement. *See* Substitution of Attorneys for GR Burgr, LLC (filed March 17, 2021).

27. As of March 17, 2021, GRB was cancelled pursuant to a Certificate of Cancellation of Certificate of Formation filed by the Liquidating Trustee of GRB with the Secretary of State of Delaware. *See id.* GRB no longer exists.

### III. Legal Standard

Pursuant to Nevada Rule of Civil Procedure ("NRC") 56(a), the court shall grant summary judgment on a claim if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to summary judgment as a matter of law. "A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for

1 the non-moving party.” *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 441-42  
2 (1993). When reviewing a motion for summary judgment, the evidence, and any reasonable  
3 inferences drawn from it, must be viewed in a light most favorable to the nonmoving party. *Wood*  
4 *v. Safeway*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). When a motion for summary  
5 judgment is made and supported as required by NRCP 56, the nonmoving party may not rest upon  
6 general allegations and conclusions, but must, by affidavit or otherwise, set forth specific facts  
7 demonstrating the existence of a genuine factual issue. *Pegasus v. Reno Newspapers, Inc.*, 118  
8 Nev. 706, 713-714, 57 P.3d 82, 87 (2002).

#### 9 IV. Mr. Seibel’s Claim For Breach of Contract

10 Mr. Ramsay moves for summary judgment on Mr. Seibel’s First Cause of Action for  
11 “Breaches of Contract” as set forth in the First Amended Complaint. Mr. Seibel brings his claim  
12 for breach of contract against Mr. Ramsay in his own name as GRB’s assignee. He has alleged  
13 that Mr. Ramsay breached the Development Agreement in a number of ways, including by,  
14 according to Mr. Seibel, continuing to do business with Planet Hollywood by participating in the  
15 operation of the New Restaurant; utilizing intellectual property of GRB in connection with the  
16 New Restaurant; “failing to enter into a separate written agreement with GRB or an affiliate”  
17 concerning the New Restaurant, “continuing to operate the Restaurant beyond the wind-up  
18 deadline in the Development Agreement”; and “[r]eceiving, directly or indirectly, monies intended  
19 for and owed to GRB under the Development Agreement.” *See* Am. Compl. at ¶71. Mr. Seibel  
20 argues more specifically that the alleged acts by Mr. Ramsay breached Section 14.21 of the  
21 Development Agreement, related to “Additional Restaurant Projects,” and Section 4.3.2 of the  
22 Development Agreement, related to “Certain Rights of [Planet Hollywood] Upon Expiration or  
23 Termination.” *See* Ramsay Appendix, Exhibit 6, §§4.3.3; 14.21.

24 Mr. Ramsay argues that summary judgment is appropriate because (a) he owed no  
25 contractual duties to GRB under the Development Agreement; (b) he did not accept or receive  
26 monies from Planet Hollywood that were owed to GRB; (c) the Development Agreement does not  
27 prohibit Mr. Ramsay from doing future business deals with Planet Hollywood following  
28 termination of the Development Agreement; (d) Mr. Ramsay is not using any “intellectual



property” of GRB, nor would his use of any such “intellectual property” be restricted by any express term of the Development Agreement; (e) Mr. Ramsay had no post-termination obligations with respect to a “wind-up” period; (f) Section 14.21 of the Development Agreement is an unenforceable agreement to agree; (g) Section 14.21 of the Development Agreement does not prohibit Mr. Ramsay from participating in the New Restaurant; and (h) enforcement of Section 14.21 of the Development Agreement was rendered impossible by GRB’s dissolution.

The Development Agreement contains a Nevada choice-of-law provision and none of the parties dispute that the validity, construction, performance and effect of the Development Agreement is governed by Nevada law. *See also* Ramsay Appendix at Ex. 6, Development Agreement, § 14.10.1. To survive summary judgment on his claim for breach of the Development Agreement under Nevada law, Mr. Seibel is required to show a genuine issue for trial as to each of the following elements: (1) the existence of a valid contract, (2) that GRB performed the contract or was excused from performance, (3) that Mr. Ramsay failed to perform the contract, and (4) that GRB suffered economic damages as a result of Mr. Ramsay’s alleged breach. *See State Dep’t of Transp. v. Eighth Jud. Dist. Ct.*, 133 Nev. 549, 554, 402 P.3d 677, 682 (2017).

“Breach of contract is the material failure to perform a duty arising under or imposed by agreement.” *Id.* (internal quotation marks omitted). “Contracts will be construed from the written language and enforced as written” and a court cannot “interpolate in a contract what the contract does not contain.” *Id.* (internal quotation marks omitted). “[W]hen a contract is clear, unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written; the court may not admit other evidence of the parties’ intent because the contract expresses their intent.” *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032 (2004). Contract construction is a question of law and therefore “suitable for determination by summary judgment.” *Ellison v. California State Auto. Ass’n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990).

As a threshold matter, the Court finds that while Mr. Ramsay is a party to the Development Agreement, his obligations thereunder are limited to those expressly set forth in the contract’s express language. The plain and unambiguous recitals to the Development Agreement state that Mr. Ramsay is a party to the Development Agreement “to the limited extent specifically provided

therein.” *See* Ramsay Appendix at Ex. 6, Development Agreement, Recitals. The Development Agreement imposes on Mr. Ramsay certain express obligations to provide consulting services, to permit the use of his personal name, and to make personal appearances in connection with the BURGR Restaurant. Mr. Ramsay’s limited obligations to Planet Hollywood are identified at Section 3.4.1, 7.1, and 7.2, as follows:

- 3.4.1 Menu Development. “Gordon Ramsay or members of his team shall develop the initial food and beverage menus of the Restaurant, the recipes for the same, and thereafter, Gordon Ramsay or members of his team shall revise the food and beverage menus of the Restaurant, and the recipes for same (the ‘Menu Development Services’).”
- 7.1 Initial Promotion. “During the period prior to the Opening Date, Gordon Ramsay shall, as reasonably required by PH ... engage in promotional activities for the Restaurant....” Ramsay agreed to visit the Restaurant before the Opening Date (“GR Promotional Visits”).
- 7.3 Subsequent Restaurant Visits. After the Opening Date, Ramsay agreed to visit the Restaurant for promotion purposes (“GR Restaurant Visits”).

*See id.* at §§ 3.4.1, 7.1, 7.2.

These are Mr. Ramsay’s only obligations under the Development Agreement. Absent from the plain language of the Development Agreement is any contractual obligation running from Mr. Ramsay, personally, to GRB, or any representation or warranty made by Mr. Ramsay to GRB.

The Court also finds that Section 14.21 of the Development Agreement—relied on by Mr. Seibel—is void and unenforceable as “an agreement to agree in the future.” “An agreement to agree at a future time is nothing and will not support an action for damages.” *City of Reno v. Silver State Flying Serv.*, 84 Nev. 170, 176, 438 P.2d 257, 261 (1968). “An agreement to agree on contract terms at a later date is not a binding contract in Nevada.” *Diamond Elec. Inc. v. Pace Pac. Corp.*, 346 Fed. App’x 186, 187 (9th Cir. 2009). The Court agrees with Mr. Ramsay that the plain language of Section 14.21 lacks any of the definite terms of a binding agreement, but instead leaves all material terms of any future, similar restaurant that Planet Hollywood may pursue open to further negotiation. The parties’ intent that the contract not bind them to a specific set of terms in the future is clear from the plain text stating that material terms of a future project, if any, must be “agreed to by the parties.” *See* Ramsay Appendix at Ex. 6, Development Agreement, §14.21. This void provision is separate and severable from the remainder of the Development Agreement

1 pursuant to Section 14.7 of the Development Agreement. *See id.* at §14.7 (“Severability”).  
2 Because Section 14.21 is unenforceable as a binding contractual provision, all of Mr. Seibel’s  
3 arguments predicated on that clause fail as a matter of law.

4 Moreover, even if Section 14.21 of the Development Agreement were enforceable, nothing  
5 in its plain language imposes any obligation whatsoever on Mr. Ramsay. If anything, the plain  
6 and unambiguous language of the provision compels GRB, (not Mr. Ramsay or Planet Hollywood  
7 or any other party) to take certain actions in the event Planet Hollywood “elects to pursue any  
8 venture similar to the” BURGR Restaurant. Mr. Ramsay, a party to the Development Agreement  
9 to the limited extent specifically provided therein, is not subject to a claim for breach of Section  
10 14.21 of the Development Agreement.

11 Mr. Seibel also argues that Mr. Ramsay breached Section 4.3.2(e) of the Development  
12 Agreement by allegedly using protected intellectual property of GRB in connection with the New  
13 Restaurant. The Court need not consider whether Mr. Seibel has submitted competent evidence of  
14 the existence of such intellectual property or its use (by Mr. Ramsay or others) in connection with  
15 the New Restaurant, as the Court agrees with Mr. Ramsay that Section 4.3.2(e) does not impose  
16 any obligations on Mr. Ramsay to take any action or to refrain from taking any action whatsoever.  
17 *See Kaldi v. Farmers Ins. Exch.*, 117 Nev. 273, 281, 21 P.3d 16, 21 (2001) (courts are “not free to  
18 modify or vary the terms of an unambiguous agreement.”). Similarly, the Court agrees with Mr.  
19 Ramsay that the plain language of the Development Agreement does not impose any specific  
20 obligations on Mr. Ramsay with respect to the “wind-up” of the BURGR Restaurant described at  
21 Section 4.3.2(a) of the Development Agreement.

22 Mr. Seibel cites no other provision of the Development Agreement that would supposedly  
23 prevent Mr. Ramsay from doing any type of business with Planet Hollywood following Planet  
24 Hollywood’s termination of the Development Agreement, including that Mr. Seibel offers no  
25 contractual provision that should prevent Mr. Ramsay from permitting the use of his name in  
26 connection with the operation of the New Restaurant. The Court finds that GRB has no rights to  
27 Gordon Ramsay’s personal name, which only he (and not GRB) controls. As Mr. Seibel’s counsel  
28 conceded at hearing, Mr. Seibel does not argue that there is any legal basis to prevent Mr. Ramsay

1 from engaging in a restaurant business exploiting his celebrity that bears a resemblance to GRB's  
2 operation. *See* Tr. of Proceedings, 1/20/22; *Gordon Ramsay's Motion for Summary Judgment* at  
3 32:4-16. Accordingly, Mr. Seibel's claims that Mr. Ramsay has breached the Development  
4 Agreement by participating in the operation of the New Restaurant, doing business with Planet  
5 Hollywood on a new venture without including GRB, "using" any alleged intellectual property of  
6 GRB after termination of the Development Agreement, or failing to "wind up" the BURGR  
7 Restaurant after termination of the Development Agreement fail. The Court finds that there is no  
8 genuine issue of material fact and that Mr. Ramsay is entitled to judgment as a matter of law on  
9 the breach of contract claim pursuant to NRCP 56.<sup>1</sup>

10 **V. Mr. Seibel's Claim For Breach of the Covenant of Good Faith and Fair Dealing**

11 Mr. Ramsay moved for summary judgment on Mr. Seibel's Second Cause of Action for  
12 "Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing" as set forth in the  
13 First Amended Complaint. Mr. Seibel brings his claim for contractual breach of the implied  
14 covenant of good faith and fair dealing in his own name as GRB's assignee. He has alleged that  
15 Mr. Ramsay breached the implied covenant of good faith and fair dealing in the Development  
16 Agreement in a number of ways, including by, according to Mr. Seibel, "[p]ursuing an arbitrary,  
17 capricious, and bad faith scheme with [Planet Hollywood] to oust Seibel and GRB from the  
18 [BURGR] Restaurant to increase the profits of himself or an affiliate"; "[e]nticing and  
19 encouraging [Planet Hollywood] to breach its contractual obligations to GRB"; "[r]efusing to  
20 allow assignments related to GRB to damage and harm GRB's contractual rights"; "[w]rongfully  
21 representing to [Planet Hollywood] that Seibel is an unsuitable person and that his affiliation with  
22 GRB cannot be cured"; and "[c]laiming Nevada gaming law and authorities would prohibit [Planet  
23 Hollywood] from paying any monies to GRB or from allowing Seibel to assign his interest in  
24 GRB to The Seibel Family 2016 Trust...."<sup>2</sup> *See* Am. Compl. at ¶77.

25  
26 <sup>1</sup> To the extent Mr. Seibel has alleged or argued any other supposed conduct by Mr. Ramsay that  
27 Mr. Seibel claims has breached the Development Agreement—including Mr. Seibel's  
28 allegations that Mr. Ramsay received "monies intended for and owed to GRB under the  
Development Agreement"—the Court has considered the record and the plain and unambiguous  
contract provisions at issue and finds that no reasonable jury could return a verdict in Mr.  
Seibel's favor on such claims, and therefore summary judgment is appropriate.

<sup>2</sup> To the extent Mr. Seibel has alleged other conduct in support of his claim for breach of the

1 Mr. Ramsay argues that summary judgment is appropriate because Mr. Seibel's claim is  
2 essentially a recast argument that Planet Hollywood improperly terminated the Development  
3 Agreement after deeming him an "Unsuitable Person." Mr. Ramsay notes the unambiguous  
4 language of the Development Agreement provides that Planet Hollywood had "sole and exclusive"  
5 discretion to determine "unsuitability" and to terminate the Development Agreement as it saw fit,  
6 and that Mr. Ramsay had no contractual or other role in Planet Hollywood's determination. Mr.  
7 Ramsay further argues that the Development Agreement imposes no obligation on Mr. Ramsay to  
8 assist Mr. Seibel with his attempt to transfer his interest in GRB to his family trust. This Court  
9 agrees.

10 The Court will apply Nevada law to this claim based on the choice of law provision in the  
11 Development Agreement. *See* Ramsay Appendix, Ex. 6, Development Agreement, § 14.10.1.  
12 Under Nevada law, a contractual breach of the implied covenant of good faith and fair dealing  
13 may occur where "one party performs a contract in a manner that is unfaithful to the purpose of  
14 the contract and the justified expectations of the other party are thus denied." *Hilton Hotels Corp.*  
15 *v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991). This claim lies only  
16 "[w]here the terms of a contract are literally complied with but one party to the contract  
17 deliberately contravenes the intention and spirit of the contract." *Id.* The "implication" of the  
18 covenant of good faith and fair dealing arises from a concern for advancing the "intention and  
19 spirit" of the contracting parties. *Id.*

20 The implied covenant may not be used to imply a term that is contradicted by an express  
21 term of the contract. *See, e.g., Kucharyk v. Regents of Univ.y of Cal.*, 946 F. Supp. 1419, 1432  
22 (N.D. Cal. 1996) (applying California law); *see also, e.g., Sessions, Inc. v. Morton*, 491 F.2d 854,  
23 857-858 (9th Cir. 1974) ("This covenant of good faith and fair dealing imposes a duty on each  
24

25 implied covenant of good faith and fair dealing in the Development Agreement that is  
26 duplicative of conduct he has alleged constitutes a breach of the Development Agreement, such  
27 conduct cannot serve as the basis for a claim for breach of the implied covenant, and summary  
28 judgment is appropriate as to such claims. *Cf. Am. Compl. at ¶71, ¶77; see also Ruggieri v.*  
*Hartford Ins. Co. of the Midwest*, Case No. 2:13-cv-00071-GMN-GWF, 2013 WL 2896967 at  
\*3 (D. Nev. June 12, 2013) ("[A]llegations that a defendant violated the actual terms of a  
contract are incongruent with [a claim for breach of the implied covenant of good faith and fair  
dealing] and insufficient to maintain a claim.").

1 party to do everything that the contract presupposes will be done in order to accomplish the  
2 purpose of the contract. However, this implied obligation must arise from the language used or it  
3 must be indispensable to effectuate the intention of the parties.”) (internal quotations omitted); *see*  
4 *also, Restatement (Second) of Contracts* § 205 (1981).

5 As noted above the intention and spirit of the contracting parties to the Development  
6 Agreement is demonstrated by the express language they chose to include in their contract. *See,*  
7 *e.g., Ringle*, 120 Nev. at 93, 86 P.3d at 1039. Here, the intention and spirit of the parties, as  
8 evidenced by the contractual language, afforded Planet Hollywood the “sole and exclusive  
9 judgment” to deem Mr. Seibel unsuitable under these circumstances, to reject his proposed  
10 “dissociation” from GRB by transfer of his membership interest to his family trust, and to  
11 terminate the Development Agreement upon GRB’s failure to timely comply with Planet  
12 Hollywood’s demands to terminate its relationship with Mr. Seibel. *See* Ramsay Appendix at Ex.  
13 6, Development Agreement at 25-26, § 11.1, 11.2. Similarly, the parties expressed their intention  
14 in the plain language of the Development Agreement that Mr. Ramsay’s obligations would be  
15 “limited” to those “specifically provided” in the Development Agreement. *See, e.g.,* Ramsay  
16 Appendix, Exhibit 6, Development Agreement at Recitals.

17 To hold that Mr. Ramsay should have an implied obligation to intervene in Planet  
18 Hollywood’s suitability determination as to Mr. Seibel, or to lobby on Mr. Seibel’s behalf for the  
19 benefit of GRB, as Mr. Seibel appears to suggest, would be to imply terms into the Development  
20 Agreement that contradict its express terms, which the Court cannot do. The Court finds that Mr.  
21 Ramsay had no obligation to take, or to refrain from taking, any particular action with respect to  
22 Planet Hollywood’s unsuitability determination or demand for dissociation to GRB.

23 Mr. Ramsay also had no express or implied contractual obligation to approve Mr. Seibel’s  
24 proposed transfer of his interest in GRB to Mr. Seibel’s family trust, or to somehow otherwise  
25 assist Mr. Seibel in selling his membership interest, as Mr. Seibel appears to argue. In fact, as Mr.  
26 Ramsay is not a member or manager of GRB, nor a party to the GRB LLC Agreement, he had no  
27 role or authority whatsoever in approving or disapproving a proposed transfer of interest by one of  
28

1 its members. Mr. Seibel made that request to GRUS, and more specifically GRUS' appointed  
2 manager of GRB, Stuart Gillies, who are not parties to this lawsuit.<sup>3</sup>

3 Moreover, the chain of events that led to Planet Hollywood's termination of the  
4 Development Agreement indisputably started with Mr. Seibel's own criminal conduct. His  
5 pleading guilty to a tax fraud felony, and subsequent refusal to dissociate himself from GRB to  
6 Planet Hollywood's satisfaction, severely altered GRB's "justified expectations" under its  
7 contract. Indeed, with one of its members acknowledging guilt of a serious criminal perpetration  
8 of fraud, GRB had no justified expectation that it could continue to do business with Planet  
9 Hollywood absent immediate and material corrective action by Mr. Seibel, which Mr. Seibel failed  
10 to undertake. The ultimate result here—the termination of the Development Agreement and  
11 closing of the BURGR Restaurant—is not attributable to Mr. Ramsay's alleged actions or  
12 nonactions. The Court finds that Planet Hollywood validly exercised its "absolute discretion" and  
13 determined in its "sole and exclusive judgment" that Mr. Seibel, and by extension GRB, is an  
14 "Unsuitable Person," a consequence that is entirely of Mr. Seibel's own doing.

15 Because Mr. Seibel cannot identify any implied obligation under the Development  
16 Agreement that Mr. Ramsay could have breached, and cannot show that any action of Mr. Ramsay  
17 caused GRB's "justified expectations" to be denied, his claim must fail. The Court finds that there  
18 is no genuine issue of material fact and that Mr. Ramsay is entitled to judgment as a matter of law  
19 on the claim for breach of the covenant of good faith and fair dealing pursuant to NRCP 56.

## 20 VI. Mr. Seibel's Claim for Unjust Enrichment

21 Mr. Ramsay moves for summary judgment on Mr. Seibel's Third Cause of Action for  
22 "Unjust Enrichment" as set forth in the First Amended Complaint. Mr. Seibel brings his claim for  
23

---

24 <sup>3</sup> The Court rejects Mr. Seibel's argument that GRUS (and by implication Mr. Ramsay) had any  
25 obligation to approve Mr. Seibel's proposed membership assignment. Paragraph 10.1(a) of  
26 GRB's LLC Agreement governs "Inter-Vivos Transfer" of GRB's membership interests. *See*  
27 Ramsay Appendix, Ex. 2 at ¶ 10.1(a). There is nothing in Paragraph 10.1(a) of GRB's LLC  
28 Agreement that required GRUS or GRUS's appointed manager to consider, much less approve,  
Mr. Seibel's request to transfer his membership interests in GRB to his family trust. Following  
Mr. Seibel's felony conviction neither Mr. Ramsay nor GRUS had any obligation, contractual or  
otherwise, to consider or approve Mr. Seibel's proposed assignment. In any event, Mr. Seibel's  
requested assignment would not have cured GRB's unsuitability because Planet Hollywood had  
already determined that The Seibel Family Trust 2016 was not a suitable assignee.



1 unjust enrichment in his own name as GRB’s assignee. He has alleged that Mr. Ramsay has been  
2 unjustly enriched because, according to Mr. Seibel, Mr. Ramsay “directly or indirectly, has  
3 wrongfully accepted and retained monies intended for and owed to GRB under the Development  
4 Agreement.” *See* Am. Compl. at ¶84. More specifically, Mr. Seibel argues that Mr. Ramsay has  
5 been unjustly enriched because Mr. Ramsay is “operating the same restaurant in the same space,”  
6 and that GRB is entitled to “fair value” from the operation of the New Restaurant, regardless  
7 whether Section 14.21 or any other provision of the Development Agreement is enforceable.

8 Mr. Ramsay argues that summary judgment is appropriate because the parties’ relationship  
9 is comprehensively governed by contract—the Development Agreement—and because Mr. Seibel  
10 cannot show that GRB conferred any benefit upon Mr. Ramsay or that Mr. Ramsay derived any  
11 benefit from the operation of the New Restaurant that has been “unjust.”

12 “The phrase ‘unjust enrichment’ is used in law to characterize the result or effect of a  
13 failure to make restitution or, or for, property or benefits received under such circumstances as to  
14 give rise to a legal or equitable obligation to account therefor.” 66 Am. Jur. 2d, *Restitution*, § 3  
15 (1973). Under Nevada law, “[u]njust enrichment exists when the plaintiff confers a benefit on the  
16 defendant, the defendant appreciates such benefit, and there is acceptance and retention by the  
17 defendant of such benefit under circumstances such that it would be inequitable for him to retain  
18 the benefit without payment of the value thereof.” *Certified Fire Prot., Inc. v. Precision Constr.,*  
19 *Inc.*, 128 Nev. 371, 381, 283 P.3d 250, 257 (2012). “For an enrichment to be inequitable to retain,  
20 the person conferring the benefit must have a reasonable expectation of payment and the  
21 circumstances are such that equity and good conscience require payment for the conferred  
22 benefit.” *Korte Constr. Co. v. State on Relation of Bd. of Regents of Nev. Sys. of Higher Educ.*,  
23 492 P.3d 540, 544, 137 Nev. Adv. Op. 37 (2021) (citing *Certified Fire Prot.*, 128 Nev. at 381, 283  
24 P.3d at 257)).

25 “An action based on a theory of unjust enrichment is not available when there is an  
26 express, written contract, because no agreement can be implied when there is an express  
27 agreement.” *Leasepartners Corp. v. Robert L. Brooks Trust Dated Nov. 12, 1975*, 113 Nev. 747,  
28 755-756, 942 P.2d 182, 187 (1997).



Here, the Court agrees with Mr. Ramsay that his relationship with GRB—including his obligations to GRB (or lack thereof) with respect to Mr. Ramsay’s future business ventures—were comprehensively governed by the parties’ contract, the Development Agreement. As described elsewhere in this Order, and as conceded by Mr. Seibel’s counsel at hearing, the plain language of the Development Agreement did not prohibit Mr. Ramsay from personally participating in the operation of the New Restaurant, or from participating in any future restaurant venture with Planet Hollywood involving Mr. Ramsay’s personal name. The Development Agreement does explicitly address issues relating to “intellectual property” and to GRB’s marks and materials, including at Sections 6. (“Intellectual Property License”); 6.2.1 (“Ownership...by GRB or Gordon Ramsay”); 6.2.2 (“Ownership...by [Planet Hollywood]”); and 6.5 (“Gordon Ramsay’s Rights in the Marks”). Section 4.3 of the Development Agreement governs the parties’ respective rights to the “Intellectual Property” upon termination of the Development Agreement, and Section 8 comprehensively governs “License and Service Fees.” *See, e.g.*, Ramsay Appendix, Exhibit 6, Development Agreement. Mr. Seibel does not argue that the plain language of any of these provisions bars Mr. Ramsay, personally, from participating in the operation of the New Restaurant, or any other venture.<sup>4</sup>

Instead, Mr. Seibel cites Section 14.21 of the Development Agreement and appears to argue that his unjust enrichment claim should serve as a failsafe claim in the event that this Court should find Section 14.21 is an unenforceable agreement to agree, but as the Court has held herein, even if it were enforceable, Section 14.21 would not bar Mr. Ramsay from participating in a new hamburger restaurant venture with Planet Hollywood (nor would any other term of the Development Agreement). To the contrary, the language of Section 14.21’s “agreement to agree” evidences no intent of the parties to impose binding obligations on Planet Hollywood with respect

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<sup>4</sup> GRB’s understanding of this absence of restrictions on Mr. Ramsay’s future business dealings is further demonstrated by its agreement, in the GRUS License Agreement (to which Mr. Ramsay is not a party), that notwithstanding the sublicense of the BURGR Gordon Ramsay mark to Planet Hollywood (through GRB), GRUS and Mr. Ramsay “are in no way limited or restricted in using and exploiting any other trademark or trade name that includes the name ‘Gordon Ramsay’ nor from using the name Gordon Ramsay without limitation.” *See* Ramsay Appendix, Exhibit 5, GRUS License Agreement, at §1.1.

1 to future restaurant ventures, and to impose no obligations whatsoever on Mr. Ramsay personally  
2 with respect to the same.

3 Because the relationship and obligations between GRB and Mr. Ramsay with respect to the  
4 operation of future hamburger restaurants at Planet Hollywood, and the use of Mr. Ramsay's name  
5 or derivations thereof, were comprehensively governed by the Development Agreement, Mr.  
6 Seibel's claim for unjust enrichment fails as a matter of law. Moreover, in light of the plain  
7 language of the parties' business contracts, Mr. Seibel has failed to identify evidence supporting  
8 that GRB has (or has ever had) any equitable entitlement to profits, or other monies or benefits,  
9 that may be derived by Mr. Ramsay from the use of his name, which only he owns, in connection  
10 with the operation of the New Restaurant, such that it would be an injustice for Mr. Ramsay to  
11 retain that benefit.

12 The Court finds that there is no genuine issue of material fact and that Mr. Ramsay is  
13 entitled to judgment as a matter of law on the unjust enrichment claim pursuant to NRCP 56.

#### 14 **VII. Mr. Seibel's Claim For Civil Conspiracy**

15 Mr. Ramsay moves for summary judgment on Mr. Seibel's Fourth Cause of Action for  
16 "Civil Conspiracy" as set forth in the First Amended Complaint. Mr. Seibel brings his claim for  
17 civil conspiracy in his own name as GRB's assignee. He has alleged that Mr. Ramsay formed an  
18 explicit or tacit agreement with Planet Hollywood to "breach the Development Agreement and  
19 oust Seibel from the Restaurant," and that in furtherance of the conspiracy Mr. Ramsay "directly  
20 or indirectly, refused to allow Seibel to transfer his interest in GRB to The Seibel Family Trust  
21 2016, resign as a manager of GRB, and appoint Craig Green as a manager of GRB" and that "in a  
22 letter sent on or around September 15, 2016, Ramsay and GRUS falsely told [Planet Hollywood]  
23 that Seibel is an unsuitable person and his affiliation with GRB and the Restaurant could not be  
24 cured." *See* Am. Compl. at ¶¶87-89.

25 Mr. Ramsay argues that summary judgment is appropriate because, as a matter of law, two  
26 parties to a contract cannot be liable for a conspiracy to breach it, and because there is no evidence  
27 of an unlawful or wrongful "overt act" by Mr. Ramsay in furtherance of any alleged conspiracy.  
28

1 A civil conspiracy “consists of a combination of two or more persons, who, by some  
2 concerted action, intend to accomplish an unlawful objective for the purpose of harming another,  
3 and damages results from the act or acts.” *Consol. Generator-Nev., Inc. v. Cummins Engine Co.*,  
4 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (internal quotations omitted).

5 Under Nevada law, conspiracy to breach the terms of a contract may only “lie where a  
6 contracting party and third parties conspire to frustrate the purpose of the contract.” *Tousa*  
7 *Homes, Inc. v. Phillips*, 363 F.Supp.2d 1274, 1282-83 (D. Nev. 2005) (citing *Hilton Hotels Corp.*  
8 *v. Butch Lewis Prods.*, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993)). “[A] party cannot, as a  
9 matter of law, tortiously interfere with its own contract.” *Blanck v. Hager*, 360 F.Supp.2d 1137,  
10 1154 (D. Nev. 2005); *aff’d*, 220 Fed. Appx. 697 (9th Cir. 2007) (citing *Bartsas Realty, Inc. v.*  
11 *Nash*, 81 Nev. 325, 327, 402 P.2d 650, 651 (1965)). In line with these principles, courts have  
12 articulated that, in general, “[t]here can be no conspiracy by two or more parties to a contract to  
13 breach the contract.” *Logixx Automation v. Lawrence Michels Fam.*, 56 P.3d 1224, 1231 (Colo.  
14 App. 2002) (holding that “because the only duty a contracting party owes is to perform the  
15 contract according to its terms, a contracting party has no independent duty not to conspire to  
16 breach its own contract.”)

17 Here, Mr. Seibel’s claim is, at its base, an allegation that Mr. Ramsay tortiously interfered  
18 with his own contract, the Development Agreement, by allegedly encouraging Planet Hollywood  
19 to deem Mr. Seibel “unsuitable” and by allegedly encouraging Planet Hollywood to exercise its  
20 bargained-for termination rights. *Cf.* Am. Compl. at ¶89. Such a claim is not actionable, as it is  
21 the law of this State that a party cannot interfere with (or “conspire to breach”) its own contract,  
22 and Mr. Ramsay is indisputably a party to the Development Agreement. *See, e.g., Blanck*, 360  
23 F.Supp.2d at 1154. Mr. Seibel’s claim fails as a matter of law.

24 Even if such a claim were actionable, the Court agrees with Mr. Ramsay that the record  
25 lacks any evidence of an overt, “wrongful” act by Mr. Ramsay in furtherance of the alleged  
26 “conspiracy.” The Court has found that no action of Mr. Ramsay breached the Development  
27 Agreement. Mr. Ramsay had no obligation, express or implied, to communicate with (or refrain  
28 from communicating with) Planet Hollywood with respect to its exercise of its sole and absolute

1 discretion to deem Mr. Seibel “unsuitable.” Moreover, Mr. Ramsay had no contractual role or  
2 obligation with respect to Mr. Seibel’s request (just prior to his felony guilty plea and, again, after  
3 his conviction was discovered) to transfer his membership interest in GRB to “The Seibel Family  
4 2016 Trust.” Indeed, the approval of any assignment by a GRB member was not governed by the  
5 Development Agreement, but by the express terms of GRB’s LLC Agreement, to which Mr.  
6 Ramsay was not a party. It is undisputed that Mr. Seibel made his request to GRUS, not to Mr.  
7 Ramsay, pursuant to the terms of GRB’s LLC Agreement. Again, in reviewing the plain language  
8 of the agreements between the parties, the alleged actions (or non-actions) of Mr. Ramsay were  
9 neither wrongful nor in furtherance of any wrongful act. No claim for civil conspiracy may lie  
10 under such circumstances.

11 The Court finds that there is no genuine issue of material fact and that Mr. Ramsay is  
12 entitled to judgment as a matter of law on the civil conspiracy claim pursuant to NRCP 56.

13 **VIII. Mr. Seibel’s “Additional Requests” for Equitable Relief**

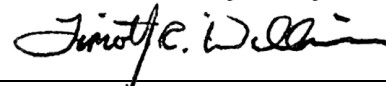
14 Mr. Ramsay moves for summary judgment as to Mr. Seibel’s “Additional Requests for  
15 Relief” as set forth at paragraphs 93-123 of his Amended Complaint, on grounds that the results of  
16 the Delaware Proceedings have rendered such requests for equitable relief “moot.” Mr. Seibel  
17 agrees that his requests for equitable relief are moot and does not oppose summary judgment  
18 thereon. Accordingly, the Court will grant the request for summary judgment on those requests.

19 Wherefore, based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND**  
20 **DECREED** that Gordon Ramsay’s Request for Judicial Notice is **GRANTED** in full, and Gordon  
21 Ramsay’s Motion for Summary Judgment is **GRANTED** in full. Pursuant to Nevada Rule of  
22 Civil Procedure 56, the Court hereby awards judgment as a matter of law in favor of Mr. Ramsay,  
23 and against Mr. Seibel, on all of Mr. Seibel’s claims against Mr. Ramsay asserted in Mr. Seibel’s  
24 First Amended Complaint.

25 **IT IS SO ORDERED.**

26 Dated: \_\_\_\_\_

Dated this 25th day of May, 2022



MH

1EA 5A2 2C7F D50A  
Timothy C. Williams  
District Court Judge

Respectfully submitted by:

DATED May 25, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert  
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Approved as to form and content by:

DATED May 25, 2022.

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Approved as to form and content by:

DATED May 25, 2022.

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

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R Squared Global Solutions, LLC, Derivatively on Behalf of DNT Acquisition,  
LLC; and GR Burgr, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**ORDER GRANTING IN PART, AND  
DENYING IN PART, THE DEVELOPMENT  
ENTITIES, ROWEN SEIBEL, AND CRAIG  
GREEN'S MOTION TO COMPEL THE  
RETURN, DESTRUCTION, OR  
SEQUESTERING OF THE COURT'S  
AUGUST 19, 2021, MINUTE ORDER  
CONTAINING PRIVILEGED ATTORNEY-  
CLIENT COMMUNICATIONS**

This matter came before this Court on September 22, 2021, at 9:00 a.m., for a hearing on Rowen Seibel; Craig Green; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition LLC; and GR Burgr, LLC’s (collectively, the “Development Parties”) Motion to Compel the Return, Destruction, or Sequestering of the Court’s August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications (the “Clawback Motion”).

### APPEARANCES

- Dennis L. Kennedy of Bailey♦Kennedy on behalf of the Development Parties;
- M. Magali Mercera of PISANELLI BICE, PLLC on behalf of Desert Palace Inc; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively, “Caesars”); and
- John D. Tennert on behalf of Gordon Ramsay (“Ramsay”).

### ORDER

The Court, having examined the briefs of the parties, the records and documents on file, and having heard argument of counsel, being fully advised of the premises, and good cause appearing,

IT IS HEREBY ORDERED that the Clawback Motion is GRANTED, in part, and DENIED, in part.

IT IS FURTHER ORDERED that Caesars may utilize—subject to the provisions of the Stipulated Confidentiality Agreement and Protective Order entered on March 12, 2019—this Court’s minute order dated August 18, 2021 (the “Minute Order”), for appellate purposes and/or in responding to the Development Parties’ anticipated petition for writ relief concerning this Court’s orders on Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (the “Crime-Fraud Motion”).

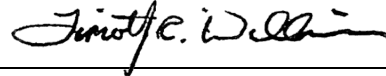
IT IS FURTHER ORDERED that, except as noted herein, the Minute Order may not be used for any other purpose pending a decision from the Nevada Supreme Court on the anticipated forthcoming writ related to the Crime-Fraud Motion.

1 IT IS FUTHER ORDERED the Minute Order does not need to be returned, sequestered,  
2 and/or otherwise destroyed by any party who received the Minute Order.

3 IT IS FUTHER ORDERED that the Minute Order may be incorporated, by reference, in the  
4 forthcoming Findings of Fact, Conclusions of Law, and Order concerning the Crime-Fraud Motion.

5 IT IS SO ORDERED.

Dated this 3rd day of November, 2021



MH

CD9 496 9062 7A25  
Timothy C. Williams  
District Court Judge

6  
7  
8  
9  
10 Respectfully Submitted By:

Approved as to Form and Content:

11 BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

12 By: /s/ Paul C. Williams

By: /s/ M. Magali Mercera

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27 *Attorneys for OHR*

*Attorneys for Ramsay*

## Paul Williams

---

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**Sent:** Tuesday, November 2, 2021 5:09 PM  
**To:** Paul Williams; Magali Mercera  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Tennert, John; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

You may. Thank you.

---

**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Tuesday, November 02, 2021 6:38 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi all,

I am following up on the proposed order (a copy of which is attached for your convenience). Please let us know—by Noon tomorrow—if we may affix your electronic signature and submit it to the Court.

Thank you,

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

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---

**From:** Paul Williams  
**Sent:** Monday, November 1, 2021 4:53 PM  
**To:** Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>; Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>; Tennert, John

## Paul Williams

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, November 3, 2021 10:42 AM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Alan Lebensfeld; Tennert, John; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi Paul –

You may apply my e-signature.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: (702) 214-2100  
Fax: (702) 214-2101  
[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)



*Please consider the environment before printing.*

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**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Tuesday, November 2, 2021 3:38 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

Hi all,

I am following up on the proposed order (a copy of which is attached for your convenience). Please let us know—by Noon tomorrow—if we may affix your electronic signature and submit it to the Court.

Thank you,

Paul C. Williams  
Bailey Kennedy, LLP  
8984 Spanish Ridge Avenue

## Paul Williams

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, November 3, 2021 10:44 AM  
**To:** Paul Williams; Magali Mercera  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Alan Lebensfeld; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents [FC-Email.FID7746767]

Hi Paul,

You my affix my e-signature.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

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



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**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

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**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi all,

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/3/2021

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

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22 Diana Barton .

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23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

lit@pisanellibice.com

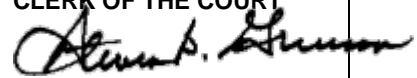
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2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
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6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
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Monice Campbell	monice@envision.legal
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com



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DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSHUA P. GILMORE

Nevada Bar No. 11576

PAUL C. WILLIAMS

Nevada Bar No. 12524

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Las Vegas, Nevada 89148-1302

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

\_\_\_\_\_  
AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER  
GRANTING IN PART, AND DENYING IN  
PART, THE DEVELOPMENT ENTITIES,  
ROWEN SEIBEL, AND CRAIG GREEN'S  
MOTION TO COMPEL THE RETURN,  
DESTRUCTION, OR SEQUESTERING OF  
THE COURT'S AUGUST 19, 2021,  
MINUTE ORDER CONTAINING  
PRIVILEGED ATTORNEY-CLIENT  
COMMUNICATIONS**

1 PLEASE TAKE NOTICE that an Order Granting in Part, and Denying in Part, the  
2 Development Entities, Rowen Seibel, and Craig Green's Motion to Compel the Return, Destruction,  
3 or Sequestering of the Court's August 19, 2021, Minute Order Containing Privileged Attorney-  
4 Client Communications was entered in the above-captioned action on November 3, 2021, a true and  
5 correct copy of which is attached hereto.

6 DATED this 3<sup>rd</sup> day of November, 2021.

7 BAILEY ♦ KENNEDY

8 By: /s/ Paul C. Williams

9 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

10 PAUL C. WILLIAMS

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

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 3<sup>rd</sup> day of November, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI  
DEBRA L. SPINELLI  
M. MAGALI MERCERA  
**PISANELLI BICE PLLC**  
400 South 7<sup>th</sup> Street, Suite 300  
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Email: JJP@pisanellibice.com  
DLS@pisanellibice.com  
MMM@pisanellibice.com  
*Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation*

JOHN D. TENNERT  
**FENNEMORE CRAIG, P.C.**  
7800 Rancharrah Parkway  
Reno, NV 89511

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

ALAN LEBENSFELD  
BRETT SCHWARTZ  
**LEBENSFELD SHARON & SCHWARTZ, P.C.**  
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Email: alan.lebensfeld@lsandspc.com  
Brett.schwartz@lsandspc.com  
*Attorneys for Plaintiff in Intervention The Original Homestead Restaurant, Inc.*

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

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

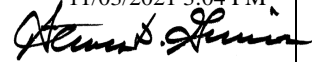
JEFFREY J. ZEIGER  
WILLIAM E. ARNAULT, IV  
**KIRKLAND & ELLIS LLP**  
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Via U.S. Mail and  
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WArnault@kirkland.com

AARON D. LOVAAS  
**NEWMYER & DILLON**  
3800 Howard Hughes Pkwy.,  
#700  
Las Vegas, NV 89169

Via U.S. Mail and  
Email: aaron.lovaasndlf.com

/s/ Sharon Murnane  
Employee of BAILEY ♦ KENNEDY

  
CLERK OF THE COURT

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

**ORDR (CIV)**

JOHN R. BAILEY

Nevada Bar No. 0137

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSHUA P. GILMORE

Nevada Bar No. 11576

PAUL C. WILLIAMS

Nevada Bar No. 12524

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DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

SGlantz@BaileyKennedy.com

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**ORDER GRANTING IN PART, AND  
DENYING IN PART, THE DEVELOPMENT  
ENTITIES, ROWEN SEIBEL, AND CRAIG  
GREEN'S MOTION TO COMPEL THE  
RETURN, DESTRUCTION, OR  
SEQUESTERING OF THE COURT'S  
AUGUST 19, 2021, MINUTE ORDER  
CONTAINING PRIVILEGED ATTORNEY-  
CLIENT COMMUNICATIONS**

This matter came before this Court on September 22, 2021, at 9:00 a.m., for a hearing on Rowen Seibel; Craig Green; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition LLC; and GR Burgr, LLC’s (collectively, the “Development Parties”) Motion to Compel the Return, Destruction, or Sequestering of the Court’s August 19, 2021, Minute Order Containing Privileged Attorney-Client Communications (the “Clawback Motion”).

### **APPEARANCES**

- Dennis L. Kennedy of Bailey♦Kennedy on behalf of the Development Parties;
- M. Magali Mercera of PISANELLI BICE, PLLC on behalf of Desert Palace Inc; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively, “Caesars”); and
- John D. Tennert on behalf of Gordon Ramsay (“Ramsay”).

### **ORDER**

The Court, having examined the briefs of the parties, the records and documents on file, and having heard argument of counsel, being fully advised of the premises, and good cause appearing,

IT IS HEREBY ORDERED that the Clawback Motion is GRANTED, in part, and DENIED, in part.

IT IS FURTHER ORDERED that Caesars may utilize—subject to the provisions of the Stipulated Confidentiality Agreement and Protective Order entered on March 12, 2019—this Court’s minute order dated August 18, 2021 (the “Minute Order”), for appellate purposes and/or in responding to the Development Parties’ anticipated petition for writ relief concerning this Court’s orders on Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (the “Crime-Fraud Motion”).

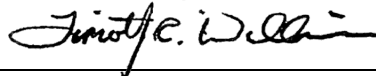
IT IS FURTHER ORDERED that, except as noted herein, the Minute Order may not be used for any other purpose pending a decision from the Nevada Supreme Court on the anticipated forthcoming writ related to the Crime-Fraud Motion.

1 IT IS FUTHER ORDERED the Minute Order does not need to be returned, sequestered,  
2 and/or otherwise destroyed by any party who received the Minute Order.

3 IT IS FUTHER ORDERED that the Minute Order may be incorporated, by reference, in the  
4 forthcoming Findings of Fact, Conclusions of Law, and Order concerning the Crime-Fraud Motion.

5 IT IS SO ORDERED.

Dated this 3rd day of November, 2021



MH

CD9 496 9062 7A25  
Timothy C. Williams  
District Court Judge

6  
7  
8  
9  
10 Respectfully Submitted By:

Approved as to Form and Content:

11 BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

12 By: /s/ Paul C. Williams

By: /s/ M. Magali Mercera

13 JOHN R. BAILEY  
14 DENNIS L. KENNEDY  
15 JOSHUA P. GILMORE  
16 PAUL C. WILLIAMS

JAMES J. PISANELLI (#4027)  
DEBRA L. SPINELLI (#9695)  
M. MAGALI MERCERA (#11742)  
400 South 7<sup>th</sup> Street, Suite 300  
Las Vegas, Nevada 89101

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

*Attorneys for Caesars*

19 Approved as to Form and Content:

Approved as to Form and Content:

20 LEBENSFELD SHARON & SCHWARTZ, P.C.

FENNEMORE CRAIG, P.C.

21 By: /s/ Alan M. Lebensfeld

By: /s/ John D. Tennert

22 ALAN M. LEBENSFELD (*Pro Hac Vice*)  
23 140 Broad Street  
24 Red Bank, New Jersey 07701  
25 Telephone: (732) 530-4600  
26 Facsimile: (732) 530-4601

JOHN D. TENNERT (#11728)  
WADE BEAVERS (#13451)  
7800 Rancharrah Parkway  
Reno, Nevada 89511  
Telephone: (775) 788-2200  
Facsimile: (775) 786-1177

27 *Attorneys for OHR*

*Attorneys for Ramsay*

## Paul Williams

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Tuesday, November 2, 2021 5:09 PM  
**To:** Paul Williams; Magali Mercera  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Tennert, John; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

You may. Thank you.

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**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi all,

I am following up on the proposed order (a copy of which is attached for your convenience). Please let us know—by Noon tomorrow—if we may affix your electronic signature and submit it to the Court.

Thank you,

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

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## Paul Williams

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**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, November 3, 2021 10:42 AM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Alan Lebensfeld; Tennert, John; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi Paul –

You may apply my e-signature.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: (702) 214-2100  
Fax: (702) 214-2101  
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**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Tuesday, November 2, 2021 3:38 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

Hi all,

I am following up on the proposed order (a copy of which is attached for your convenience). Please let us know—by Noon tomorrow—if we may affix your electronic signature and submit it to the Court.

Thank you,

Paul C. Williams  
Bailey Kennedy, LLP  
8984 Spanish Ridge Avenue

## Paul Williams

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**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, November 3, 2021 10:44 AM  
**To:** Paul Williams; Magali Mercera  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Alan Lebensfeld; Cinda C. Towne; Susan Russo; Joshua Gilmore; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents [FC-Email.FID7746767]

Hi Paul,

You my affix my e-signature.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511  
T: 775.788.2212 | F: 775.788.2213  
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**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

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**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Tuesday, November 2, 2021 3:38 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Hi all,

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/3/2021

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION TO COMPEL  
DOCUMENTS WITHHELD ON THE  
BASIS OF ATTORNEY-CLIENT  
PRIVILEGE PURSUANT TO THE  
CRIME-FRAUD EXCEPTION**

Date of Hearing: February 10, 2021

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las  
Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars  
Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood,  
"Caesars,") *Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege*

*Pursuant to the Crime-Fraud Exception* (the "Motion to Compel"), filed on January 6, 2021, came before this Court for hearing on February 10, 2021, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared"), (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay").

The Court having considered the Motion to Compel, the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

#### **FINDINGS OF FACT**

1. THE COURT FINDS THAT Caesars and MOTI, TPOV, DNT, GR Burgr, LLC, LLTQ, and FERG entered into a series of agreements governing the development, creation, and operation of various restaurants in Las Vegas and Atlantic City beginning in 2009 (the "Seibel Agreements");

2. THE COURT FURTHER FINDS THAT Caesars is a gaming licensee and each of the Seibel Agreements contained representations, warranties, and conditions to ensure that Caesars was not involved in a business relationship with an unsuitable individual and/or entity;

3. THE COURT FURTHER FINDS THAT Seibel began using foreign bank accounts to defraud the IRS in 2004;

---

<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."

1           4.       THE COURT FURTHER FINDS THAT, in 2016, after years of investigations,  
2 numerous tolling agreements, and plea negotiations with the U.S. Government, Seibel pleaded  
3 guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal  
4 Revenue Laws, 26 U.S.C. § 7212, a Class E Felony;

5           5.       THE COURT FURTHER FINDS THAT Seibel did not inform Caesars that he was  
6 engaging in criminal activity, being investigated for it, or that he pled guilty to one count of corrupt  
7 endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. §  
8 7212, a Class E Felony;

9           6.       THE COURT FURTHER FINDS THAT Caesars found out through news reports  
10 that Seibel pleaded guilty to a felony and thereafter, Caesars terminated the agreements – as it was  
11 expressly allowed to do – due to Seibel's unsuitability and failure to disclose;

12           7.       THE COURT FURTHER FINDS THAT before Caesars learned of Seibel's criminal  
13 conduct and in an effort to conceal his criminal conviction while still reaping the benefits of his  
14 relationship with Caesars – ten days before entering his guilty plea – Seibel informed Caesars that  
15 he was, among other things, (i) transferring all of the membership interests under certain Seibel-  
16 Affiliated Entities that he held, directly or indirectly, to two individuals in their capacities as trustees  
17 of a trust that he had created (the "Seibel Family 2016 Trust"); (ii) naming other individuals as the  
18 managers of these entities; and (iii) assigning the Seibel Agreements to new entities;

19           8.       THE COURT FURTHER FINDS THAT Seibel did not disclose that he decided to  
20 perform these purported assignments, transfers, and delegations because of his impending felony  
21 conviction;

22           9.       THE COURT FURTHER FINDS THAT these purported transfers were made  
23 specifically to avoid, undermine, and circumvent Caesars' rights to terminate the Seibel  
24 Agreements;

25           10.      THE COURT FURTHER FINDS THAT in this litigation, Seibel has alleged that  
26 his unsuitability "is immaterial and irrelevant because, *inter alia*, he assigned his interests, if any,  
27 in Defendants or the contracts;"

28



1           11.     THE COURT FURTHER FINDS THAT Seibel's long-time counsel, Brian Ziegler  
2 ("Ziegler"), represented to Caesars that "great care was taken to ensure that the trust would never  
3 have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be  
4 guided by your . . . determination;"

5           12.     THE COURT FURTHER FINDS THAT Seibel always intended to receive  
6 benefits/distributions from the Seibel Family 2016 Trust and Seibel took steps – with the assistance  
7 of his attorneys – to be able to do so;

8           13.     THE COURT FURTHER FINDS THAT, shortly before Seibel pleaded guilty, he  
9 undertook a complex scheme that involved (1) creating new entities to which he was purportedly  
10 assigning the interests in certain Seibel-Affiliated Entities; (2) creating the Seibel Family 2016 Trust  
11 to receive the income from said entities; and (3) entering into a prenuptial agreement with his soon  
12 to be wife Bryn Dorfman ("Dorfman") to, in part, continue benefitting from the Seibel Agreements;

13           14.     THE COURT FURTHER FINDS THAT Seibel worked with his attorneys and  
14 Green to create new entities to which he would purportedly assign the Seibel Agreements;

15           15.     THE COURT FURTHER FINDS THAT, after the new entities were created, Seibel  
16 sent letters to Caesars purporting to assign the Seibel Agreements. In each of those letters, Seibel  
17 told Caesars that the agreement would be assigned to a new entity whose membership interests were  
18 ultimately mostly owned by the Seibel Family 2016 Trust. For some of the entities, approximately  
19 less than 1% of the membership interest were held by Green, Ziegler, and Ziegler's children;

20           16.     THE COURT FURTHER FINDS THAT, Seibel falsely told Caesars that the sole  
21 beneficiaries of the Seibel Family 2016 Trust were Netty Wachtel Slushny, Dorfman, and potential  
22 descendants of Seibel;

23           17.     THE COURT FURTHER FINDS THAT Seibel falsely represented that, "[o]ther  
24 than the parties described in th[e] letter[s], there [were] no other parties that have any management  
25 rights, powers or responsibilities regarding, or equity or financial interests in" the new entities;

26           18.     THE COURT FURTHER FINDS THAT these representations were all false and  
27 were made with the intent to deceive Caesars;

28

1           19.     THE COURT FURTHER FINDS THAT at or around the same time that Seibel set-  
2 up the new entities and purported to assign the Seibel Agreements to these new entities, Seibel was  
3 secretly negotiating a prenuptial agreement with Dorfman that, by its plain terms, would require  
4 Dorfman to share the distributions she received from the Seibel Family 2016 Trust with Seibel and  
5 ensure that the entities assigned to the Trust would remain Seibel's separate property;

6           20.     THE COURT FURTHER FINDS THAT the prenuptial agreement has not been  
7 amended or nullified;

8           21.     THE COURT FURTHER FINDS THAT Seibel used his lawyers to obtain advice  
9 about setting up the trust and its interplay with the prenuptial agreement;

10          22.     THE COURT FURTHER FINDS THAT Seibel and his attorneys falsely represented  
11 to Caesars that Seibel was disconnected from receiving benefits from the Seibel Family 2016 Trust  
12 and the business interests with Caesars;

13          23.     THE COURT FURTHER FINDS THAT the prenuptial agreement demonstrates that  
14 Seibel always had an interest in receiving distributions from the Seibel Family 2016 Trust – a direct  
15 contradiction to the false representations made to Caesars and this Court;

16          24.     THE COURT FURTHER FINDS THAT all of the statements made to Caesars about  
17 Seibel's purported disassociation were false when made and designed exclusively for the purpose  
18 of defrauding Caesars so that Seibel could continue to benefit from the relationship despite his  
19 unsuitability to conduct business with a gaming licensee;

20          25.     THE COURT FURTHER FINDS THAT, on June 8, 2021, this Court entered its first  
21 Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents  
22 Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (the  
23 "June 8, 2021 Order"). In that order, the Court held that Caesars had met its initial burden of proof  
24 and established that Seibel's representations as to the independence of the Seibel Family 2016 Trust  
25 were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his  
26 unsuitability to conduct business with a gaming licensee. As a result, communications seeking  
27 legal advice for creation of the prenuptial agreement and the Seibel Family 2016 Trust are  
28

discoverable under the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to defraud Caesars;

26. THE COURT FURTHER FINDS THAT, pursuant to the June 8, 2021 Order, the Court ordered the Seibel Parties to submit the following documents from their privilege log to the Court for an *in camera* review: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852; CTRL00145759; CTRL00145772; CTRL00145774; CTRL00145775; CTRL00145777; CTRL00145789; CTRL00145790; CTRL00145791; CTRL00145792; CTRL00145877; CTRL00145878; CTRL00145879; CTRL00145895; CTRL00145896; CTRL00145897; CTRL00177870; CTRL00177871; CTRL00177872; CTRL00177873; CTRL00177874; CTRL00178124; CTRL00178125; CTRL00178141; CTRL00178153; CTRL00178156; CTRL00178158; CTRL00178163; CTRL00178164; CTRL00178165; CTRL00178166; CTRL00178167; CTRL00178168; CTRL00178169; CTRL00178173; CTRL00178174; CTRL00178175; CTRL00178176; CTRL00178177; CTRL00178178; CTRL00178179; CTRL00178238; CTRL00333064; CTRL00333065; CTRL00333066; CTRL00333067; CTRL00333068; CTRL00334493; CTRL00334494; CTRL00334495; CTRL00334496; CTRL00335096; CTRL00335097; CTRL00335098; CTRL00336394; CTRL00336395; CTRL00366278; CTRL00366279; CTRL00366280; CTRL00366281; CTRL00366614; CTRL00366615; CTRL00366616; CTRL00111325; CTRL00114114; CTRL00114410; CTRL00114429;

CTRL00114432; CTRL00114445; CTRL00114604; CTRL00114844; CTRL00114870;  
CTRL00114989; CTRL00120720; CTRL00120721; CTRL00120723; CTRL00120724;  
CTRL00120726; CTRL00145197; CTRL00145198; CTRL00145784; CTRL00145876;  
CTRL00173347; CTRL00173350; CTRL00173352; CTRL00178020; CTRL00178080;  
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CTRL00178140; CTRL00178155; CTRL00178162; CTRL00178191; CTRL00178227;  
CTRL00333242; CTRL00333310; CTRL00366304; CTRL00366305; CTRL00338414;  
CTRL00338425; CTRL00338426; CTRL00338511; CTRL00338513; CTRL00338611;  
CTRL00338612; CTRL00339801; CTRL00339802; CTRL00339803; CTRL00339848;  
CTRL00339849; CTRL00340482; CTRL00346870; CTRL00346871; CTRL00346875;  
CTRL00367769; CTRL00367770; CTRL00367771; CTRL00367772; CTRL00338593;  
CTRL00113723; CTRL00113754; CTRL00113762; CTRL00113768; CTRL00114321;  
CTRL00114322; CTRL00145645; CTRL00145661; CTRL00145662; CTRL00145663;  
CTRL00178086; CTRL00178090; and CTRL00178092 (collectively the "Crime/Fraud Documents");

27. THE COURT FURTHER FINDS THAT the Seibel Parties submitted the Crime/Fraud Documents to this Court for *in camera* review on June 18, 2021;

28. THE COURT FURTHER FINDS THAT, following its review of the Crime/Fraud Documents, the Court issued a minute order on August 18, 2021 (the "Minute Order");<sup>2</sup>

29. THE COURT FURTHER FINDS THAT, following its review of the Crime/Fraud Documents, the Court determined that the Seibel prenuptial agreement was not legitimately prepared for estate purposes; and

30. THE COURT FURTHER FINDS THAT an issue exists as to the effect of the prenuptial agreement with Seibel's wife and its interplay with the Seibel Family 2016 Trust.

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<sup>2</sup> The Court *sua sponte* sealed the August 18, 2021 Minute Order. The Minute Order is incorporated herein by reference as if restated in its entirety.

## CONCLUSIONS OF LAW

1  
2       1.       In Nevada, the attorney-client privilege protects communications between a client  
3 (or their representative) and their attorney (or their representative) "[m]ade for the purpose of  
4 facilitating the rendition of professional legal services to the client, by the client or the client's  
5 lawyer to a lawyer representing another in a matter of common interest." NRS § 49.095.

6       2.       "The purpose of the attorney-client privilege 'is to encourage clients to make full  
7 disclosures to their attorneys in order to promote the broader public interests of recognizing the  
8 importance of fully informed advocacy in the administration of justice.'" *Canarelli v. Eighth*  
9 *Judicial Dist. Ct.*, 464 P.3d 114, 119 (2020) (quoting *Wynn Resorts, Ltd. v. Eighth Judicial Dist.*  
10 *Ct.*, 133 Nev. 369, 374, 399 P.3d 334, 341 (2017)). "The party asserting the privilege has the burden  
11 to prove that the material is in fact privileged." *Id.* at 120 (citing *Ralls v. United States*, 52 F.3d 223,  
12 225 (9th Cir. 1995)). However, "[i]t is well settled that privileges, whether creatures of statute or  
13 the common law, should be interpreted and applied narrowly." *Id.* at 120 (quoting *Clark Cty. Sch.*  
14 *Dist. v. Las Vegas Review-Journal*, 134 Nev. 700, 705, 429 P.3d 313, 318 (2018)).

15       3.       Under Nevada law, no attorney-client privilege exists, "[i]f the services of the lawyer  
16 were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew  
17 or reasonably should have known to be a crime or fraud." NRS § 49.115(1).

18       4.       "The 'crime-fraud exception' to the privilege protects against abuse of the attorney-  
19 client relationship." *In re Napster, Inc. Copyright Litig.*, 479 F.3d 1078, 1090 (9th Cir. 2007),  
20 *abrogated on other grounds by Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100 (2009).  
21 Specifically, "where the client seeks the advice for 'future wrongdoing,' the crime-fraud exception  
22 will not protect communications 'made for the purpose of getting advice for the commission of a  
23 fraud or crime.'" *Hernandez v. Creative Concepts, Inc.*, No. 2:10-CV-02132-PMP, 2013 WL  
24 1405776, at \*4 (D. Nev. Apr. 5, 2013) (quoting *United States v. Zolin*, 491 U.S. 554, 562-63  
25 (1989)); *see also In re Grand Jury Investigation*, 810 F.3d 1110, 1113 (9th Cir. 2016) (internal  
26 quotations omitted) ("Under the crime-fraud exception, communications are not privileged when  
27 the client consults an attorney for advice that will serve him in the commission of a fraud or  
28 crime."); *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (quoting *Clark v. United States*, 289

U.S. 1, 15 (1933)) ("The privilege takes flight if the relation is abused. A client who consults an attorney for advice that will serve him in the commission of a fraud will have no help from the law. He must let the truth be told.").

5. Importantly, "[t]he planned crime or fraud need not have succeeded for the exception to apply." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090. "The client's abuse of the attorney-client relationship, not his or her successful criminal or fraudulent act, vitiates the privilege." *Id.* (citation omitted). Indeed, "[t]he attorney need not have been aware that the client harbored an improper purpose." *Lewis v. Delta Air Lines, Inc.*, No. 214CV01683RFBGWF, 2015 WL 9460124, at \*2 (D. Nev. Dec. 23, 2015) (citation omitted).

6. "[T]he crime-fraud exception is not strictly limited to cases alleging criminal violations or common law fraud." *Lewis*, 2015 WL 9460124, at \*3. "The term 'crime/fraud exception,' . . . , is 'a bit of a misnomer . . . as many courts have applied the exception to situations falling well outside of the definitions of crime or fraud.'" *Rambus, Inc. v. Infineon Techs. AG*, 222 F.R.D. 280, 288 (E.D. Va. 2004) (internal citations omitted); *see, e.g., Cooksey v. Hilton Int'l Co.*, 863 F. Supp. 150, 151 (S.D.N.Y. 1994) (upholding magistrate judge's application of the crime-fraud exception and finding that "the facts of th[e] case demonstrate[d] if not an actual fraud, at least an intent on the part of defendants to defraud plaintiff."); *Volcanic Gardens Mgmt. Co. v. Paxson*, 847 S.W.2d 343, 348 (Tex. App. 1993) ("The crime/fraud exception comes into play when a prospective client seeks the assistance of an attorney in order to make a false statement or statements of material fact or law to a third person or the court for personal advantage."); *Horizon of Hope Ministry v. Clark Cty., Ohio*, 115 F.R.D. 1, 5 (S.D. Ohio 1986) ("Attorney/client communications which are in perpetuation of a tort are not privileged.").

7. To invoke the crime-fraud exception, the moving party must first "show that the client was engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to further the scheme." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). "Mere allegations of fraud or criminality do not suffice." *Garcia v. Serv. Emps. Int'l Union*, No. 217CV01340APGNJK, 2018 WL 6566563, at \*5 (D. Nev. Sept. 6, 2018) (citations omitted). Instead, "[a] movant in a civil case must show by a preponderance of the evidence that

1 the attorney's services were utilized in furtherance of an ongoing unlawful scheme." *Id.* (citing *In*  
2 *re Napster Inc. Copyright Litig.*, 479 F.3d at 1090).

3 8. Next, the moving party must "demonstrate that the attorney-client communications  
4 for which production is sought are sufficiently related to and were made in furtherance of [the]  
5 intended, or present, continuing illegality." *In re Grand Jury Investigation*, 810 F.3d at 1113  
6 (internal quotations omitted). This second step is accomplished through an *in camera* review of the  
7 documents. *See id.* at 1114 (internal quotations omitted) ("[A] district court must examine the  
8 individual documents themselves to determine that the specific attorney-client communications for  
9 which production is sought are sufficiently related to and were made in furtherance of the intended,  
10 or present, continuing illegality.").

11 9. Caesars met its initial burden of proof showing that Seibel was engaged in a  
12 fraudulent scheme when he sought the advice of his counsel to further the scheme. *See In re*  
13 *Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). Specifically, Caesars  
14 established that Seibel's representations as to the independence of the Seibel Family 2016 Trust  
15 were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his  
16 unsuitability to conduct business with a gaming licensee.

17 10. Following the Court's *in camera* review of the Crime/Fraud Documents, the Court  
18 has determined that the Crime/Fraud Documents are sufficiently related to and were made in  
19 furtherance of intended, or present, continuing fraud. *See In re Grand Jury Investigation*, 810 F.3d  
20 at 1113. It appears to the Court that the documents are related to and were made in furtherance of  
21 Seibel's fraudulent scheme. Accordingly, the Court determines that Caesars has met its second  
22 burden of demonstrating that the Crime/Fraud Exception applies. Specifically, Caesars has  
23 established that the Crime/Fraud Documents are sufficiently related to and were made in  
24 furtherance of Seibel's intended fraudulent scheme that he could continue to benefit from the Seibel  
25 Agreements despite his unsuitability to conduct business with a gaming licensee

26 11. Thus, the Crime/Fraud Documents are discoverable and subject to production under  
27 the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to  
28 defraud Caesars.

**ORDER**

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

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall produce the Crime/Fraud Documents<sup>3</sup> to the parties in this action within fourteen (14) days of notice of entry of this Order;

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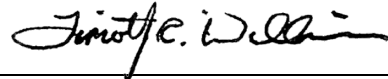
<sup>3</sup> The Crime-Fraud Documents include documents from the Seibel Parties' privilege log bearing numbers CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852; CTRL00145759; CTRL00145772; CTRL00145774; CTRL00145775; CTRL00145777; CTRL00145789; CTRL00145790; CTRL00145791; CTRL00145792; CTRL00145877; CTRL00145878; CTRL00145879; CTRL00145895; CTRL00145896; CTRL00145897; CTRL00177870; CTRL00177871; CTRL00177872; CTRL00177873; CTRL00177874; CTRL00178124; CTRL00178125; CTRL00178141; CTRL00178153; CTRL00178156; CTRL00178158; CTRL00178163; CTRL00178164; CTRL00178165; CTRL00178166; CTRL00178167; CTRL00178168; CTRL00178169; CTRL00178173; CTRL00178174; CTRL00178175; CTRL00178176; CTRL00178177; CTRL00178178; CTRL00178179; CTRL00178238; CTRL00333064; CTRL00333065; CTRL00333066; CTRL00333067; CTRL00333068; CTRL00333493; CTRL00333494; CTRL00333495; CTRL00333496; CTRL00333509; CTRL003335097; CTRL003335098; CTRL003336394; CTRL003336395; CTRL0033366278; CTRL0033366279; CTRL0033366280; CTRL0033366281; CTRL0033366614; CTRL0033366615; CTRL0033366616; CTRL00111325; CTRL00114114; CTRL00114410; CTRL00114429; CTRL00114432; CTRL00114445; CTRL00114604; CTRL00114844; CTRL00114870; CTRL00114989; CTRL00120720; CTRL00120721; CTRL00120723; CTRL00120724; CTRL00120726; CTRL00145197; CTRL00145198; CTRL00145784; CTRL00145876; CTRL00173347; CTRL00173350; CTRL00173352; CTRL00178020; CTRL00178080; CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137; CTRL00178140; CTRL00178155; CTRL00178162; CTRL00178191; CTRL00178227; CTRL00333242; CTRL00333310; CTRL003336304; CTRL003336305; CTRL003338414; CTRL003338425; CTRL003338426; CTRL003338511; CTRL003338513; CTRL003338611; CTRL003338612; CTRL003339801; CTRL003339802; CTRL003339803; CTRL003339848; CTRL003339849; CTRL00340482; CTRL00346870; CTRL00346871; CTRL00346875; CTRL00367769; CTRL00367770;



IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED the Seibel Parties may produce the Crime-Fraud Documents under the Highly Confidential designation set forth in the Stipulated Confidentiality Agreement and Protective Order entered by this Court on March 12, 2019 (the "Stipulated Protective Order").

IT IS SO ORDERED.

Dated this 28th day of October, 2021



MH

Respectfully submitted by:

279 FE0 F29F EFA0  
Approved as to form and content by:  
**Timothy C. Williams**  
**District Court Judge**  
DATED October 27, 2021

DATED October 27, 2021

PISANELLI BICE PLLC

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ M. Magali Mercera  
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Debra L. Spinelli, Esq., Bar No. 9695  
M. Magali Mercera, Esq., Bar No. 11742  
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*Attorneys for The Original Homestead Restaurant*

Approved as to form and content by:

DATED October 27, 2021

FENNEMORE CRAIG, P.C.

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Wade Beavers, Esq. (SBN 13451)  
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*Attorneys for Gordon Ramsay*

CTRL00367771; CTRL00367772; CTRL00338593; CTRL00113723; CTRL00113754;  
CTRL00113762; CTRL00113768; CTRL00114321; CTRL00114322; CTRL00145645;  
CTRL00145661; CTRL00145662; CTRL00145663; CTRL00178086; CTRL00178090; and  
CTRL00178092.

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, October 27, 2021 10:45 AM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

Magali,

You may apply my e-signature to the attached form of order.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com) | [View Bio](#)



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**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, October 27, 2021 9:47 AM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Josh/Paul –

Following our discussion yesterday, while we disagree that additional time is needed to produce the Crime/Fraud documents to the parties, we can agree that the order provide for fourteen (14) days with compliance. We have made the noted change and attached the order here.

## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Wednesday, October 27, 2021 11:22 AM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

You may, thanks

---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, October 27, 2021 12:47 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Josh/Paul –

Following our discussion yesterday, while we disagree that additional time is needed to produce the Crime/Fraud documents to the parties, we can agree that the order provide for fourteen (14) days with compliance. We have made the noted change and attached the order here.

Nevertheless, following our discussion yesterday, we understand that you also disagree with the findings in the order and intend to submit a competing order. Accordingly, since we are unable to agree on a form of order, we will submit our own as well.

John and Alan – Please confirm that we may apply your e-signature to the attached form of order.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
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*Please consider the environment before printing.*

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---

**From:** Joshua Gilmore <JGilmore@baileykennedy.com>  
**Sent:** Tuesday, October 26, 2021 1:54 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/28/2021

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18 "John Tennert, Esq." .

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19 Brittanie T. Watkins .

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20 Dan McNutt .

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22 Diana Barton .

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23 Lisa Anne Heller .

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24 Matt Wolf .

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25 PB Lit .

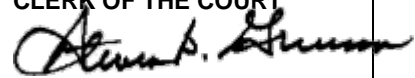
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
ORDER GRANTING CAESARS'  
MOTION TO COMPEL DOCUMENTS  
WITHHELD ON THE BASIS OF  
ATTORNEY-CLIENT PRIVILEGE  
PURSUANT TO THE CRIME-FRAUD  
EXCEPTION**

AND ALL RELATED MATTERS

PLEASE TAKE NOTICE that Findings of Fact, Conclusions of Law, and Order Granting  
Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege

///

Pursuant to the Crime-Fraud Exception was entered in the above-captioned matter on October 28, 2021, a true and correct copy of which is attached hereto.

DATED this 28th day of October 2021.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera  
James J. Pisanelli, Esq., #4027  
Debra L. Spinelli, Esq., #9695  
M. Magali Mercera, Esq., #11742  
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*Attorneys for Desert Palace, Inc.;  
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PHWLV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 28th day of October 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION** to the following:

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Joshua P. Gilmore, Esq.  
Paul C. Williams, Esq.  
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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, and Nominal Plaintiff  
GR Burgr LLC*

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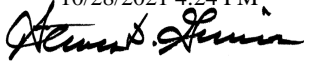
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*Attorneys for Plaintiff in Intervention  
The Original Homestead Restaurant, Inc.*

/s/ Cinda Towne  
An employee of PISANELLI BICE PLLC

  
CLERK OF THE COURT

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION TO COMPEL  
DOCUMENTS WITHHELD ON THE  
BASIS OF ATTORNEY-CLIENT  
PRIVILEGE PURSUANT TO THE  
CRIME-FRAUD EXCEPTION**

Date of Hearing: February 10, 2021

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las  
Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars  
Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood,  
"Caesars,") *Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege*

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*Pursuant to the Crime-Fraud Exception* (the "Motion to Compel"), filed on January 6, 2021, came before this Court for hearing on February 10, 2021, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared"), (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay").

The Court having considered the Motion to Compel, the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

#### **FINDINGS OF FACT**

1. THE COURT FINDS THAT Caesars and MOTI, TPOV, DNT, GR Burgr, LLC, LLTQ, and FERG entered into a series of agreements governing the development, creation, and operation of various restaurants in Las Vegas and Atlantic City beginning in 2009 (the "Seibel Agreements");

2. THE COURT FURTHER FINDS THAT Caesars is a gaming licensee and each of the Seibel Agreements contained representations, warranties, and conditions to ensure that Caesars was not involved in a business relationship with an unsuitable individual and/or entity;

3. THE COURT FURTHER FINDS THAT Seibel began using foreign bank accounts to defraud the IRS in 2004;

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<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."

1           4.       THE COURT FURTHER FINDS THAT, in 2016, after years of investigations,  
2 numerous tolling agreements, and plea negotiations with the U.S. Government, Seibel pleaded  
3 guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal  
4 Revenue Laws, 26 U.S.C. § 7212, a Class E Felony;

5           5.       THE COURT FURTHER FINDS THAT Seibel did not inform Caesars that he was  
6 engaging in criminal activity, being investigated for it, or that he pled guilty to one count of corrupt  
7 endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. §  
8 7212, a Class E Felony;

9           6.       THE COURT FURTHER FINDS THAT Caesars found out through news reports  
10 that Seibel pleaded guilty to a felony and thereafter, Caesars terminated the agreements – as it was  
11 expressly allowed to do – due to Seibel's unsuitability and failure to disclose;

12           7.       THE COURT FURTHER FINDS THAT before Caesars learned of Seibel's criminal  
13 conduct and in an effort to conceal his criminal conviction while still reaping the benefits of his  
14 relationship with Caesars – ten days before entering his guilty plea – Seibel informed Caesars that  
15 he was, among other things, (i) transferring all of the membership interests under certain Seibel-  
16 Affiliated Entities that he held, directly or indirectly, to two individuals in their capacities as trustees  
17 of a trust that he had created (the "Seibel Family 2016 Trust"); (ii) naming other individuals as the  
18 managers of these entities; and (iii) assigning the Seibel Agreements to new entities;

19           8.       THE COURT FURTHER FINDS THAT Seibel did not disclose that he decided to  
20 perform these purported assignments, transfers, and delegations because of his impending felony  
21 conviction;

22           9.       THE COURT FURTHER FINDS THAT these purported transfers were made  
23 specifically to avoid, undermine, and circumvent Caesars' rights to terminate the Seibel  
24 Agreements;

25           10.      THE COURT FURTHER FINDS THAT in this litigation, Seibel has alleged that  
26 his unsuitability "is immaterial and irrelevant because, *inter alia*, he assigned his interests, if any,  
27 in Defendants or the contracts;"

28

1           11.     THE COURT FURTHER FINDS THAT Seibel's long-time counsel, Brian Ziegler  
2 ("Ziegler"), represented to Caesars that "great care was taken to ensure that the trust would never  
3 have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be  
4 guided by your . . . determination;"

5           12.     THE COURT FURTHER FINDS THAT Seibel always intended to receive  
6 benefits/distributions from the Seibel Family 2016 Trust and Seibel took steps – with the assistance  
7 of his attorneys – to be able to do so;

8           13.     THE COURT FURTHER FINDS THAT, shortly before Seibel pleaded guilty, he  
9 undertook a complex scheme that involved (1) creating new entities to which he was purportedly  
10 assigning the interests in certain Seibel-Affiliated Entities; (2) creating the Seibel Family 2016 Trust  
11 to receive the income from said entities; and (3) entering into a prenuptial agreement with his soon  
12 to be wife Bryn Dorfman ("Dorfman") to, in part, continue benefitting from the Seibel Agreements;

13          14.     THE COURT FURTHER FINDS THAT Seibel worked with his attorneys and  
14 Green to create new entities to which he would purportedly assign the Seibel Agreements;

15          15.     THE COURT FURTHER FINDS THAT, after the new entities were created, Seibel  
16 sent letters to Caesars purporting to assign the Seibel Agreements. In each of those letters, Seibel  
17 told Caesars that the agreement would be assigned to a new entity whose membership interests were  
18 ultimately mostly owned by the Seibel Family 2016 Trust. For some of the entities, approximately  
19 less than 1% of the membership interest were held by Green, Ziegler, and Ziegler's children;

20          16.     THE COURT FURTHER FINDS THAT, Seibel falsely told Caesars that the sole  
21 beneficiaries of the Seibel Family 2016 Trust were Netty Wachtel Slushny, Dorfman, and potential  
22 descendants of Seibel;

23          17.     THE COURT FURTHER FINDS THAT Seibel falsely represented that, "[o]ther  
24 than the parties described in th[e] letter[s], there [were] no other parties that have any management  
25 rights, powers or responsibilities regarding, or equity or financial interests in" the new entities;

26          18.     THE COURT FURTHER FINDS THAT these representations were all false and  
27 were made with the intent to deceive Caesars;

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1           19.     THE COURT FURTHER FINDS THAT at or around the same time that Seibel set-  
2 up the new entities and purported to assign the Seibel Agreements to these new entities, Seibel was  
3 secretly negotiating a prenuptial agreement with Dorfman that, by its plain terms, would require  
4 Dorfman to share the distributions she received from the Seibel Family 2016 Trust with Seibel and  
5 ensure that the entities assigned to the Trust would remain Seibel's separate property;

6           20.     THE COURT FURTHER FINDS THAT the prenuptial agreement has not been  
7 amended or nullified;

8           21.     THE COURT FURTHER FINDS THAT Seibel used his lawyers to obtain advice  
9 about setting up the trust and its interplay with the prenuptial agreement;

10          22.     THE COURT FURTHER FINDS THAT Seibel and his attorneys falsely represented  
11 to Caesars that Seibel was disconnected from receiving benefits from the Seibel Family 2016 Trust  
12 and the business interests with Caesars;

13          23.     THE COURT FURTHER FINDS THAT the prenuptial agreement demonstrates that  
14 Seibel always had an interest in receiving distributions from the Seibel Family 2016 Trust – a direct  
15 contradiction to the false representations made to Caesars and this Court;

16          24.     THE COURT FURTHER FINDS THAT all of the statements made to Caesars about  
17 Seibel's purported disassociation were false when made and designed exclusively for the purpose  
18 of defrauding Caesars so that Seibel could continue to benefit from the relationship despite his  
19 unsuitability to conduct business with a gaming licensee;

20          25.     THE COURT FURTHER FINDS THAT, on June 8, 2021, this Court entered its first  
21 Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Compel Documents  
22 Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (the  
23 "June 8, 2021 Order"). In that order, the Court held that Caesars had met its initial burden of proof  
24 and established that Seibel's representations as to the independence of the Seibel Family 2016 Trust  
25 were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his  
26 unsuitability to conduct business with a gaming licensee. As a result, communications seeking  
27 legal advice for creation of the prenuptial agreement and the Seibel Family 2016 Trust are  
28

discoverable under the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to defraud Caesars;

26. THE COURT FURTHER FINDS THAT, pursuant to the June 8, 2021 Order, the Court ordered the Seibel Parties to submit the following documents from their privilege log to the Court for an *in camera* review: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852; CTRL00145759; CTRL00145772; CTRL00145774; CTRL00145775; CTRL00145777; CTRL00145789; CTRL00145790; CTRL00145791; CTRL00145792; CTRL00145877; CTRL00145878; CTRL00145879; CTRL00145895; CTRL00145896; CTRL00145897; CTRL00177870; CTRL00177871; CTRL00177872; CTRL00177873; CTRL00177874; CTRL00178124; CTRL00178125; CTRL00178141; CTRL00178153; CTRL00178156; CTRL00178158; CTRL00178163; CTRL00178164; CTRL00178165; CTRL00178166; CTRL00178167; CTRL00178168; CTRL00178169; CTRL00178173; CTRL00178174; CTRL00178175; CTRL00178176; CTRL00178177; CTRL00178178; CTRL00178179; CTRL00178238; CTRL00333064; CTRL00333065; CTRL00333066; CTRL00333067; CTRL00333068; CTRL00334493; CTRL00334494; CTRL00334495; CTRL00334496; CTRL00335096; CTRL00335097; CTRL00335098; CTRL00336394; CTRL00336395; CTRL00366278; CTRL00366279; CTRL00366280; CTRL00366281; CTRL00366614; CTRL00366615; CTRL00366616; CTRL00111325; CTRL00114114; CTRL00114410; CTRL00114429;

CTRL00114432; CTRL00114445; CTRL00114604; CTRL00114844; CTRL00114870;  
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CTRL00120726; CTRL00145197; CTRL00145198; CTRL00145784; CTRL00145876;  
CTRL00173347; CTRL00173350; CTRL00173352; CTRL00178020; CTRL00178080;  
CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137;  
CTRL00178140; CTRL00178155; CTRL00178162; CTRL00178191; CTRL00178227;  
CTRL00333242; CTRL00333310; CTRL00366304; CTRL00366305; CTRL00338414;  
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CTRL00367769; CTRL00367770; CTRL00367771; CTRL00367772; CTRL00338593;  
CTRL00113723; CTRL00113754; CTRL00113762; CTRL00113768; CTRL00114321;  
CTRL00114322; CTRL00145645; CTRL00145661; CTRL00145662; CTRL00145663;  
CTRL00178086; CTRL00178090; and CTRL00178092 (collectively the "Crime/Fraud Documents");

27. THE COURT FURTHER FINDS THAT the Seibel Parties submitted the Crime/Fraud Documents to this Court for *in camera* review on June 18, 2021;

28. THE COURT FURTHER FINDS THAT, following its review of the Crime/Fraud Documents, the Court issued a minute order on August 18, 2021 (the "Minute Order");<sup>2</sup>

29. THE COURT FURTHER FINDS THAT, following its review of the Crime/Fraud Documents, the Court determined that the Seibel prenuptial agreement was not legitimately prepared for estate purposes; and

30. THE COURT FURTHER FINDS THAT an issue exists as to the effect of the prenuptial agreement with Seibel's wife and its interplay with the Seibel Family 2016 Trust.

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<sup>2</sup> The Court *sua sponte* sealed the August 18, 2021 Minute Order. The Minute Order is incorporated herein by reference as if restated in its entirety.



## CONCLUSIONS OF LAW

1  
2 1. In Nevada, the attorney-client privilege protects communications between a client  
3 (or their representative) and their attorney (or their representative) "[m]ade for the purpose of  
4 facilitating the rendition of professional legal services to the client, by the client or the client's  
5 lawyer to a lawyer representing another in a matter of common interest." NRS § 49.095.

6 2. "The purpose of the attorney-client privilege 'is to encourage clients to make full  
7 disclosures to their attorneys in order to promote the broader public interests of recognizing the  
8 importance of fully informed advocacy in the administration of justice.'" *Canarelli v. Eighth*  
9 *Judicial Dist. Ct.*, 464 P.3d 114, 119 (2020) (quoting *Wynn Resorts, Ltd. v. Eighth Judicial Dist.*  
10 *Ct.*, 133 Nev. 369, 374, 399 P.3d 334, 341 (2017)). "The party asserting the privilege has the burden  
11 to prove that the material is in fact privileged." *Id.* at 120 (citing *Ralls v. United States*, 52 F.3d 223,  
12 225 (9th Cir. 1995)). However, "[i]t is well settled that privileges, whether creatures of statute or  
13 the common law, should be interpreted and applied narrowly." *Id.* at 120 (quoting *Clark Cty. Sch.*  
14 *Dist. v. Las Vegas Review-Journal*, 134 Nev. 700, 705, 429 P.3d 313, 318 (2018)).

15 3. Under Nevada law, no attorney-client privilege exists, "[i]f the services of the lawyer  
16 were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew  
17 or reasonably should have known to be a crime or fraud." NRS § 49.115(1).

18 4. "The 'crime-fraud exception' to the privilege protects against abuse of the attorney-  
19 client relationship." *In re Napster, Inc. Copyright Litig.*, 479 F.3d 1078, 1090 (9th Cir. 2007),  
20 *abrogated on other grounds by Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100 (2009).  
21 Specifically, "where the client seeks the advice for 'future wrongdoing,' the crime-fraud exception  
22 will not protect communications 'made for the purpose of getting advice for the commission of a  
23 fraud or crime.'" *Hernandez v. Creative Concepts, Inc.*, No. 2:10-CV-02132-PMP, 2013 WL  
24 1405776, at \*4 (D. Nev. Apr. 5, 2013) (quoting *United States v. Zolin*, 491 U.S. 554, 562-63  
25 (1989)); *see also In re Grand Jury Investigation*, 810 F.3d 1110, 1113 (9th Cir. 2016) (internal  
26 quotations omitted) ("Under the crime-fraud exception, communications are not privileged when  
27 the client consults an attorney for advice that will serve him in the commission of a fraud or  
28 crime."); *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (quoting *Clark v. United States*, 289

U.S. 1, 15 (1933)) ("The privilege takes flight if the relation is abused. A client who consults an attorney for advice that will serve him in the commission of a fraud will have no help from the law. He must let the truth be told.").

5. Importantly, "[t]he planned crime or fraud need not have succeeded for the exception to apply." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090. "The client's abuse of the attorney-client relationship, not his or her successful criminal or fraudulent act, vitiates the privilege." *Id.* (citation omitted). Indeed, "[t]he attorney need not have been aware that the client harbored an improper purpose." *Lewis v. Delta Air Lines, Inc.*, No. 214CV01683RFBGWF, 2015 WL 9460124, at \*2 (D. Nev. Dec. 23, 2015) (citation omitted).

6. "[T]he crime-fraud exception is not strictly limited to cases alleging criminal violations or common law fraud." *Lewis*, 2015 WL 9460124, at \*3. "The term 'crime/fraud exception,' . . . , is 'a bit of a misnomer . . . as many courts have applied the exception to situations falling well outside of the definitions of crime or fraud.'" *Rambus, Inc. v. Infineon Techs. AG*, 222 F.R.D. 280, 288 (E.D. Va. 2004) (internal citations omitted); *see, e.g., Cooksey v. Hilton Int'l Co.*, 863 F. Supp. 150, 151 (S.D.N.Y. 1994) (upholding magistrate judge's application of the crime-fraud exception and finding that "the facts of th[e] case demonstrate[d] if not an actual fraud, at least an intent on the part of defendants to defraud plaintiff."); *Volcanic Gardens Mgmt. Co. v. Paxson*, 847 S.W.2d 343, 348 (Tex. App. 1993) ("The crime/fraud exception comes into play when a prospective client seeks the assistance of an attorney in order to make a false statement or statements of material fact or law to a third person or the court for personal advantage."); *Horizon of Hope Ministry v. Clark Cty., Ohio*, 115 F.R.D. 1, 5 (S.D. Ohio 1986) ("Attorney/client communications which are in perpetuation of a tort are not privileged.").

7. To invoke the crime-fraud exception, the moving party must first "show that the client was engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to further the scheme." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). "Mere allegations of fraud or criminality do not suffice." *Garcia v. Serv. Emps. Int'l Union*, No. 217CV01340APGNJK, 2018 WL 6566563, at \*5 (D. Nev. Sept. 6, 2018) (citations omitted). Instead, "[a] movant in a civil case must show by a preponderance of the evidence that

1 the attorney's services were utilized in furtherance of an ongoing unlawful scheme." *Id.* (citing *In*  
2 *re Napster Inc. Copyright Litig.*, 479 F.3d at 1090).

3 8. Next, the moving party must "demonstrate that the attorney-client communications  
4 for which production is sought are sufficiently related to and were made in furtherance of [the]  
5 intended, or present, continuing illegality." *In re Grand Jury Investigation*, 810 F.3d at 1113  
6 (internal quotations omitted). This second step is accomplished through an *in camera* review of the  
7 documents. *See id.* at 1114 (internal quotations omitted) ("[A] district court must examine the  
8 individual documents themselves to determine that the specific attorney-client communications for  
9 which production is sought are sufficiently related to and were made in furtherance of the intended,  
10 or present, continuing illegality.").

11 9. Caesars met its initial burden of proof showing that Seibel was engaged in a  
12 fraudulent scheme when he sought the advice of his counsel to further the scheme. *See In re*  
13 *Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). Specifically, Caesars  
14 established that Seibel's representations as to the independence of the Seibel Family 2016 Trust  
15 were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his  
16 unsuitability to conduct business with a gaming licensee.

17 10. Following the Court's *in camera* review of the Crime/Fraud Documents, the Court  
18 has determined that the Crime/Fraud Documents are sufficiently related to and were made in  
19 furtherance of intended, or present, continuing fraud. *See In re Grand Jury Investigation*, 810 F.3d  
20 at 1113. It appears to the Court that the documents are related to and were made in furtherance of  
21 Seibel's fraudulent scheme. Accordingly, the Court determines that Caesars has met its second  
22 burden of demonstrating that the Crime/Fraud Exception applies. Specifically, Caesars has  
23 established that the Crime/Fraud Documents are sufficiently related to and were made in  
24 furtherance of Seibel's intended fraudulent scheme that he could continue to benefit from the Seibel  
25 Agreements despite his unsuitability to conduct business with a gaming licensee

26 11. Thus, the Crime/Fraud Documents are discoverable and subject to production under  
27 the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to  
28 defraud Caesars.

**ORDER**

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

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall produce the Crime/Fraud Documents<sup>3</sup> to the parties in this action within fourteen (14) days of notice of entry of this Order;

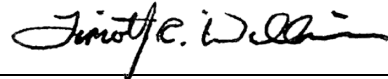
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<sup>3</sup> The Crime-Fraud Documents include documents from the Seibel Parties' privilege log bearing numbers CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852; CTRL00145759; CTRL00145772; CTRL00145774; CTRL00145775; CTRL00145777; CTRL00145789; CTRL00145790; CTRL00145791; CTRL00145792; CTRL00145877; CTRL00145878; CTRL00145879; CTRL00145895; CTRL00145896; CTRL00145897; CTRL00177870; CTRL00177871; CTRL00177872; CTRL00177873; CTRL00177874; CTRL00178124; CTRL00178125; CTRL00178141; CTRL00178153; CTRL00178156; CTRL00178158; CTRL00178163; CTRL00178164; CTRL00178165; CTRL00178166; CTRL00178167; CTRL00178168; CTRL00178169; CTRL00178173; CTRL00178174; CTRL00178175; CTRL00178176; CTRL00178177; CTRL00178178; CTRL00178179; CTRL00178238; CTRL00333064; CTRL00333065; CTRL00333066; CTRL00333067; CTRL00333068; CTRL00333493; CTRL00333494; CTRL00333495; CTRL00333496; CTRL00333509; CTRL003335097; CTRL003335098; CTRL003336394; CTRL003336395; CTRL0033366278; CTRL0033366279; CTRL0033366280; CTRL0033366281; CTRL0033366614; CTRL0033366615; CTRL0033366616; CTRL00111325; CTRL00114114; CTRL00114410; CTRL00114429; CTRL00114432; CTRL00114445; CTRL00114604; CTRL00114844; CTRL00114870; CTRL00114989; CTRL00120720; CTRL00120721; CTRL00120723; CTRL00120724; CTRL00120726; CTRL00145197; CTRL00145198; CTRL00145784; CTRL00145876; CTRL00173347; CTRL00173350; CTRL00173352; CTRL00178020; CTRL00178080; CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137; CTRL00178140; CTRL00178155; CTRL00178162; CTRL00178191; CTRL00178227; CTRL00333242; CTRL00333310; CTRL003336304; CTRL003336305; CTRL003338414; CTRL003338425; CTRL003338426; CTRL003338511; CTRL003338513; CTRL003338611; CTRL003338612; CTRL003339801; CTRL003339802; CTRL003339803; CTRL003339848; CTRL003339849; CTRL00340482; CTRL00346870; CTRL00346871; CTRL00346875; CTRL00367769; CTRL00367770;

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED the Seibel Parties may produce the Crime-Fraud Documents under the Highly Confidential designation set forth in the Stipulated Confidentiality Agreement and Protective Order entered by this Court on March 12, 2019 (the "Stipulated Protective Order").

IT IS SO ORDERED.

Dated this 28th day of October, 2021



MH

Respectfully submitted by:

**279 FE0 F29F EFA0**  
**Timothy C. Williams**  
**District Court Judge**  
Approved as to form and content by:  
DATED October 27, 2021

DATED October 27, 2021

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CTRL00113762; CTRL00113768; CTRL00114321; CTRL00114322; CTRL00145645;  
CTRL00145661; CTRL00145662; CTRL00145663; CTRL00178086; CTRL00178090; and  
CTRL00178092.

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, October 27, 2021 10:45 AM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

Magali,

You may apply my e-signature to the attached form of order.

Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

[jtennert@fennemorelaw.com](mailto:jtennert@fennemorelaw.com) | [View Bio](#)



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---

**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, October 27, 2021 9:47 AM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Josh/Paul –

Following our discussion yesterday, while we disagree that additional time is needed to produce the Crime/Fraud documents to the parties, we can agree that the order provide for fourteen (14) days with compliance. We have made the noted change and attached the order here.

## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Wednesday, October 27, 2021 11:22 AM  
**To:** Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Susan Russo  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

CAUTION: This message is from an EXTERNAL SENDER.

You may, thanks

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**From:** Magali Mercera <mmm@pisanellibice.com>  
**Sent:** Wednesday, October 27, 2021 12:47 PM  
**To:** Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>  
**Subject:** RE: Desert Palace v. Seibel: FFCL & Order Granting MCOM to Compel Crime-Fraud Documents

Josh/Paul –

Following our discussion yesterday, while we disagree that additional time is needed to produce the Crime/Fraud documents to the parties, we can agree that the order provide for fourteen (14) days with compliance. We have made the noted change and attached the order here.

Nevertheless, following our discussion yesterday, we understand that you also disagree with the findings in the order and intend to submit a competing order. Accordingly, since we are unable to agree on a form of order, we will submit our own as well.

John and Alan – Please confirm that we may apply your e-signature to the attached form of order.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: (702) 214-2100  
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**From:** Joshua Gilmore <JGilmore@baileykennedy.com>  
**Sent:** Tuesday, October 26, 2021 1:54 PM  
**To:** Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/28/2021

15 Robert Atkinson robert@nv-lawfirm.com

16 Kevin Sutehall ksutehall@foxrothschild.com

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

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

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22 Diana Barton . db@pisanellibice.com

23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

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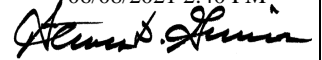
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CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027  
JJP@pisanellibice.com  
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M. Magali Mercera, Esq., Bar No. 11742  
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION TO COMPEL  
DOCUMENTS WITHHELD ON THE  
BASIS OF ATTORNEY-CLIENT  
PRIVILEGE PURSUANT TO THE  
CRIME-FRAUD EXCEPTION**

Date of Hearing: February 10, 2021

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege*

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

*Pursuant to the Crime-Fraud Exception* (the "Motion to Compel"), filed on January 6, 2021, came before this Court for hearing on February 10, 2021, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared"), (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay").

The Court having considered the Motion to Compel, the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

#### **FINDINGS OF FACT**

1. THE COURT FINDS THAT, Caesars and MOTI, TPOV, DNT, GR Burgr, LLC, LLTQ, and FERG entered into a series of agreements governing the development, creation, and operation of various restaurants in Las Vegas and Atlantic City beginning in 2009 (the "Seibel Agreements");

2. THE COURT FURTHER FINDS THAT, Caesars is a gaming licensee and each of the Seibel Agreements contained representations, warranties, and conditions to ensure that Caesars was not involved in a business relationship with an unsuitable individual and/or entity;

3. THE COURT FURTHER FINDS THAT, Seibel began using foreign bank accounts to defraud the IRS in 2004;

---

<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."

1           4.       THE COURT FURTHER FINDS THAT, in 2016, after years of investigations,  
2 numerous tolling agreements, and plea negotiations with the U.S. Government, Seibel pleaded  
3 guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal  
4 Revenue Laws, 26 U.S.C. § 7212, a Class E Felony;

5           5.       THE COURT FURTHER FINDS THAT, Seibel did not inform Caesars that he was  
6 engaging in criminal activity, being investigated for it, or that he pled guilty to one count of corrupt  
7 endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. §  
8 7212, a Class E Felony;

9           6.       THE COURT FURTHER FINDS THAT, Caesars found out through news reports  
10 that Seibel pleaded guilty to a felony and thereafter, Caesars terminated the agreements – as it was  
11 expressly allowed to do – due to Seibel's unsuitability and failure to disclose;

12           7.       THE COURT FURTHER FINDS THAT, before Caesars learned of Seibel's  
13 criminal conduct and in an effort to conceal his criminal conviction while still reaping the benefits  
14 of his relationship with Caesars – ten days before entering his guilty plea – Seibel informed Caesars  
15 that he was, among other things, (i) transferring all of the membership interests under certain Seibel-  
16 Affiliated Entities that he held, directly or indirectly, to two individuals in their capacities as trustees  
17 of a trust that he had created (the "Seibel Family 2016 Trust"); (ii) naming other individuals as the  
18 managers of these entities; and (iii) assigning the Seibel Agreements to new entities;

19           8.       THE COURT FURTHER FINDS THAT, Seibel did not disclose that he decided to  
20 perform these purported assignments, transfers, and delegations because of his impending felony  
21 conviction;

22           9.       THE COURT FURTHER FINDS THAT, these purported transfers were made  
23 specifically to avoid, undermine, and circumvent Caesars' rights to terminate the Seibel  
24 Agreements;

25           10.      THE COURT FURTHER FINDS THAT in this litigation, Seibel has alleged that  
26 his unsuitability "is immaterial and irrelevant because, *inter alia*, he assigned his interests, if any,  
27 in Defendants or the contracts;"

28

1           11.     THE COURT FURTHER FINDS THAT, Seibel's long-time counsel, Brian Ziegler  
2 ("Ziegler"), represented to Caesars that "great care was taken to ensure that the trust would never  
3 have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be  
4 guided by your . . . determination;"

5           12.     THE COURT FURTHER FINDS THAT, Seibel always intended to receive  
6 benefits/distributions from the Seibel Family 2016 Trust and Seibel took steps – with the assistance  
7 of his attorneys – to be able to do so;

8           13.     THE COURT FURTHER FINDS THAT, shortly before Seibel pleaded guilty, he  
9 undertook a complex scheme that involved (1) creating new entities to which he was purportedly  
10 assigning the interests in certain Seibel-Affiliated Entities; (2) creating the Seibel Family 2016 Trust  
11 to receive the income from said entities; and (3) entering into a prenuptial agreement with his soon  
12 to be wife Bryn Dorfman ("Dorfman") to, in part, continue benefitting from the Seibel Agreements;

13           14.     THE COURT FURTHER FINDS THAT, Seibel worked with his attorneys and  
14 Green to create new entities to which he would purportedly assign the Seibel Agreements;

15           15.     THE COURT FURTHER FINDS THAT, after the new entities were created, Seibel  
16 sent letters to Caesars purporting to assign the Seibel Agreements. In each of those letters, Seibel  
17 told Caesars that the agreement would be assigned to a new entity whose membership interests were  
18 ultimately mostly owned by the Seibel Family 2016 Trust. For some of the entities, approximately  
19 less than 1% of the membership interest were held by Green, Ziegler, and Ziegler's children;

20           16.     THE COURT FURTHER FINDS THAT, Seibel falsely told Caesars that the sole  
21 beneficiaries of the Seibel Family 2016 Trust were Netty Wachtel Slushny, Dorfman, and potential  
22 descendants of Seibel;

23           17.     THE COURT FURTHER FINDS THAT, Seibel falsely represented that, "[o]ther  
24 than the parties described in th[e] letter[s], there [were] no other parties that have any management  
25 rights, powers or responsibilities regarding, or equity or financial interests in" the new entities;

26           18.     THE COURT FURTHER FINDS THAT, these representations were all false and  
27 were made with the intent to deceive Caesars;

28

8           21.     THE COURT FURTHER FINDS THAT, Seibel used his lawyers to obtain advice  
9     about setting up the trust and its interplay with the prenuptial agreement;

22. THE COURT FURTHER FINDS THAT, Seibel and his attorneys falsely  
represented to Caesars that Seibel was disconnected from receiving benefits from the Seibel Family  
2016 Trust and the business interests with Caesars;

23. THE COURT FURTHER FINDS THAT, the prenuptial agreement demonstrates  
that Seibel always had an interest in receiving distributions from the Seibel Family 2016 Trust – a  
direct contradiction to the false representations made to Caesars and this Court;

24. THE COURT FURTHER FINDS THAT, all of the statements made to Caesars about Seibel's purported disassociation were false when made and designed exclusively for the purpose of defrauding Caesars so that Seibel could continue to benefit from the relationship despite his unsuitability to conduct business with a gaming licensee; and

20 25. THE COURT FURTHER FINDS THAT, an issue exists as to the effect of the  
21 prenuptial agreement with Seibel's wife and its interplay with the Seibel Family 2016 Trust.

1. In Nevada, the attorney-client privilege protects communications between a client (or their representative) and their attorney (or their representative) "[m]ade for the purpose of facilitating the rendition of professional legal services to the client, by the client or the client's lawyer to a lawyer representing another in a matter of common interest." NRS § 49.095.

27           2.       "The purpose of the attorney-client privilege 'is to encourage clients to make full  
28 disclosures to their attorneys in order to promote the broader public interests of recognizing the

1 importance of fully informed advocacy in the administration of justice." *Canarelli v. Eighth*  
2 *Judicial Dist. Ct.*, 464 P.3d 114, 119 (2020) (quoting *Wynn Resorts, Ltd. v. Eighth Judicial Dist.*  
3 *Ct.*, 133 Nev. 369, 374, 399 P.3d 334, 341 (2017)). "The party asserting the privilege has the burden  
4 to prove that the material is in fact privileged." *Id.* at 120 (citing *Ralls v. United States*, 52 F.3d 223,  
5 225 (9th Cir. 1995)). However, "[i]t is well settled that privileges, whether creatures of statute or  
6 the common law, should be interpreted and applied narrowly." *Id.* at 120 (quoting *Clark Cty. Sch.*  
7 *Dist. v. Las Vegas Review-Journal*, 134 Nev. 700, 705, 429 P.3d 313, 318 (2018)).

8 3. Under Nevada law, no attorney-client privilege exists, "[i]f the services of the lawyer  
9 were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew  
10 or reasonably should have known to be a crime or fraud." NRS § 49.115(1).

11 4. "The 'crime-fraud exception' to the privilege protects against abuse of the attorney-  
12 client relationship." *In re Napster, Inc. Copyright Litig.*, 479 F.3d 1078, 1090 (9th Cir. 2007),  
13 *abrogated on other grounds by Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100 (2009).  
14 Specifically, "where the client seeks the advice for 'future wrongdoing,' the crime-fraud exception  
15 will not protect communications 'made for the purpose of getting advice for the commission of a  
16 fraud or crime.'" *Hernandez v. Creative Concepts, Inc.*, No. 2:10-CV-02132-PMP, 2013 WL  
17 1405776, at \*4 (D. Nev. Apr. 5, 2013) (quoting *United States v. Zolin*, 491 U.S. 554, 562-63  
18 (1989)); *see also In re Grand Jury Investigation*, 810 F.3d 1110, 1113 (9th Cir. 2016) (internal  
19 quotations omitted) ("Under the crime-fraud exception, communications are not privileged when  
20 the client consults an attorney for advice that will serve him in the commission of a fraud or  
21 crime."); *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (quoting *Clark v. United States*, 289  
22 U.S. 1, 15 (1933)) ("The privilege takes flight if the relation is abused. A client who consults an  
23 attorney for advice that will serve him in the commission of a fraud will have no help from the law.  
24 He must let the truth be told.").

25 5. Importantly, "[t]he planned crime or fraud need not have succeeded for the exception  
26 to apply." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090. "The client's abuse of the attorney-  
27 client relationship, not his or her successful criminal or fraudulent act, vitiates the privilege." *Id.*  
28 (citation omitted). Indeed, "[t]he attorney need not have been aware that the client harbored an



improper purpose." *Lewis v. Delta Air Lines, Inc.*, No. 214CV01683RFBGWF, 2015 WL 9460124, at \*2 (D. Nev. Dec. 23, 2015) (citation omitted).

6. "[T]he crime-fraud exception is not strictly limited to cases alleging criminal violations or common law fraud." *Lewis*, 2015 WL 9460124, at \*3. "The term 'crime/fraud exception,' . . . , is 'a bit of a misnomer . . . as many courts have applied the exception to situations falling well outside of the definitions of crime or fraud.'" *Rambus, Inc. v. Infineon Techs. AG*, 222 F.R.D. 280, 288 (E.D. Va. 2004) (internal citations omitted); *see, e.g., Cooksey v. Hilton Int'l Co.*, 863 F. Supp. 150, 151 (S.D.N.Y. 1994) (upholding magistrate judge's application of the crime-fraud exception and finding that "the facts of th[e] case demonstrate[d] if not an actual fraud, at least an intent on the part of defendants to defraud plaintiff."); *Volcanic Gardens Mgmt. Co. v. Paxson*, 847 S.W.2d 343, 348 (Tex. App. 1993) ("The crime/fraud exception comes into play when a prospective client seeks the assistance of an attorney in order to make a false statement or statements of material fact or law to a third person or the court for personal advantage."); *Horizon of Hope Ministry v. Clark Cty., Ohio*, 115 F.R.D. 1, 5 (S.D. Ohio 1986) ("Attorney/client communications which are in perpetuation of a tort are not privileged.").

7. To invoke the crime-fraud exception, the moving party must first "show that the client was engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to further the scheme." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). "Mere allegations of fraud or criminality do not suffice." *Garcia v. Serv. Emps. Int'l Union*, No. 217CV01340APGNJK, 2018 WL 6566563, at \*5 (D. Nev. Sept. 6, 2018) (citations omitted). Instead, "[a] movant in a civil case must show by a preponderance of the evidence that the attorney's services were utilized in furtherance of an ongoing unlawful scheme." *Id.* (citing *In re Napster Inc. Copyright Litig.*, 479 F.3d at 1090).

8. Next, the moving party must "demonstrate that the attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of [the] intended, or present, continuing illegality." *In re Grand Jury Investigation*, 810 F.3d at 1113 (internal quotations omitted). This second step is accomplished through an *in camera* review of the documents. *See id.* at 1114 (internal quotations omitted) ("[A] district court must examine the

individual documents themselves to determine that the specific attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of the intended, or present, continuing illegality.").

9. Caesars has met its initial burden of proof and established that Seibel's representations as to the independence of the Seibel Family 2016 Trust were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his unsuitability to conduct business with a gaming licensee.

10. An issue exists as to the effect of Seibel's prenuptial agreement with his wife and its interplay with the Seibel Family 2016 Trust.

11. Thus, communications seeking legal advice for creation of the prenuptial agreement and the Seibel Family 2016 Trust are discoverable under the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to defraud Caesars.

### ORDER

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

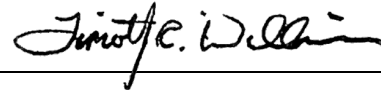
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall submit the following documents from their privilege log to the Court for *in camera* review within ten (10) days of notice of entry of this Order: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852;

1	CTRL00145759;	CTRL00145772;	CTRL00145774;	CTRL00145775;	CTRL00145777;
2	CTRL00145789;	CTRL00145790;	CTRL00145791;	CTRL00145792;	CTRL00145877;
3	CTRL00145878;	CTRL00145879;	CTRL00145895;	CTRL00145896;	CTRL00145897;
4	CTRL00177870;	CTRL00177871;	CTRL00177872;	CTRL00177873;	CTRL00177874;
5	CTRL00178124;	CTRL00178125;	CTRL00178141;	CTRL00178153;	CTRL00178156;
6	CTRL00178158;	CTRL00178163;	CTRL00178164;	CTRL00178165;	CTRL00178166;
7	CTRL00178167;	CTRL00178168;	CTRL00178169;	CTRL00178173;	CTRL00178174;
8	CTRL00178175;	CTRL00178176;	CTRL00178177;	CTRL00178178;	CTRL00178179;
9	CTRL00178238;	CTRL00333064;	CTRL00333065;	CTRL00333066;	CTRL00333067;
10	CTRL00333068;	CTRL00334493;	CTRL00334494;	CTRL00334495;	CTRL00334496;
11	CTRL00335096;	CTRL00335097;	CTRL00335098;	CTRL00336394;	CTRL00336395;
12	CTRL00366278;	CTRL00366279;	CTRL00366280;	CTRL00366281;	CTRL00366614;
13	CTRL00366615;	CTRL00366616;	CTRL00111325;	CTRL00114114;	CTRL00114410;
14	CTRL00114429;	CTRL00114432;	CTRL00114445;	CTRL00114604;	CTRL00114844;
15	CTRL00114870;	CTRL00114989;	CTRL00120720;	CTRL00120721;	CTRL00120723;
16	CTRL00120724;	CTRL00120726;	CTRL00145197;	CTRL00145198;	CTRL00145784;
17	CTRL00145876;	CTRL00173347;	CTRL00173350;	CTRL00173352;	CTRL00178020;
18	CTRL00178080;	CTRL00178092;	CTRL00178094;	CTRL00178115;	CTRL00178120;
19	CTRL00178137;	CTRL00178140;	CTRL00178155;	CTRL00178162;	CTRL00178191;
20	CTRL00178227;	CTRL00333242;	CTRL00333310;	CTRL00366304;	CTRL00366305;
21	CTRL00338414;	CTRL00338425;	CTRL00338426;	CTRL00338511;	CTRL00338513;
22	CTRL00338611;	CTRL00338612;	CTRL00339801;	CTRL00339802;	CTRL00339803;
23	CTRL00339848;	CTRL00339849;	CTRL00340482;	CTRL00346870;	CTRL00346871;
24	CTRL00346875;	CTRL00367769;	CTRL00367770;	CTRL00367771;	CTRL00367772;
25	CTRL00338593;	CTRL00113723;	CTRL00113754;	CTRL00113762;	CTRL00113768;
26	CTRL00114321;	CTRL00114322;	CTRL00145645;	CTRL00145661;	CTRL00145662;
27	CTRL00145663; CTRL00178086; CTRL00178090; and CTRL00178092.				
28					

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall examine, *in camera*, the above identified documents to determine whether they are sufficiently related to and were made in furtherance of intended or continued illegality and, thus, whether the same must be produced to Caesars.

IT IS SO ORDERED.

Dated this 8th day of June, 2021



AAA F5E 5E2F 4B5B

NS

Respectfully submitted by:

Approved as to form and content by:

**Timothy C. Williams**  
**District Court Judge**

DATED June 4, 2021

DATED May 27, 2021

PISANELLI BICE PLLC

LEBENSFELD SHARON & SCHWARTZ P.C.

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

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

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

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

*Attorneys for The Original Homestead  
Restaurant, Inc*

Approved as to form and content by:

DATED May 27, 2021

FENNEMORE CRAIG, P.C.

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

*Attorneys for Gordon Ramsay*

## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Thursday, May 27, 2021 6:17 PM  
**To:** Magali Mercera  
**Cc:** Joshua Gilmore; Stephanie Glantz; Paul Williams; Tennert, John; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne  
**Subject:** Re: Desert Palace v. Seibel: FFCL Granting Motion to Compel Documents Pursuant to Crime-Fraud Exception

CAUTION: External Email

You may

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On May 27, 2021, at 8:04 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Josh/Stephanie –

Thank you for hopping on a call yesterday. Following our discussion, we went back and reviewed your proposed revisions to the findings of fact and conclusions of law. While we made a few changes you suggested, we cannot agree to the majority of your revisions. Please note that we did not change the reference of “Seibel-Affiliated Entities” to “Development Entities” as we discussed yesterday to remain consistent with how we referred to the parties in our briefing.

We believe our proposed findings of fact and conclusions of law are supported by the record and follows the Court’s minute order directing us to “prepare a Findings of Fact, Conclusions of Law and Order based not only on the court’s minute order but the pleadings on file herein, argument of counsel, and the entire record.”

Please advise if you are willing to sign this order or if competing orders will be necessary.

John/Alan – Please advise if we may apply your e-signature to this version of the findings of fact and conclusions of law.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

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



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<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2.docx>

<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2 (redline).docx>

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Thursday, May 27, 2021 6:37 PM  
**To:** Magali Mercera  
**Cc:** Joshua Gilmore; Stephanie Glantz; Paul Williams; Alan Lebensfeld; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne  
**Subject:** Re: Desert Palace v. Seibel: FFCL Granting Motion to Compel Documents Pursuant to Crime-Fraud Exception

CAUTION: External Email

Magali,  
Please apply my e-signature.  
Thanks,  
John

Sent from my iPhone

John D. Tennert III, Director

---

**FENNEMORE.**

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



**CONFIDENTIALITY NOTICE:** The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

On May 27, 2021, at 5:05 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Josh/Stephanie –

Thank you for hopping on a call yesterday. Following our discussion, we went back and reviewed your proposed revisions to the findings of fact and conclusions of law. While we made a few changes you suggested, we cannot agree to the majority of your revisions. Please note that we did not change the

reference of "Seibel-Affiliated Entities" to "Development Entities" as we discussed yesterday to remain consistent with how we referred to the parties in our briefing.

We believe our proposed findings of fact and conclusions of law are supported by the record and follows the Court's minute order directing us to "prepare a Findings of Fact, Conclusions of Law and Order based not only on the court's minute order but the pleadings on file herein, argument of counsel, and the entire record."

Please advise if you are willing to sign this order or if competing orders will be necessary.

John/Alan – Please advise if we may apply your e-signature to this version of the findings of fact and conclusions of law.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

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<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2.docx>

<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2 (redline).docx>



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/8/2021

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

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lit@pisanellibice.com

18 "John Tennert, Esq." .

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19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

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22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

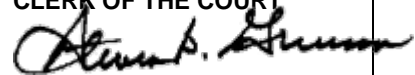
lit@pisanellibice.com

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27  
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
ORDER GRANTING CAESARS'  
MOTION TO COMPEL DOCUMENTS  
WITHHELD ON THE BASIS OF  
ATTORNEY-CLIENT PRIVILEGE  
PURSUANT TO THE CRIME-FRAUD  
EXCEPTION**

AND ALL RELATED MATTERS

PLEASE TAKE NOTICE that Findings of Fact, Conclusions of Law, and Order Granting  
Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege

///

Pursuant to the Crime-Fraud Exception was entered in the above-captioned matter on June 8, 2021, a true and correct copy of which is attached hereto.

DATED this 8th day of June 2021.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera  
James J. Pisanelli, Esq., #4027  
Debra L. Spinelli, Esq., #9695  
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 8th day of June 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION** to the following:

John R. Bailey, Esq.  
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Joshua P. Gilmore, Esq.  
Paul C. Williams, Esq.  
Stephanie J. Glantz, Esq.  
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*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, and Nominal Plaintiff  
GR Burgr LLC*

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Wade Beavers, Esq.  
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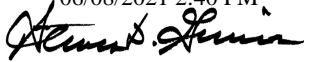
*Attorneys for Gordon Ramsay*

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

/s/ Cinda Towne  
An employee of PISANELLI BICE PLLC

  
CLERK OF THE COURT

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
CAESARS' MOTION TO COMPEL  
DOCUMENTS WITHHELD ON THE  
BASIS OF ATTORNEY-CLIENT  
PRIVILEGE PURSUANT TO THE  
CRIME-FRAUD EXCEPTION**

Date of Hearing: February 10, 2021

Time of Hearing: 9:00 a.m.

AND ALL RELATED MATTERS

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las  
Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars  
Atlantic City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood,  
"Caesars,") *Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege*

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

*Pursuant to the Crime-Fraud Exception* (the "Motion to Compel"), filed on January 6, 2021, came before this Court for hearing on February 10, 2021, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Joshua P. Gilmore, Esq., and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT"), appearing derivatively by and through R Squared Global Solutions, LLC ("R Squared"), (collectively the "Seibel-Affiliated Entities"), Rowen Seibel ("Seibel"), and Craig Green ("Green").<sup>1</sup> John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay ("Ramsay").

The Court having considered the Motion to Compel, the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor, enters the following Findings of Fact and Conclusions of Law:

#### **FINDINGS OF FACT**

1. THE COURT FINDS THAT, Caesars and MOTI, TPOV, DNT, GR Burgr, LLC, LLTQ, and FERG entered into a series of agreements governing the development, creation, and operation of various restaurants in Las Vegas and Atlantic City beginning in 2009 (the "Seibel Agreements");

2. THE COURT FURTHER FINDS THAT, Caesars is a gaming licensee and each of the Seibel Agreements contained representations, warranties, and conditions to ensure that Caesars was not involved in a business relationship with an unsuitable individual and/or entity;

3. THE COURT FURTHER FINDS THAT, Seibel began using foreign bank accounts to defraud the IRS in 2004;

---

<sup>1</sup> Seibel, Green, and the Seibel-Affiliated Entities are collectively referred to herein as the "Seibel Parties."



1           4.       THE COURT FURTHER FINDS THAT, in 2016, after years of investigations,  
2 numerous tolling agreements, and plea negotiations with the U.S. Government, Seibel pleaded  
3 guilty to one count of corrupt endeavor to obstruct and impede the due administration of the Internal  
4 Revenue Laws, 26 U.S.C. § 7212, a Class E Felony;

5           5.       THE COURT FURTHER FINDS THAT, Seibel did not inform Caesars that he was  
6 engaging in criminal activity, being investigated for it, or that he pled guilty to one count of corrupt  
7 endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C. §  
8 7212, a Class E Felony;

9           6.       THE COURT FURTHER FINDS THAT, Caesars found out through news reports  
10 that Seibel pleaded guilty to a felony and thereafter, Caesars terminated the agreements – as it was  
11 expressly allowed to do – due to Seibel's unsuitability and failure to disclose;

12           7.       THE COURT FURTHER FINDS THAT, before Caesars learned of Seibel's  
13 criminal conduct and in an effort to conceal his criminal conviction while still reaping the benefits  
14 of his relationship with Caesars – ten days before entering his guilty plea – Seibel informed Caesars  
15 that he was, among other things, (i) transferring all of the membership interests under certain Seibel-  
16 Affiliated Entities that he held, directly or indirectly, to two individuals in their capacities as trustees  
17 of a trust that he had created (the "Seibel Family 2016 Trust"); (ii) naming other individuals as the  
18 managers of these entities; and (iii) assigning the Seibel Agreements to new entities;

19           8.       THE COURT FURTHER FINDS THAT, Seibel did not disclose that he decided to  
20 perform these purported assignments, transfers, and delegations because of his impending felony  
21 conviction;

22           9.       THE COURT FURTHER FINDS THAT, these purported transfers were made  
23 specifically to avoid, undermine, and circumvent Caesars' rights to terminate the Seibel  
24 Agreements;

25           10.      THE COURT FURTHER FINDS THAT in this litigation, Seibel has alleged that  
26 his unsuitability "is immaterial and irrelevant because, *inter alia*, he assigned his interests, if any,  
27 in Defendants or the contracts;"

28

1           11.     THE COURT FURTHER FINDS THAT, Seibel's long-time counsel, Brian Ziegler  
2 ("Ziegler"), represented to Caesars that "great care was taken to ensure that the trust would never  
3 have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be  
4 guided by your . . . determination;"

5           12.     THE COURT FURTHER FINDS THAT, Seibel always intended to receive  
6 benefits/distributions from the Seibel Family 2016 Trust and Seibel took steps – with the assistance  
7 of his attorneys – to be able to do so;

8           13.     THE COURT FURTHER FINDS THAT, shortly before Seibel pleaded guilty, he  
9 undertook a complex scheme that involved (1) creating new entities to which he was purportedly  
10 assigning the interests in certain Seibel-Affiliated Entities; (2) creating the Seibel Family 2016 Trust  
11 to receive the income from said entities; and (3) entering into a prenuptial agreement with his soon  
12 to be wife Bryn Dorfman ("Dorfman") to, in part, continue benefitting from the Seibel Agreements;

13           14.     THE COURT FURTHER FINDS THAT, Seibel worked with his attorneys and  
14 Green to create new entities to which he would purportedly assign the Seibel Agreements;

15           15.     THE COURT FURTHER FINDS THAT, after the new entities were created, Seibel  
16 sent letters to Caesars purporting to assign the Seibel Agreements. In each of those letters, Seibel  
17 told Caesars that the agreement would be assigned to a new entity whose membership interests were  
18 ultimately mostly owned by the Seibel Family 2016 Trust. For some of the entities, approximately  
19 less than 1% of the membership interest were held by Green, Ziegler, and Ziegler's children;

20           16.     THE COURT FURTHER FINDS THAT, Seibel falsely told Caesars that the sole  
21 beneficiaries of the Seibel Family 2016 Trust were Netty Wachtel Slushny, Dorfman, and potential  
22 descendants of Seibel;

23           17.     THE COURT FURTHER FINDS THAT, Seibel falsely represented that, "[o]ther  
24 than the parties described in th[e] letter[s], there [were] no other parties that have any management  
25 rights, powers or responsibilities regarding, or equity or financial interests in" the new entities;

26           18.     THE COURT FURTHER FINDS THAT, these representations were all false and  
27 were made with the intent to deceive Caesars;

28

8           21.     THE COURT FURTHER FINDS THAT, Seibel used his lawyers to obtain advice  
9     about setting up the trust and its interplay with the prenuptial agreement;

22. THE COURT FURTHER FINDS THAT, Seibel and his attorneys falsely  
represented to Caesars that Seibel was disconnected from receiving benefits from the Seibel Family  
2016 Trust and the business interests with Caesars;

23. THE COURT FURTHER FINDS THAT, the prenuptial agreement demonstrates  
that Seibel always had an interest in receiving distributions from the Seibel Family 2016 Trust – a  
direct contradiction to the false representations made to Caesars and this Court;

24. THE COURT FURTHER FINDS THAT, all of the statements made to Caesars about Seibel's purported disassociation were false when made and designed exclusively for the purpose of defrauding Caesars so that Seibel could continue to benefit from the relationship despite his unsuitability to conduct business with a gaming licensee; and

20 25. THE COURT FURTHER FINDS THAT, an issue exists as to the effect of the  
21 prenuptial agreement with Seibel's wife and its interplay with the Seibel Family 2016 Trust.

1. In Nevada, the attorney-client privilege protects communications between a client (or their representative) and their attorney (or their representative) "[m]ade for the purpose of facilitating the rendition of professional legal services to the client, by the client or the client's lawyer to a lawyer representing another in a matter of common interest." NRS § 49.095.

27           2.       "The purpose of the attorney-client privilege 'is to encourage clients to make full  
28 disclosures to their attorneys in order to promote the broader public interests of recognizing the

1 importance of fully informed advocacy in the administration of justice." *Canarelli v. Eighth*  
2 *Judicial Dist. Ct.*, 464 P.3d 114, 119 (2020) (quoting *Wynn Resorts, Ltd. v. Eighth Judicial Dist.*  
3 *Ct.*, 133 Nev. 369, 374, 399 P.3d 334, 341 (2017)). "The party asserting the privilege has the burden  
4 to prove that the material is in fact privileged." *Id.* at 120 (citing *Ralls v. United States*, 52 F.3d 223,  
5 225 (9th Cir. 1995)). However, "[i]t is well settled that privileges, whether creatures of statute or  
6 the common law, should be interpreted and applied narrowly." *Id.* at 120 (quoting *Clark Cty. Sch.*  
7 *Dist. v. Las Vegas Review-Journal*, 134 Nev. 700, 705, 429 P.3d 313, 318 (2018)).

8 3. Under Nevada law, no attorney-client privilege exists, "[i]f the services of the lawyer  
9 were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew  
10 or reasonably should have known to be a crime or fraud." NRS § 49.115(1).

11 4. "The 'crime-fraud exception' to the privilege protects against abuse of the attorney-  
12 client relationship." *In re Napster, Inc. Copyright Litig.*, 479 F.3d 1078, 1090 (9th Cir. 2007),  
13 *abrogated on other grounds by Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100 (2009).  
14 Specifically, "where the client seeks the advice for 'future wrongdoing,' the crime-fraud exception  
15 will not protect communications 'made for the purpose of getting advice for the commission of a  
16 fraud or crime.'" *Hernandez v. Creative Concepts, Inc.*, No. 2:10-CV-02132-PMP, 2013 WL  
17 1405776, at \*4 (D. Nev. Apr. 5, 2013) (quoting *United States v. Zolin*, 491 U.S. 554, 562-63  
18 (1989)); *see also In re Grand Jury Investigation*, 810 F.3d 1110, 1113 (9th Cir. 2016) (internal  
19 quotations omitted) ("Under the crime-fraud exception, communications are not privileged when  
20 the client consults an attorney for advice that will serve him in the commission of a fraud or  
21 crime."); *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (quoting *Clark v. United States*, 289  
22 U.S. 1, 15 (1933)) ("The privilege takes flight if the relation is abused. A client who consults an  
23 attorney for advice that will serve him in the commission of a fraud will have no help from the law.  
24 He must let the truth be told.").

25 5. Importantly, "[t]he planned crime or fraud need not have succeeded for the exception  
26 to apply." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090. "The client's abuse of the attorney-  
27 client relationship, not his or her successful criminal or fraudulent act, vitiates the privilege." *Id.*  
28 (citation omitted). Indeed, "[t]he attorney need not have been aware that the client harbored an

improper purpose." *Lewis v. Delta Air Lines, Inc.*, No. 214CV01683RFBGWF, 2015 WL 9460124, at \*2 (D. Nev. Dec. 23, 2015) (citation omitted).

6. "[T]he crime-fraud exception is not strictly limited to cases alleging criminal violations or common law fraud." *Lewis*, 2015 WL 9460124, at \*3. "The term 'crime/fraud exception,' . . . , is 'a bit of a misnomer . . . as many courts have applied the exception to situations falling well outside of the definitions of crime or fraud.'" *Rambus, Inc. v. Infineon Techs. AG*, 222 F.R.D. 280, 288 (E.D. Va. 2004) (internal citations omitted); *see, e.g., Cooksey v. Hilton Int'l Co.*, 863 F. Supp. 150, 151 (S.D.N.Y. 1994) (upholding magistrate judge's application of the crime-fraud exception and finding that "the facts of th[e] case demonstrate[d] if not an actual fraud, at least an intent on the part of defendants to defraud plaintiff."); *Volcanic Gardens Mgmt. Co. v. Paxson*, 847 S.W.2d 343, 348 (Tex. App. 1993) ("The crime/fraud exception comes into play when a prospective client seeks the assistance of an attorney in order to make a false statement or statements of material fact or law to a third person or the court for personal advantage."); *Horizon of Hope Ministry v. Clark Cty., Ohio*, 115 F.R.D. 1, 5 (S.D. Ohio 1986) ("Attorney/client communications which are in perpetuation of a tort are not privileged.").

7. To invoke the crime-fraud exception, the moving party must first "show that the client was engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to further the scheme." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations omitted). "Mere allegations of fraud or criminality do not suffice." *Garcia v. Serv. Emps. Int'l Union*, No. 217CV01340APGNJK, 2018 WL 6566563, at \*5 (D. Nev. Sept. 6, 2018) (citations omitted). Instead, "[a] movant in a civil case must show by a preponderance of the evidence that the attorney's services were utilized in furtherance of an ongoing unlawful scheme." *Id.* (citing *In re Napster Inc. Copyright Litig.*, 479 F.3d at 1090).

8. Next, the moving party must "demonstrate that the attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of [the] intended, or present, continuing illegality." *In re Grand Jury Investigation*, 810 F.3d at 1113 (internal quotations omitted). This second step is accomplished through an *in camera* review of the documents. *See id.* at 1114 (internal quotations omitted) ("[A] district court must examine the

individual documents themselves to determine that the specific attorney-client communications for which production is sought are sufficiently related to and were made in furtherance of the intended, or present, continuing illegality.").

9. Caesars has met its initial burden of proof and established that Seibel's representations as to the independence of the Seibel Family 2016 Trust were unfounded, and Seibel could continue to benefit from the Seibel Agreements despite his unsuitability to conduct business with a gaming licensee.

10. An issue exists as to the effect of Seibel's prenuptial agreement with his wife and its interplay with the Seibel Family 2016 Trust.

11. Thus, communications seeking legal advice for creation of the prenuptial agreement and the Seibel Family 2016 Trust are discoverable under the crime-fraud exception (NRS § 49.115(1)) as they were made in furtherance of a scheme to defraud Caesars.

### ORDER

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

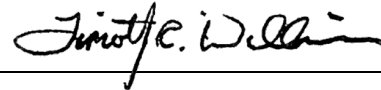
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall submit the following documents from their privilege log to the Court for *in camera* review within ten (10) days of notice of entry of this Order: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142; CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766; CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833; CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162; CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282; CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300; CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416; CTRL00114417; CTRL00114475; CTRL00114476; CTRL00114871; CTRL00114872; CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970; CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852;

1	CTRL00145759;	CTRL00145772;	CTRL00145774;	CTRL00145775;	CTRL00145777;
2	CTRL00145789;	CTRL00145790;	CTRL00145791;	CTRL00145792;	CTRL00145877;
3	CTRL00145878;	CTRL00145879;	CTRL00145895;	CTRL00145896;	CTRL00145897;
4	CTRL00177870;	CTRL00177871;	CTRL00177872;	CTRL00177873;	CTRL00177874;
5	CTRL00178124;	CTRL00178125;	CTRL00178141;	CTRL00178153;	CTRL00178156;
6	CTRL00178158;	CTRL00178163;	CTRL00178164;	CTRL00178165;	CTRL00178166;
7	CTRL00178167;	CTRL00178168;	CTRL00178169;	CTRL00178173;	CTRL00178174;
8	CTRL00178175;	CTRL00178176;	CTRL00178177;	CTRL00178178;	CTRL00178179;
9	CTRL00178238;	CTRL00333064;	CTRL00333065;	CTRL00333066;	CTRL00333067;
10	CTRL00333068;	CTRL00334493;	CTRL00334494;	CTRL00334495;	CTRL00334496;
11	CTRL00335096;	CTRL00335097;	CTRL00335098;	CTRL00336394;	CTRL00336395;
12	CTRL00366278;	CTRL00366279;	CTRL00366280;	CTRL00366281;	CTRL00366614;
13	CTRL00366615;	CTRL00366616;	CTRL00111325;	CTRL00114114;	CTRL00114410;
14	CTRL00114429;	CTRL00114432;	CTRL00114445;	CTRL00114604;	CTRL00114844;
15	CTRL00114870;	CTRL00114989;	CTRL00120720;	CTRL00120721;	CTRL00120723;
16	CTRL00120724;	CTRL00120726;	CTRL00145197;	CTRL00145198;	CTRL00145784;
17	CTRL00145876;	CTRL00173347;	CTRL00173350;	CTRL00173352;	CTRL00178020;
18	CTRL00178080;	CTRL00178092;	CTRL00178094;	CTRL00178115;	CTRL00178120;
19	CTRL00178137;	CTRL00178140;	CTRL00178155;	CTRL00178162;	CTRL00178191;
20	CTRL00178227;	CTRL00333242;	CTRL00333310;	CTRL00366304;	CTRL00366305;
21	CTRL00338414;	CTRL00338425;	CTRL00338426;	CTRL00338511;	CTRL00338513;
22	CTRL00338611;	CTRL00338612;	CTRL00339801;	CTRL00339802;	CTRL00339803;
23	CTRL00339848;	CTRL00339849;	CTRL00340482;	CTRL00346870;	CTRL00346871;
24	CTRL00346875;	CTRL00367769;	CTRL00367770;	CTRL00367771;	CTRL00367772;
25	CTRL00338593;	CTRL00113723;	CTRL00113754;	CTRL00113762;	CTRL00113768;
26	CTRL00114321;	CTRL00114322;	CTRL00145645;	CTRL00145661;	CTRL00145662;
27	CTRL00145663; CTRL00178086; CTRL00178090; and CTRL00178092.				
28					

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall examine, *in camera*, the above identified documents to determine whether they are sufficiently related to and were made in furtherance of intended or continued illegality and, thus, whether the same must be produced to Caesars.

IT IS SO ORDERED.

Dated this 8th day of June, 2021



NS

Respectfully submitted by:

**AAA F5E 5E2F 4B5B**  
**Timothy C. Williams**  
**District Court Judge**

DATED June 4, 2021

DATED May 27, 2021

PISANELLI BICE PLLC

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ M. Magali Mercera  
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Debra L. Spinelli, Esq., Bar No. 9695  
M. Magali Mercera, Esq., Bar No. 11742  
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Approved as to form and content by:

DATED May 27, 2021

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert  
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Wade Beavers, Esq. (SBN 13451)  
7800 Rancharra Parkway  
Reno, NV 89511

*Attorneys for Gordon Ramsay*



## Cinda C. Towne

---

**From:** Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>  
**Sent:** Thursday, May 27, 2021 6:17 PM  
**To:** Magali Mercera  
**Cc:** Joshua Gilmore; Stephanie Glantz; Paul Williams; Tennert, John; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne  
**Subject:** Re: Desert Palace v. Seibel: FFCL Granting Motion to Compel Documents Pursuant to Crime-Fraud Exception

CAUTION: External Email

You may

Sent From AML iPhone

On May 27, 2021, at 8:04 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Josh/Stephanie –

Thank you for hopping on a call yesterday. Following our discussion, we went back and reviewed your proposed revisions to the findings of fact and conclusions of law. While we made a few changes you suggested, we cannot agree to the majority of your revisions. Please note that we did not change the reference of “Seibel-Affiliated Entities” to “Development Entities” as we discussed yesterday to remain consistent with how we referred to the parties in our briefing.

We believe our proposed findings of fact and conclusions of law are supported by the record and follows the Court’s minute order directing us to “prepare a Findings of Fact, Conclusions of Law and Order based not only on the court’s minute order but the pleadings on file herein, argument of counsel, and the entire record.”

Please advise if you are willing to sign this order or if competing orders will be necessary.

John/Alan – Please advise if we may apply your e-signature to this version of the findings of fact and conclusions of law.

Thanks,

**M. Magali Mercera**

PISANELLI BICE, PLLC

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Las Vegas, Nevada 89101

Telephone: (702) 214-2100

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



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<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2.docx>

<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2 (redline).docx>

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Thursday, May 27, 2021 6:37 PM  
**To:** Magali Mercera  
**Cc:** Joshua Gilmore; Stephanie Glantz; Paul Williams; Alan Lebensfeld; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Diana Barton; Cinda C. Towne  
**Subject:** Re: Desert Palace v. Seibel: FFCL Granting Motion to Compel Documents Pursuant to Crime-Fraud Exception

CAUTION: External Email

Magali,  
Please apply my e-signature.  
Thanks,  
John

Sent from my iPhone

John D. Tennert III, Director

---

**FENNEMORE.**

7800 Rancharrah Parkway, Reno, NV 89511  
T: 775.788.2212 | F: 775.788.2213  
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**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

On May 27, 2021, at 5:05 PM, Magali Mercera <mmm@pisanellibice.com> wrote:

Josh/Stephanie –

Thank you for hopping on a call yesterday. Following our discussion, we went back and reviewed your proposed revisions to the findings of fact and conclusions of law. While we made a few changes you suggested, we cannot agree to the majority of your revisions. Please note that we did not change the

reference of “Seibel-Affiliated Entities” to “Development Entities” as we discussed yesterday to remain consistent with how we referred to the parties in our briefing.

We believe our proposed findings of fact and conclusions of law are supported by the record and follows the Court’s minute order directing us to “prepare a Findings of Fact, Conclusions of Law and Order based not only on the court’s minute order but the pleadings on file herein, argument of counsel, and the entire record.”

Please advise if you are willing to sign this order or if competing orders will be necessary.

John/Alan – Please advise if we may apply your e-signature to this version of the findings of fact and conclusions of law.

Thanks,

**M. Magali Mercera**

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<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2.docx>

<FFCL and Order Granting Motion to Compel Comm's Due to Crime-Fraud v2 (redline).docx>

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/8/2021

15 Robert Atkinson robert@nv-lawfirm.com

16 Kevin Sutehall ksutehall@foxrothschild.com

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

19 Brittanie T. Watkins . btw@pisanellibice.com

20 Dan McNutt . drm@cmlawnv.com

21 Debra L. Spinelli . dls@pisanellibice.com

22 Diana Barton . db@pisanellibice.com

23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

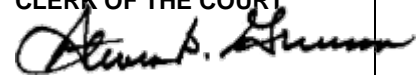
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*Attorneys for Desert Palace, Inc.;  
Paris Las Vegas Operating Company, LLC;  
PHWLTV, LLC; and Boardwalk Regency  
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,  
v.

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

Defendants,  
and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

**ORDER (i) DENYING THE  
DEVELOPMENT ENTITIES, ROWEN  
SEIBEL, AND CRAIG GREEN'S  
MOTION: (1) FOR LEAVE TO TAKE  
CAESARS' NRCP 30(B)(6)  
DEPOSITIONS; AND (2) TO COMPEL  
RESPONSES TO WRITTEN DISCOVERY  
ON ORDER SHORTENING TIME; AND  
(ii) GRANTING CAESARS'  
COUNTERMOTION FOR PROTECTIVE  
ORDER AND FOR LEAVE TO TAKE  
LIMITED DEPOSITION OF CRAIG  
GREEN**

Date of Hearing: December 14, 2020

Time of Hearing: 9:30 a.m.



The Development Entities,<sup>1</sup> Rowen Seibel ("Seibel"), and Craig Green's ("Green") Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time ("Motion to Compel"), filed on November 20, 2020, and Caesars'<sup>2</sup> Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green ("Countermotion"), filed December 4, 2020, came before this Court for hearing on December 14, 2020, at 9:30 a.m. James J. Pisanelli, Esq. and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of the Seibel Parties.<sup>3</sup>

The Court having considered the Motion to Compel, the Countermotion, the Points and Authorities contained therein, and the oppositions and reply thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS as follows:

1. The Seibel Parties' requests for production, interrogatories, and NRCP 30(b)(6) topics at issue in their Motion to Compel are not relevant to this case and disproportionate under NRCP 26;

2. There is a distinction between the rebates or gratuities about which the Seibel Parties seek discovery, on the one hand, and the coercive conduct that Caesars alleges the Seibel Parties engaged in, on the other hand;

3. Discovery into the rebates, gratuities, or Caesars' accounting practices related to rebates are not relevant. Additionally, discovery for purposes of a purported set-off is not relevant;

---

<sup>1</sup> TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), are collectively referred to herein as the "Development Entities."

<sup>2</sup> PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC") are collectively referred to herein as Caesars.

<sup>3</sup> The Development Entities, Green, and Seibel are collectively referred to herein as the "Seibel Parties."

4. The discovery sought by the Seibel Parties related to felony convictions of Caesars' employees is not relevant or germane to the case; and

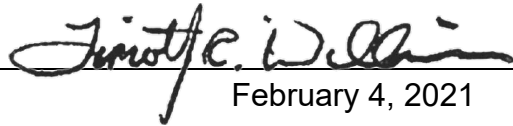
5. Caesars anticipated litigation when it became aware of Seibel's guilty plea on or about August 19, 2016. Therefore, August 19, 2016 is the controlling date for the common-interest privilege between Caesars and Gordon Ramsay.

In light of the foregoing, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The Seibel Parties' Motion to Compel shall be, and hereby is, DENIED; and

2. Caesars' Countermotion, shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

  
February 4, 2021

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 3, 2021

DATED February 1, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ Emily A. Buchwald, Bar #13442  
James J. Pisanelli, Esq., Bar No. 4027  
Debra L. Spinelli, Esq., Bar No. 9695  
M. Magali Mercera, Esq., Bar No. 11742  
Brittanie T. Watkins, Esq., Bar No. 13612  
400 South 7<sup>th</sup> Street, Suite 300  
Las Vegas, NV 89101

By: /s/ Paul C. Williams  
John R. Bailey (SBN 0137)  
Dennis L. Kennedy (SBN 1462)  
Joshua P. Gilmore (SBN 11576)  
Paul C. Williams (SBN 12524)  
Stephanie J. Glantz (SBN 14878)  
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*Attorneys for Rowen Seibel, Craig Green  
Moti Partners, LLC, Moti Partners 16, LLC,  
LLTQ Enterprises, LLC,  
LLTQ Enterprises 16, LLC,  
TPOV Enterprises, LLC,  
TPOV Enterprises 16, LLC,  
FERG, LLC, and FERG 16, LLC; and  
R Squared Global Solutions, LLC, Derivatively  
on Behalf of DNT Acquisition, LLC*

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

1 Approved as to form and content by:

2 DATED February 3, 2021

3 FENNEMORE CRAIG, P.C.

4  
5 By: /s/ John D. Tennert  
6 John D. Tennert, Esq. (SBN 11728)  
7 Wade Beavers, Esq. (SBN 13451)  
8 7800 Rancharrah Parkway  
9 Reno, NV 89511

10 *Attorneys for Gordon Ramsay*

11 Approved as to form and content by:

12 DATED February 3, 2021

13 LEBENSFELD SHARON & SCHWARTZ  
14 P.C.

15 By: /s/ Alan M. Lebensfeld  
16 Alan M. Lebensfeld, Esq.  
17 (admitted *pro hac* vice)  
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19 Red Bank, New Jersey 07701

20 Mark J. Connot, Esq.  
21 Kevin M. Sutehall, Esq.  
22 FOX ROTHSCHILD LLP  
23 1980 Festival Plaza Drive, #700  
24 Las Vegas, NV 89135

25 *Attorneys for The Original Homestead*  
26 *Restaurant, Inc*

Approved as to form and content by:

DATED February 3, 2021

NEWMAYER & DILLION LLP

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

*Attorneys for GR Burgr, LLC*

## Cinda C. Towne

---

**From:** Emily A. Buchwald  
**Sent:** Wednesday, February 3, 2021 9:19 AM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

**Emily A. Buchwald**

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400 South 7th Street, Suite 300  
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[eab@pisanellibice.com](mailto:eab@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)

---

**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Monday, February 1, 2021 5:38 PM  
**To:** Emily A. Buchwald <eab@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,

Attached is a redline with one revision to your last version. The Court did not find that the discovery concerning benefits was irrelevant based on a failure to allege offset as an affirmative defense or counterclaim. Neither Caesars nor the Development Parties had briefed that issue—the Judge raised it as a potential issue sua sponte, though ultimately did not make that particular finding in his decision.

If you are okay with this revision, you may affix my electronic signature and submit it the court.

Thank you,

Paul C. Williams  
Bailey Kennedy, LLP  
8984 Spanish Ridge Avenue

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, February 3, 2021 9:28 AM  
**To:** Emily A. Buchwald; Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,  
You may affix my e-signature.  
Thanks,  
John

John D. Tennert III, Director

---

# FENNEMORE.

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



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

**CONFIDENTIALITY NOTICE:** The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

---

**From:** Emily A. Buchwald <eab@pisanellibice.com>  
**Sent:** Wednesday, February 3, 2021 9:19 AM  
**To:** Paul Williams <PWilliams@baileykennedy.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

## Cinda C. Towne

---

**From:** Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>  
**Sent:** Wednesday, February 3, 2021 9:26 AM  
**To:** Emily A. Buchwald; Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

You may apply my e-signature.

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

---

**From:** Emily A. Buchwald <eab@pisanellibice.com>  
**Sent:** Wednesday, February 3, 2021 9:19 AM  
**To:** Paul Williams <PWilliams@baileykennedy.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>  
**Subject:** [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

**Emily A. Buchwald**  
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400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
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Fax: (702) 214-2101  
[eab@pisanellibice.com](mailto:eab@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)

---

**From:** Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>  
**Sent:** Monday, February 1, 2021 5:38 PM  
**To:** Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; 'jtennert@fclaw.com' <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Alan Lebensfeld

## Cinda C. Towne

---

**From:** Emily A. Buchwald  
**Sent:** Wednesday, February 3, 2021 10:37 AM  
**To:** Cinda C. Towne  
**Subject:** Fwd: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Begin forwarded message:

**From:** Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion  
**Date:** February 3, 2021 at 10:29:30 AM PST  
**To:** "Emily A. Buchwald" <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>

CAUTION: External Email

Yes, thanks.

---

**From:** Emily A. Buchwald [<mailto:eab@pisanellibice.com>]  
**Sent:** Wednesday, February 03, 2021 12:19 PM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; '[jtennert@fclaw.com](mailto:jtennert@fclaw.com)'; Alan Lebensfeld; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com)  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

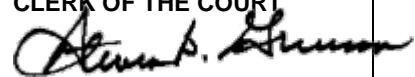
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**Emily A. Buchwald**

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---

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Telephone: 312.862.2000

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER (i)  
DENYING THE DEVELOPMENT  
ENTITIES, ROWEN SEIBEL, AND  
CRAIG GREEN'S MOTION: (1) FOR  
LEAVE TO TAKE CAESARS NRCP  
30(B)(6) DEPOSITIONS; AND (2) TO  
COMPEL RESPONSES TO WRITTEN  
DISCOVERY ON ORDER SHORTENING  
TIME; AND (ii) GRANTING CAESARS'  
COUNTERMOTION FOR PROTECTIVE  
ORDER AND FOR LEAVE TO TAKE  
LIMITED DEPOSITION OF CRAIG  
GREEN**

AND ALL RELATED MATTERS



1 PLEASE TAKE NOTICE that an Order (i) Denying the Development Entities, Rowen  
2 Seibel, and Craig Green's Motion: (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions;  
3 and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting  
4 Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig  
5 Green was entered in the above-captioned matter on February 4, 2021, a true and correct copy of  
6 which is attached hereto.

7 DATED this 4th day of February 2021.

8 PISANELLI BICE PLLC

9 By: /s/ Emily A. Buchwald, Bar #13442

10 James J. Pisanelli, Esq., #4027  
11 Debra L. Spinelli, Esq., #9695  
12 M. Magali Mercera, Esq., #11742  
13 Brittnie T. Watkins, Esq., #13612  
14 400 South 7th Street, Suite 300  
15 Las Vegas, Nevada 89101

16 Jeffrey J. Zeiger, P.C., Esq.  
17 (admitted *pro hac vice*)  
18 William E. Arnault, IV, Esq.  
19 (admitted *pro hac vice*)  
20 KIRKLAND & ELLIS LLP  
21 300 North LaSalle  
22 Chicago, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 4th day of February 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER (i) DENYING THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION: (1) FOR LEAVE TO TAKE CAESARS NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME; AND (ii) GRANTING CAESARS' COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN** 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  
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[DKennedy@BaileyKennedy.com](mailto:DKennedy@BaileyKennedy.com)  
[JGilmore@BaileyKennedy.com](mailto:JGilmore@BaileyKennedy.com)  
[PWilliams@BaileyKennedy.com](mailto:PWilliams@BaileyKennedy.com)  
[SGlantz@BaileyKennedy.com](mailto:SGlantz@BaileyKennedy.com)

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

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

*Attorneys for Gordon Ramsay*

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

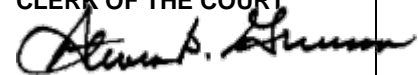
Mark J. Connot, Esq.  
Kevin M. Sutehall, Esq.  
FOX ROTHSCHILD LLP  
1980 Festival Plaza Drive, #700  
Las Vegas, NV 89135  
[mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com)  
[ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com)

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

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

*Attorneys for Nominal Plaintiff  
GR Burgr LLC*

/s/ Cinda Towne  
An employee of PISANELLI BICE PLLC



James J. Pisanelli, Esq., Bar No. 4027  
JJP@pisanellibice.com  
Debra L. Spinelli, Esq., Bar No. 9695  
DLS@pisanellibice.com  
M. Magali Mercera, Esq., Bar No. 11742  
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Telephone: 312.862.2000

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

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,  
v.

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

Defendants,  
and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

**ORDER (i) DENYING THE  
DEVELOPMENT ENTITIES, ROWEN  
SEIBEL, AND CRAIG GREEN'S  
MOTION: (1) FOR LEAVE TO TAKE  
CAESARS' NRCP 30(B)(6)  
DEPOSITIONS; AND (2) TO COMPEL  
RESPONSES TO WRITTEN DISCOVERY  
ON ORDER SHORTENING TIME; AND  
(ii) GRANTING CAESARS'  
COUNTERMOTION FOR PROTECTIVE  
ORDER AND FOR LEAVE TO TAKE  
LIMITED DEPOSITION OF CRAIG  
GREEN**

Date of Hearing: December 14, 2020

Time of Hearing: 9:30 a.m.

The Development Entities,<sup>1</sup> Rowen Seibel ("Seibel"), and Craig Green's ("Green") Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time ("Motion to Compel"), filed on November 20, 2020, and Caesars'<sup>2</sup> Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green ("Countermotion"), filed December 4, 2020, came before this Court for hearing on December 14, 2020, at 9:30 a.m. James J. Pisanelli, Esq. and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of the Seibel Parties.<sup>3</sup>

The Court having considered the Motion to Compel, the Countermotion, the Points and Authorities contained therein, and the oppositions and reply thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS as follows:

1. The Seibel Parties' requests for production, interrogatories, and NRCP 30(b)(6) topics at issue in their Motion to Compel are not relevant to this case and disproportionate under NRCP 26;

2. There is a distinction between the rebates or gratuities about which the Seibel Parties seek discovery, on the one hand, and the coercive conduct that Caesars alleges the Seibel Parties engaged in, on the other hand;

3. Discovery into the rebates, gratuities, or Caesars' accounting practices related to rebates are not relevant. Additionally, discovery for purposes of a purported set-off is not relevant;

---

<sup>1</sup> TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), are collectively referred to herein as the "Development Entities."

<sup>2</sup> PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC") are collectively referred to herein as Caesars.

<sup>3</sup> The Development Entities, Green, and Seibel are collectively referred to herein as the "Seibel Parties."

4. The discovery sought by the Seibel Parties related to felony convictions of Caesars' employees is not relevant or germane to the case; and

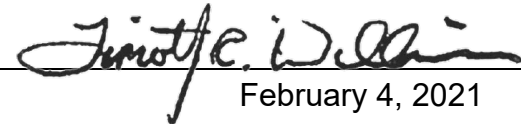
5. Caesars anticipated litigation when it became aware of Seibel's guilty plea on or about August 19, 2016. Therefore, August 19, 2016 is the controlling date for the common-interest privilege between Caesars and Gordon Ramsay.

In light of the foregoing, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The Seibel Parties' Motion to Compel shall be, and hereby is, DENIED; and

2. Caesars' Countermotion, shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

  
February 4, 2021

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 3, 2021

DATED February 1, 2021

PISANELLI BICE PLLC

BAILEY ❖ KENNEDY

By: /s/ Emily A. Buchwald, Bar #13442  
James J. Pisanelli, Esq., Bar No. 4027  
Debra L. Spinelli, Esq., Bar No. 9695  
M. Magali Mercera, Esq., Bar No. 11742  
Brittanie T. Watkins, Esq., Bar No. 13612  
400 South 7<sup>th</sup> Street, Suite 300  
Las Vegas, NV 89101

By: /s/ Paul C. Williams  
John R. Bailey (SBN 0137)  
Dennis L. Kennedy (SBN 1462)  
Joshua P. Gilmore (SBN 11576)  
Paul C. Williams (SBN 12524)  
Stephanie J. Glantz (SBN 14878)  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

Jeffrey J. Zeiger, P.C., Esq.  
(admitted *pro hac vice*)  
William E. Arnault, IV, Esq.  
(admitted *pro hac vice*)  
KIRKLAND & ELLIS LLP  
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*Attorneys for Rowen Seibel, Craig Green  
Moti Partners, LLC, Moti Partners 16, LLC,  
LLTQ Enterprises, LLC,  
LLTQ Enterprises 16, LLC,  
TPOV Enterprises, LLC,  
TPOV Enterprises 16, LLC,  
FERG, LLC, and FERG 16, LLC; and  
R Squared Global Solutions, LLC, Derivatively  
on Behalf of DNT Acquisition, LLC*

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

1 Approved as to form and content by:

2 DATED February 3, 2021

3 FENNEMORE CRAIG, P.C.

4  
5 By: /s/ John D. Tennert  
6 John D. Tennert, Esq. (SBN 11728)  
7 Wade Beavers, Esq. (SBN 13451)  
8 7800 Rancharrah Parkway  
9 Reno, NV 89511

10 *Attorneys for Gordon Ramsay*

11 Approved as to form and content by:

12 DATED February 3, 2021

13 LEBENSFELD SHARON & SCHWARTZ  
14 P.C.

15 By: /s/ Alan M. Lebensfeld  
16 Alan M. Lebensfeld, Esq.  
17 (admitted *pro hac* vice)  
18 140 Broad Street  
19 Red Bank, New Jersey 07701

20 Mark J. Connot, Esq.  
21 Kevin M. Sutehall, Esq.  
22 FOX ROTHSCHILD LLP  
23 1980 Festival Plaza Drive, #700  
24 Las Vegas, NV 89135

25 *Attorneys for The Original Homestead*  
26 *Restaurant, Inc*

Approved as to form and content by:

DATED February 3, 2021

NEWMAYER & DILLION LLP

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

*Attorneys for GR Burgr, LLC*

## Cinda C. Towne

---

**From:** Emily A. Buchwald  
**Sent:** Wednesday, February 3, 2021 9:19 AM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

**Emily A. Buchwald**

PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Tel: (702) 214-2100  
Fax: (702) 214-2101  
[eab@pisanellibice.com](mailto:eab@pisanellibice.com) | [www.pisanellibice.com](http://www.pisanellibice.com)

---

**From:** Paul Williams <PWilliams@baileykennedy.com>  
**Sent:** Monday, February 1, 2021 5:38 PM  
**To:** Emily A. Buchwald <eab@pisanellibice.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,

Attached is a redline with one revision to your last version. The Court did not find that the discovery concerning benefits was irrelevant based on a failure to allege offset as an affirmative defense or counterclaim. Neither Caesars nor the Development Parties had briefed that issue—the Judge raised it as a potential issue sua sponte, though ultimately did not make that particular finding in his decision.

If you are okay with this revision, you may affix my electronic signature and submit it the court.

Thank you,

Paul C. Williams  
Bailey Kennedy, LLP  
8984 Spanish Ridge Avenue

## Cinda C. Towne

---

**From:** Tennert, John <jtennert@fennemorelaw.com>  
**Sent:** Wednesday, February 3, 2021 9:28 AM  
**To:** Emily A. Buchwald; Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,  
You may affix my e-signature.  
Thanks,  
John

John D. Tennert III, Director

---

**FENNEMORE.**

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



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

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**COVID-19:** Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

---

**From:** Emily A. Buchwald <eab@pisanellibice.com>  
**Sent:** Wednesday, February 3, 2021 9:19 AM  
**To:** Paul Williams <PWilliams@baileykennedy.com>  
**Cc:** James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,



## Cinda C. Towne

---

**From:** Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>  
**Sent:** Wednesday, February 3, 2021 9:26 AM  
**To:** Emily A. Buchwald; Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com  
**Subject:** RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

You may apply my e-signature.

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

---

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**Subject:** [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

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**Emily A. Buchwald**  
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---

**From:** Paul Williams <[PWilliams@baileykennedy.com](mailto:PWilliams@baileykennedy.com)>  
**Sent:** Monday, February 1, 2021 5:38 PM  
**To:** Emily A. Buchwald <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>  
**Cc:** James Pisanelli <[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)>; Debra Spinelli <[dls@pisanellibice.com](mailto:dls@pisanellibice.com)>; Robert A. Ryan <[RR@pisanellibice.com](mailto:RR@pisanellibice.com)>; Brittnie T. Watkins <[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)>; Cinda C. Towne <[cct@pisanellibice.com](mailto:cct@pisanellibice.com)>; Susan Russo <[SRusso@baileykennedy.com](mailto:SRusso@baileykennedy.com)>; Magali Mercera <[mmm@pisanellibice.com](mailto:mmm@pisanellibice.com)>; Joshua Gilmore <[JGilmore@baileykennedy.com](mailto:JGilmore@baileykennedy.com)>; Stephanie Glantz <[SGlantz@baileykennedy.com](mailto:SGlantz@baileykennedy.com)>; John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>; 'jtennert@fclaw.com' <[jtennert@fclaw.com](mailto:jtennert@fclaw.com)>; Alan Lebensfeld

## Cinda C. Towne

---

**From:** Emily A. Buchwald  
**Sent:** Wednesday, February 3, 2021 10:37 AM  
**To:** Cinda C. Towne  
**Subject:** Fwd: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Begin forwarded message:

**From:** Alan Lebensfeld <[Alan.Lebensfeld@lsandspc.com](mailto:Alan.Lebensfeld@lsandspc.com)>  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion  
**Date:** February 3, 2021 at 10:29:30 AM PST  
**To:** "Emily A. Buchwald" <[eab@pisanellibice.com](mailto:eab@pisanellibice.com)>

CAUTION: External Email

Yes, thanks.

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**From:** Emily A. Buchwald [<mailto:eab@pisanellibice.com>]  
**Sent:** Wednesday, February 03, 2021 12:19 PM  
**To:** Paul Williams  
**Cc:** James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; '[jtennert@fclaw.com](mailto:jtennert@fclaw.com)'; Alan Lebensfeld; [mconnot@foxrothschild.com](mailto:mconnot@foxrothschild.com); [ksutehall@foxrothschild.com](mailto:ksutehall@foxrothschild.com); [Aaron.Lovaas@ndlf.com](mailto:Aaron.Lovaas@ndlf.com)  
**Subject:** RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

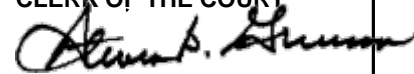
We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

**Emily A. Buchwald**

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**ORDR**  
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[JJP@pisanellibice.com](mailto:JJP@pisanellibice.com)  
Debra L. Spinelli, Esq., Bar No. 9695  
[DLS@pisanellibice.com](mailto:DLS@pisanellibice.com)  
M. Magali Mercera, Esq., Bar No. 11742  
[MMM@pisanellibice.com](mailto:MMM@pisanellibice.com)  
Brittnie T. Watkins, Esq., Bar No. 13612  
[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: 702.214.2100

*Counsel for Defendant PHWLTV, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendants,  
and

GR BURGR, LLC, a Delaware limited liability  
company,

Nominal Defendant.

Case No.: A-17-751759-B

Dept. No.: XV

**ORDER GRANTING IN PART  
AND DENYING IN PART  
PLANET HOLLYWOOD'S  
MOTION TO DISMISS**

Date of Hearing: May 17, 2017

Time of Hearing: 9:00 a.m.

Defendant PHWLTV, LLC's ("Planet Hollywood") Motion to Dismiss Plaintiff's Claims, dated April 7, 2017, came before this Court on May 17, 2017. James J. Pisanelli, Esq., Debra L. Spinelli, Esq., and Brittnie T. Watkins, Esq., of PISANELLI BICE PLLC, appeared on behalf of Planet Hollywood. Allen J. Wilt, Esq. of Fennemore Craig, PC, appeared on behalf of Defendant Gordon Ramsay ("Ramsay"). Daniel R. McNutt, Esq., and Matthew C. Wolfe, Esq., of Carbajal & McNutt, LLP appeared on behalf of Plaintiff Rowen Seibel ("Plaintiff").

The Court having considered the motion, the joinder filed by Ramsay on April 7, 2017, the opposition filed by Plaintiff on April 24, 2017, Planet Hollywood's reply in support of the

1 motion, and Ramsay's reply in support of the joinder to the motion, as well as the arguments of  
2 counsel presented at the hearing, and good cause appearing therefor,

3 THE COURT HEREBY FINDS that Plaintiff failed to plead facts sufficient to support a  
4 breach of contract claim against Planet Hollywood for: (1) continuing to do business with  
5 Ramsay; (2) refusing to provide GR BURGR, LLC ("GRB") with an opportunity to cure its  
6 affiliation with Plaintiff; and (3) attempting and/or planning to operate a rebranded restaurant.  
7 The plain language of the agreement precludes these claims as a matter of law. They must  
8 therefore be dismissed.

9 THE COURT HEREBY FURTHER FINDS that Plaintiff pleaded facts at the  
10 NRCP 12(b)(5) stage sufficient to support: (1) a breach of contract claim for paying all or a  
11 portion of the license fees to Ramsay or an affiliated entity; and (2) the remainder of the causes of  
12 action upon which Planet Hollywood moved for dismissal. Plaintiff's cause of action for breach  
13 of the implied covenant of good faith and fair dealing sufficiently alleges extra-contractual duties  
14 and breaches thereof. Plaintiff's cause of action for unjust enrichment as an alternative cause of  
15 action is sufficient under Nevada law. Additionally, Plaintiff's claims for civil conspiracy and  
16 declaratory relief are sufficient such that, consistent with the standard for a motion to dismiss, if  
17 taken as true, relief may be granted.

18 THE COURT HEREBY FURTHER FINDS as to Ramsay's joinder that the breach of  
19 contract claims Plaintiff alleges against Ramsay are distinct from those Plaintiff alleges against  
20 Planet Hollywood. Plaintiff's claims against Ramsay are also sufficiently stated such that relief  
21 may be granted under Nevada law.

22 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the  
23 motion is granted in part, without prejudice, and denied in part, without prejudice, as follows:

24 1. GRANTED as to the claims at Paragraphs 68 A, F, and H of the Complaint; and  
25  
26  
27  
28

2. DENIED as to the claim at Paragraph 68 E and breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief causes of action.

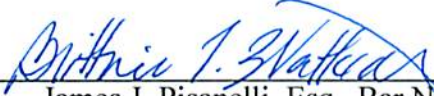
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

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

THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:


PISANELLI BICE PLLC

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

*Counsel for Defendant PHWLTV, LLC*

**APPROVED AS TO FORM AND CONTENT:**

CARBAJAL & MCNUTT, LLP

By:   
Daniel R. McNutt, Esq., Bar No. 7815  
Matthew C. Wolf, Esq., Bar No. 10801  
625 South 8th Street  
Las Vegas, NV 89101

*Counsel for Plaintiff Rowen Seibel*

FENNEMORE CRAIG, P.C.

By: \_\_\_\_\_  
Allen J. Wilt, Esq., Bar No. 4798  
John D. Tennert, Esq., Bar No. 11728  
300 East Second Street – Suite 1510  
Reno, NV 89501

*Counsel for Defendant Gordon Ramsay*

2. DENIED as to the claim at Paragraph 68 E and breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief causes of action.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

DATED: June 1, 2017

  
THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

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

*Counsel for Defendant PHWL, LLC*

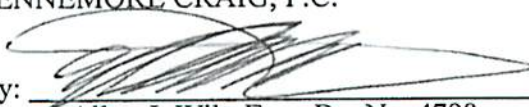
APPROVED AS TO FORM AND CONTENT:

CARBAJAL & MCNUTT, LLP

By: \_\_\_\_\_  
Daniel R. McNutt, Esq., Bar No. 7815  
Matthew C. Wolf, Esq., Bar No. 10801  
625 South 8th Street  
Las Vegas, NV 89101

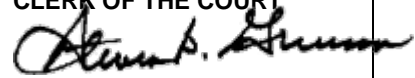
*Counsel for Plaintiff Rowen Seibel*

FENNEMORE CRAIG, P.C.

By:  \_\_\_\_\_  
Allen J. Wilt, Esq., Bar No. 4798  
John D. Tennert, Esq., Bar No. 11728  
300 East Second Street – Suite 1510  
Reno, NV 89501

*Counsel for Defendant Gordon Ramsay*





James J. Pisanelli, Esq., Bar No. 4027  
[jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)

Debra L. Spinelli, Esq., Bar No. 9695  
[dls@pisanellibice.com](mailto:dls@pisanellibice.com)

Brittnie Watkins, Esq., Bar No. 13612  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: 702.214.2100

Attorneys for Defendant PHWLTV, LLC

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability  
company,

Nominal Plaintiff.

Case No.: A-17-751759

Dept. No.: XV

**NOTICE OF ENTRY OF ORDER  
GRANTING IN PART AND DENYING IN  
PART PLANET HOLLYWOOD'S  
MOTION TO DISMISS**

Date of Hearing: May 17, 2017

Time of Hearing: 9:00 a.m.

PLEASE TAKE NOTICE that an "Order Granting in Part and Denying in Part  
Planet Hollywood's Motion to Dismiss" was entered in the above-captioned matter on June 15,  
2017, a true and correct copy of which is attached hereto.

DATED this 16th day of June, 2017.

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli

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

Attorneys for Defendant PHWLTV, LLC

**CERTIFICATE OF SERVICE**

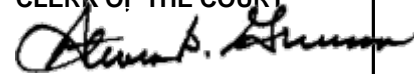
I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 16th day of June, 2017, I caused to be served via the Court's e-filing/e-service system true and correct copies of the above and foregoing **NOTICE OF ENTRY OF ORDER** to the following:

Daniel R. McNutt, Esq.  
Matthew C. Wolf, Esq.  
CARBAJAL & McNUTT, LLP  
625 South Eighth Street  
Las Vegas, NV 89101

Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 East Second Street, Suite 1510  
Reno, NV 89501

/s/ Kimberly Peets  
An employee of Pisanelli Bice PLLC





**ORDR**  
James J. Pisanelli, Esq., Bar No. 4027  
[JJP@pisanellibice.com](mailto:JJP@pisanellibice.com)  
Debra L. Spinelli, Esq., Bar No. 9695  
[DLS@pisanellibice.com](mailto:DLS@pisanellibice.com)  
M. Magali Mercera, Esq., Bar No. 11742  
[MMM@pisanellibice.com](mailto:MMM@pisanellibice.com)  
Brittnie T. Watkins, Esq., Bar No. 13612  
[BTW@pisanellibice.com](mailto:BTW@pisanellibice.com)  
**PISANELLI BICE PLLC**  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Telephone: 702.214.2100

*Counsel for Defendant PHWLTV, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendants,  
and

GR BURGR, LLC, a Delaware limited liability  
company,

Nominal Defendant.

Case No.: A-17-751759-B

Dept. No.: XV

**ORDER GRANTING IN PART  
AND DENYING IN PART  
PLANET HOLLYWOOD'S  
MOTION TO DISMISS**

Date of Hearing: May 17, 2017

Time of Hearing: 9:00 a.m.

Defendant PHWLTV, LLC's ("Planet Hollywood") Motion to Dismiss Plaintiff's Claims, dated April 7, 2017, came before this Court on May 17, 2017. James J. Pisanelli, Esq., Debra L. Spinelli, Esq., and Brittnie T. Watkins, Esq., of PISANELLI BICE PLLC, appeared on behalf of Planet Hollywood. Allen J. Wilt, Esq. of Fennemore Craig, PC, appeared on behalf of Defendant Gordon Ramsay ("Ramsay"). Daniel R. McNutt, Esq., and Matthew C. Wolfe, Esq., of Carbajal & McNutt, LLP appeared on behalf of Plaintiff Rowen Seibel ("Plaintiff").

The Court having considered the motion, the joinder filed by Ramsay on April 7, 2017, the opposition filed by Plaintiff on April 24, 2017, Planet Hollywood's reply in support of the

1 motion, and Ramsay's reply in support of the joinder to the motion, as well as the arguments of  
2 counsel presented at the hearing, and good cause appearing therefor,

3 THE COURT HEREBY FINDS that Plaintiff failed to plead facts sufficient to support a  
4 breach of contract claim against Planet Hollywood for: (1) continuing to do business with  
5 Ramsay; (2) refusing to provide GR BURGR, LLC ("GRB") with an opportunity to cure its  
6 affiliation with Plaintiff; and (3) attempting and/or planning to operate a rebranded restaurant.  
7 The plain language of the agreement precludes these claims as a matter of law. They must  
8 therefore be dismissed.

9 THE COURT HEREBY FURTHER FINDS that Plaintiff pleaded facts at the  
10 NRCP 12(b)(5) stage sufficient to support: (1) a breach of contract claim for paying all or a  
11 portion of the license fees to Ramsay or an affiliated entity; and (2) the remainder of the causes of  
12 action upon which Planet Hollywood moved for dismissal. Plaintiff's cause of action for breach  
13 of the implied covenant of good faith and fair dealing sufficiently alleges extra-contractual duties  
14 and breaches thereof. Plaintiff's cause of action for unjust enrichment as an alternative cause of  
15 action is sufficient under Nevada law. Additionally, Plaintiff's claims for civil conspiracy and  
16 declaratory relief are sufficient such that, consistent with the standard for a motion to dismiss, if  
17 taken as true, relief may be granted.

18 THE COURT HEREBY FURTHER FINDS as to Ramsay's joinder that the breach of  
19 contract claims Plaintiff alleges against Ramsay are distinct from those Plaintiff alleges against  
20 Planet Hollywood. Plaintiff's claims against Ramsay are also sufficiently stated such that relief  
21 may be granted under Nevada law.

22 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the  
23 motion is granted in part, without prejudice, and denied in part, without prejudice, as follows:

24 1. GRANTED as to the claims at Paragraphs 68 A, F, and H of the Complaint; and  
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2. DENIED as to the claim at Paragraph 68 E and breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief causes of action.

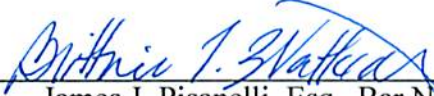
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

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

THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:


PISANELLI BICE PLLC

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

*Counsel for Defendant PHWLTV, LLC*

**APPROVED AS TO FORM AND CONTENT:**

CARBAJAL & MCNUTT, LLP

By:   
Daniel R. McNutt, Esq., Bar No. 7815  
Matthew C. Wolf, Esq., Bar No. 10801  
625 South 8th Street  
Las Vegas, NV 89101

*Counsel for Plaintiff Rowen Seibel*

FENNEMORE CRAIG, P.C.

By: \_\_\_\_\_  
Allen J. Wilt, Esq., Bar No. 4798  
John D. Tennert, Esq., Bar No. 11728  
300 East Second Street – Suite 1510  
Reno, NV 89501

*Counsel for Defendant Gordon Ramsay*

2. DENIED as to the claim at Paragraph 68 E and breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief causes of action.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

DATED: June 1, 2017

  
THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

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

*Counsel for Defendant PHWL, LLC*

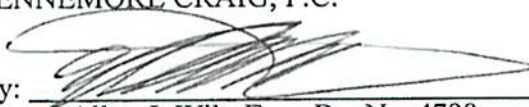
APPROVED AS TO FORM AND CONTENT:

CARBAJAL & MCNUTT, LLP

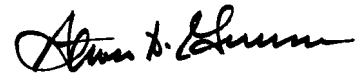
By: \_\_\_\_\_  
Daniel R. McNutt, Esq., Bar No. 7815  
Matthew C. Wolf, Esq., Bar No. 10801  
625 South 8th Street  
Las Vegas, NV 89101

*Counsel for Plaintiff Rowen Seibel*

FENNEMORE CRAIG, P.C.

By:  \_\_\_\_\_  
Allen J. Wilt, Esq., Bar No. 4798  
John D. Tennert, Esq., Bar No. 11728  
300 East Second Street – Suite 1510  
Reno, NV 89501

*Counsel for Defendant Gordon Ramsay*



CLERK OF THE COURT

**ORDR**

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

JJP@pisanellibice.com

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

DLS@pisanellibice.com

Brittnie T. Watkins

BTW@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

*Counsel for Defendant PHWLTV, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendants,  
and

GR BURGR, LLC, a Delaware limited liability  
company,

Nominal Defendant.

Case No.: A-17-751759-B

Dept. No.: XV

**ORDER DENYING PLAINTIFF'S  
MOTION FOR PRELIMINARY  
INJUNCTION**

Date of Hearing: March 22, 2017

Time of Hearing: 9:00 a.m.

Plaintiff Rowen Seibel, suing derivatively on behalf of GR BURGR, LLC's ("Plaintiff") Motion for Preliminary Injunction on Order Shortening Time, dated February 28, 2017, came before this Court on March 22, 2017. James J. Pisanelli, Esq., Debra L. Spinelli, Esq., and Brittnie T. Watkins, Esq., of PISANELLI BICE PLLC appeared on behalf of Defendant PHWLTV, LLC ("Planet Hollywood"). Allen J. Wilt, Esq. of Fennemore Craig, PC appeared on behalf of Defendant Gordon Ramsay. Daniel R. McNutt, Esq. and Matthew C. Wolfe, Esq. of Carbajal & McNutt, LLP appeared on behalf of Plaintiff.

The Court having considered the motion, the opposition filed by Planet Hollywood on March 17, 2017, the opposition filed by Ramsay on March 17, 2017, and the omnibus reply to

Planet Hollywood's and Ramsay's oppositions, as well as the arguments of counsel presented at the hearing, and good cause appearing therefor,

THE COURT HEREBY FINDS that Plaintiff has not met his burden to demonstrate that: (1) he is likely to succeed on the merits; (2) irreparable harm will result absent a preliminary injunction; (3) a balance of hardships favors Plaintiff; nor (4) public policy favors granting a preliminary injunction.

THE COURT HEREBY FURTHER FINDS that even if monies are owed under the agreement, such a fact does not fulfill the irreparable harm element. Moreover, contractual language stipulating to irreparable harm is insufficient to demonstrate irreparable harm. The Court must find irreparable harm, and it has not been demonstrated at this time.

THE COURT HEREBY FURTHER FINDS that Plaintiff did not meet his burden to demonstrate that a proscriptive injunction enjoining future use of GRB Marks and General GR Materials would be appropriate.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the motion is DENIED without prejudice, as no evidentiary hearing was held.

DATED this 12<sup>th</sup> day of April, 2017.

  
THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

By: 

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

*Counsel for Defendant PHWLTV, LLC*

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Approved as to form:

FENNEMORE CRAIG P.C.

CARBAJAL & McNUTT, LLP

By: 

Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 E. Second Street, Suite 1510  
Reno, NV 89501

By: \_\_\_\_\_

Daniel R. McNutt, Esq.  
Matthew C. Wolfe, Esq.  
625 S. Eighth Street  
Las Vegas, Nevada 89101

*Attorney for Gordon Ramsay*

*Attorneys for Plaintiff Rowen Seibel*

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Approved as to form:

FENNEMORE CRAIG P.C.

By: \_\_\_\_\_  
Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 E. Second Street, Suite 1510  
Reno, NV 89501

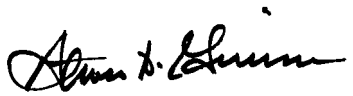
*Attorney for Gordon Ramsay*

CARBAJAL & McNUTT, LLP

By: \_\_\_\_\_  
Daniel R. McNutt, Esq.  
Matthew C. Wolfe, Esq.  
625 S. Eighth Street  
Las Vegas, Nevada 89101

*Attorneys for Plaintiff Rowen Seibel*



  
CLERK OF THE COURT

1 NEOJ

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

2 [jjp@pisanellibice.com](mailto:jjp@pisanellibice.com)

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

3 [dls@pisanellibice.com](mailto:dls@pisanellibice.com)

Brittnie Watkins, Esq., Bar No. 13612

4 PISANELLI BICE PLLC

400 South 7th Street, Suite 300

5 Las Vegas, Nevada 89101

Telephone: 702.214.2100

6 Attorneys for Defendant PHWLTV, LLC

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

Case No.: A-17-751759

Dept. No.: XV

10 Plaintiff,

11 v.

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

14 Defendants,

15 and

GR BURGR LLC, a Delaware limited liability  
16 company,

17 Nominal Plaintiff.

**NOTICE OF ENTRY OF ORDER  
DENYING PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

Date of Hearing: March 22, 2017

Time of Hearing: 9:00 a.m.

18  
19 PLEASE TAKE NOTICE that an "Order Denying Plaintiff's Motion for Preliminary  
20 Injunction" was entered in the above-captioned matter on April 12, 2017, a true and correct copy  
21 of which is attached hereto.

22 DATED this 13th day of April, 2017.

23 PISANELLI BICE PLLC

24 By: 

James J. Pisanelli, Esq., #4027

Debra L. Spinelli, Esq., #9695

Brittnie T. Watkins, Esq., #13612

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

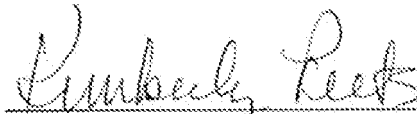
28 Attorneys for Defendant PHWLTV, LLC

CERTIFICATE OF SERVICE

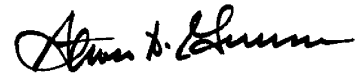
I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 13th day of April, 2017, I caused to be served via **Wiznet** true and correct copies of the above and foregoing **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** to the following:

Daniel R. McNutt, Esq.  
Matthew C. Wolf, Esq.  
CARBAJAL & McNUTT, LLP  
625 South Eighth Street  
Las Vegas, NV 89101

Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 East Second Street, Suite 1510  
Reno, NV 89501



An employee of Pisanelli Bice PLLC



CLERK OF THE COURT

**ORDR**

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

JJP@pisanellibice.com

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

DLS@pisanellibice.com

Brittanie T. Watkins

BTW@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

*Counsel for Defendant PHWLTV, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively as Nominal Plaintiff 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;

Defendants,  
and

GR BURGR, LLC, a Delaware limited liability  
company,

Nominal Defendant.

Case No.: A-17-751759-B

Dept. No.: XV

**ORDER DENYING PLAINTIFF'S  
MOTION FOR PRELIMINARY  
INJUNCTION**

Date of Hearing: March 22, 2017

Time of Hearing: 9:00 a.m.

Plaintiff Rowen Seibel, suing derivatively on behalf of GR BURGR, LLC's ("Plaintiff") Motion for Preliminary Injunction on Order Shortening Time, dated February 28, 2017, came before this Court on March 22, 2017. James J. Pisanelli, Esq., Debra L. Spinelli, Esq., and Brittanie T. Watkins, Esq., of PISANELLI BICE PLLC appeared on behalf of Defendant PHWLTV, LLC ("Planet Hollywood"). Allen J. Wilt, Esq. of Fennemore Craig, PC appeared on behalf of Defendant Gordon Ramsay. Daniel R. McNutt, Esq. and Matthew C. Wolfe, Esq. of Carbajal & McNutt, LLP appeared on behalf of Plaintiff.

The Court having considered the motion, the opposition filed by Planet Hollywood on March 17, 2017, the opposition filed by Ramsay on March 17, 2017, and the omnibus reply to

Planet Hollywood's and Ramsay's oppositions, as well as the arguments of counsel presented at the hearing, and good cause appearing therefor,

THE COURT HEREBY FINDS that Plaintiff has not met his burden to demonstrate that: (1) he is likely to succeed on the merits; (2) irreparable harm will result absent a preliminary injunction; (3) a balance of hardships favors Plaintiff; nor (4) public policy favors granting a preliminary injunction.

THE COURT HEREBY FURTHER FINDS that even if monies are owed under the agreement, such a fact does not fulfill the irreparable harm element. Moreover, contractual language stipulating to irreparable harm is insufficient to demonstrate irreparable harm. The Court must find irreparable harm, and it has not been demonstrated at this time.

THE COURT HEREBY FURTHER FINDS that Plaintiff did not meet his burden to demonstrate that a proscriptive injunction enjoining future use of GRB Marks and General GR Materials would be appropriate.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the motion is DENIED without prejudice, as no evidentiary hearing was held.

DATED this 12<sup>th</sup> day of April, 2017.

  
THE HONORABLE JOSEPH HARDY  
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

By: 

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

*Counsel for Defendant PHWLTV, LLC*

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Approved as to form:

FENNEMORE CRAIG P.C.

CARBAJAL & McNUTT, LLP

By: 

Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 E. Second Street, Suite 1510  
Reno, NV 89501

By: \_\_\_\_\_

Daniel R. McNutt, Esq.  
Matthew C. Wolfe, Esq.  
625 S. Eighth Street  
Las Vegas, Nevada 89101

*Attorney for Gordon Ramsay*

*Attorneys for Plaintiff Rowen Seibel*

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Approved as to form:

FENNEMORE CRAIG P.C.

By: \_\_\_\_\_  
Allen J. Wilt, Esq.  
John D. Tennert III, Esq.  
300 E. Second Street, Suite 1510  
Reno, NV 89501

*Attorney for Gordon Ramsay*

CARBAJAL & McNUTT, LLP

By: \_\_\_\_\_  
Daniel R. McNutt, Esq.  
Matthew C. Wolfe, Esq.  
625 S. Eighth Street  
Las Vegas, Nevada 89101

*Attorneys for Plaintiff Rowen Seibel*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters****COURT MINUTES****March 22, 2017**

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

**March 22, 2017      9:00 AM      Motion for Preliminary  
Injunction**

**HEARD BY:** Hardy, Joe**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Kristin Duncan**RECORDER:** Matt Yarbrough**REPORTER:****PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Pisanelli, James J	Attorney
	Spinelli, Debra L.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney
	Wolf, Matthew C., ESQ	Attorney

**JOURNAL ENTRIES**

- Also present: Paul Sweeney, Esq., who would be filing to associate in as Pro Hac Vice counsel for Plaintiffs.

Mr. McNutt argued in support of the Motion, stating that no valid termination had taken place; however, if the Court found there was a valid termination, Defendant PHWLV, LLC should be enjoined from using any general GR BURGER materials in any rebranded restaurants. Additionally, Mr. McNutt argued that, pursuant to provision 14.01.2 of the agreement, no bond should be required for a Preliminary Injunction. Mr. Pisanelli argued in opposition, stating that a new operation had been opened in the location of the previous restaurant, and there was no invalid termination of the agreement. Mr. Wilt joined Mr. Pisanelli's arguments, stating that there was nothing in the agreement prohibiting Gordon Ramsay, as an individual, from developing a new space. COURT ORDERED Motion DENIED WITHOUT PREJUDICE, FINDING the following: (1) the instant hearing

was not an Evidentiary Hearing, and had not been consolidated with a trial on the merits; (2) Plaintiffs failed to meet their burden of proof as to demonstrating irreparable harm and a likelihood of success on the merits; (3) Plaintiffs also failed to meet their burden as to demonstrating a balance of hardships that would favor the Plaintiffs, or demonstrating that public policy would favor Plaintiffs' request; (4) the money that was allegedly owed, even if it was owed, did not support a finding of irreparable harm; (5) as the Defendants argued, despite the language in the contract, the Court must still find irreparable harm in order to grant a Preliminary Injunction; and (6) as to the request to enjoin the future use of general Gordon Ramsey materials, the burden of showing the appropriateness of said injunction had not been met by the Plaintiff.

Mr. Pisanelli to prepare the Order and forward it to opposing counsel for approval as to form and content.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Business Court Matters

## COURT MINUTES

**May 17, 2017**

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

**May 17, 2017                      9:00 AM                      Motion to Dismiss**

**HEARD BY:** Hardy, Joe **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Pisanelli, James J	Attorney
	Spinelli, Debra L.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney
	Wolf, Matthew C., ESO	Attorney

## JOURNAL ENTRIES

- Mr. Pisanelli argued in support of the Motion, stating that there was no breach of contract; therefore, there could not be a civil conspiracy claim. Mr. Wilt, having filed a Joinder on behalf of Defendant Gordon Ramsey, argued in support of the Motion, stating that there was no provision in the contract stating that Planet Hollywood could not conduct any business with Gordon Ramsey; if such a provision did exist, then it would be restrictive. Mr. McNutt argued in opposition, stating that the post-termination contract had resulted in a breach of agreement. Additionally, Mr. McNutt argued that there was nothing that allowed Gordon Ramsey to direct Planet Hollywood to pay him a portion of the monies due and owing to GR Burgr, LLC. COURT ORDERED the instant Motion was hereby GRANTED IN PART WITHOUT PREJUDICE / DENIED IN PART WITHOUT PREJUDICE. COURT FURTHER ORDERED the Joinder was DENIED WITHOUT PREJUDICE. The COURT FOUND the following: (1) on the Breach of Contract, particularly paragraph 68 of the Complaint, the Motion was GRANTED as to subsections a), f), and h); (2) the plain language and clear reading of the operating agreement, precluded those subsections from being breaches of contract; (3) subsection e) was

questionable; however, the Court accepted all facts as true as pleaded in the Complaint; (4) even on a Motion to Dismiss standard, it was appropriate to consider the parties' written agreement that the Complaint relied upon; (5) there was no dispute that the contract was entered into, and existed; (6) it was appropriate to DENY the remainder of the Motion, as claims upon which relief could be granted under Nevada law had been stated; (7) the applied covenant of good faith and fair dealing, did allege - at least on its face - the extra contractual duties and breaches that would be appropriate for that type of claim; (8) regarding unjust enrichment, there was an operating agreement, and there was no dispute that it was entered into; however, Nevada law allowed alternative theories of relief, and alternative causes of action; (9) regarding civil conspiracy and declaratory relief, causes of action had been pled upon which relief could be granted under Nevada law; (10) the breach of contract claims against Defendant Gordon Ramsey differed from the ones asserted against Defendant Planet Hollywood, and they did state claims upon which relief could be granted under Nevada law. Mr. Pisanelli to prepare the Order and forward it to opposing counsel for approval as to form and content.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

August 28, 2017

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

**August 28, 2017      10:30 AM      Mandatory Rule 16  
Conference**

**HEARD BY:** Hardy, Joe**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Kristin Duncan**RECORDER:** Matt Yarbrough**REPORTER:****PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, counsel indicated the parties had exchanged their lists of documents and witnesses. Regarding the scheduling of discovery, Mr. McNutt stated that the parties had not discussed discovery yet, due to recent events that may affect the instant case. Mr. Wilt made the following representations: (1) Mr. Wilt's client had recently filed for dissolution of GR BURGR, LLC in a Delaware Court; (2) on August 25, 2017, an decision was reached by the Delaware Court on the Motion for Judgment on the Pleadings; (3) the Delaware Court Ordered the judicial dissolution of GR BURGR, LLC; (4) as part of the Delaware Court's Order, the parties were directed to submit an Implementing Order for Dissolution, and also directed the parties to agree upon and appoint a Liquidating Trustee; and (5) the Liquidating Trustee would be responsible for making the decision as to whether to proceed with the claims in the instant case, as well as whether to proceed on similar claims in the Delaware Court. As a result of the decision regarding dissolution, Mr. Wilt stated that Mr. Seibel no longer had standing to assert the claims in the instant case, nor did he have standing to assert derivative claims on behalf of GR BURGR, LLC. Ms. Mercera advised that she did not believe the affirmative Counter Claims asserted against Mr. Seibel were affected by the dissolution decision;

therefore, discovery should proceed on those Counter Claims. Mr. McNutt represented that the Order from the Delaware Court was not a final Order, the Plaintiffs would be appealing it, and there would a Motion for Stay filed in the instant case. COURT ORDERED that it was not inclined to stay the instant case presently; however, if either of the parties wished for the case to be stayed, they could file the appropriate written Motion. The Court noted for the record that it had received a copy of the Delaware Court's Order, and would be reviewing it. Given the issues in the case, Mr. McNutt suggested a nine month discovery period; Ms. Mercera and Mr. Wilt suggested a six month discovery period. COURT ORDERED the CLOSE of DISCOVERY would be May 23, 2018, and the DISPOSITIVE MOTION DEADLINE would be June 22, 2018. Mr. McNutt noted that he would be discussing phased discovery with the parties, and if the parties could come to an agreement, a Stipulation and Order would be submitted to the Court. COURT ORDERED, subsequent to the parties' discussions regarding phased discovery, they were to FILE a Joint Case Conference Report (JCCR); if the parties were unable to agree upon a JCCR, they could raise any issues they were having with the Court. COURT FURTHER ORDERED a Status Check regarding the filing of the JCCR was hereby SET on the Department's Chambers Calendar.

Regarding ESI Protocol, Mr. McNutt advised that the parties had received an ESI Protocol from the Federal Court, and that same Protocol could be utilized in the instant case. Upon Court's inquiry, counsel stated that neither a Special Master, nor a Receiver, was necessary at this juncture. Upon Court's inquiry, counsel advised that they did not feel a settlement conference would be beneficial at this time. COURT ORDERED a trial date was hereby SET. A Trial Order shall issue.

9/11/17 (CHAMBERS) STATUS CHECK: FILING OF JCCR

8/13/18 8:30 AM PRE TRIAL CONFERENCE

8/29/18 8:30 AM CALENDAR CALL

9//18 10:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 11, 2017**

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

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**September 11, 2017      3:00 AM      Status Check**

**HEARD BY:** Hardy, Joe

**COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Court staff verified that the joint case conference report has been filed.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@cmlawnv.com], Matthew C. Wolf, Esq. [mcw@cmlawnv.com], Allen J. Wilt, Esq. [awilt@fclaw.com], and John D. Tennert, Esq. [jtennert@fclaw.com]. (KD 9/19/17)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 25, 2017**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>September 25, 2017</b>	<b>3:00 AM</b>	<b>Motion to Associate Counsel</b>
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**HEARD BY:** Hardy, Joe

**COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, Plaintiff s Motion to Associate Counsel (Paul Sweeney, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@cmlawnv.com], Matthew C. Wolf, Esq. [mcw@cmlawnv.com], James Pisanelli, Esq. [jpp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittnie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], and John Tennert, Esq. [jtennert@fclaw.com]. (KD 9/27/17)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

November 07, 2017

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

**November 07, 2017      9:00 AM      Motion for Partial  
Summary Judgment**

**HEARD BY:** Hardy, Joe**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Kristin Duncan**RECORDER:** Matt Yarbrough**REPORTER:****PARTIES**

<b>PRESENT:</b>	Pisanelli, James J	Attorney
	Sweeney, Paul B.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney
	Wolf, Matthew C., ESQ	Attorney

**JOURNAL ENTRIES**

- The Court noted that it had reviewed the Motion for Partial Summary Judgment, as well as the Opposition and Reply, and requested that the parties address whether the best course of action would be to wait and see what actions the liquidating trustee took. Mr. Sweeney argued in support of the Motion, stating that Plaintiff was seeking the enforcement of section 14.21 of the development agreement. Regarding the Court's concerns pertaining to the liquidating trustee, Mr. Sweeney represented that the liquidating trustee had not yet accepted the appointment, and was hesitant to do so due to the lack of money in the entity. Mr. Wilt stated that it was Defendant's position that the ruling on the instant Motion be deferred, as the initial order of dissolution expressly provided that the trustee shall have exclusive authority to prosecute or defend. COURT ORDERED the instant Motion was hereby VACATED, FINDING the following: (1) there were concerns regarding Rowan Seibel's ability to prosecute the claims on behalf of GR BURGR, LLC; (2) although the liquidating trustee had been appointed, the trustee had not yet accepted the appointment; and (3) the Court's reading of the Delaware Court's Order was that the trustee was given the authority and ability to

review such issues as those raised in the instant Motion, and then had the ability and authority to determine whether to prosecute them or not. Mr. Pisanelli suggested that a status check be set in approximately thirty (30) days, to determine the course of the case. Mr. Sweeney and Mr. Wilt indicated there was no opposition to Pisanelli's suggestion. COURT ORDERED a status check was hereby SET.

12/5/17 9:00 AM STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

December 05, 2017

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

**December 05, 2017      9:00 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Watkins, Brittinee T	Attorney

**JOURNAL ENTRIES**

- Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Other Plaintiff GR BURGR, LLC and Defendant / Counter Claimant PHWLV, LLC; Allen J. Wilt, Esq. on behalf of Gordon Ramsay.

The Court noted that the instant hearing had been set to determine what was taking place in Delaware. Mr. McNutt advised that a liquidating trustee had not yet been appointed, and requested that the status check be continued approximately thirty (30) days. Mr. Wilt represented that the trustee candidate, Mr. Hammond, was hesitant to accept the appointment due to concerns that there were no funds in the GR BURGR, LLC entity with which to compensate him; however, Delaware counsel had recently proposed that both parties contribute funds to the GR BURGR, LLC entity, so that the trustee could accept appointment. Due to the funds being advanced to GR BURGR, LLC, Mr. Hammond had agreed to accept the appointment, and a proposed Order would be signed and circulated within one to two weeks. COURT ORDERED the instant matter was hereby CONTINUED.

CONTINUED TO: 1/9/18 9:00 AM



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters****COURT MINUTES****January 09, 2018**

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

**January 09, 2018      9:00 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Watkins, Brittinee T	Attorney

**JOURNAL ENTRIES**

- Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Other Plaintiff GRBURGR, LLC and Defendant / Counter Claimant PHWLV, LLC; Allen J. Wilt, Esq. on behalf of Defendant Gordon Ramsay.

The Court noted that the Trustee attempted to appear via CourtCall, but did not set up the service in a timely manner. The COURT DIRECTED counsel to inform the Trustee that he would be permitted to appear via CourtCall, but would need to set that up at least a day prior to whichever hearing he would be appearing for. Mr. McNutt stated that the Liquidating Trustee had been appointed and had accepted the appointment. Mr. McNutt requested a continuance of thirty (30) days to allow the Trustee to review all pertinent information, and to determine whether he wished to move forward with litigation. Ms. Mercera and Mr. Wilt affirmed Mr. McNutt's statements. Mr. Wilt represented that Defendant Siebel's Motion to Certify the Dissolution Order as a Certified Final Judgment had recently been denied by the Delaware Court. COURT ORDERED the instant matter was hereby CONTINUED, noting that the parties could submit a Stipulation and Order if the Trustee required more than thirty (30) days.

Colloquy regarding the consolidation of the instant case with related omnibus case. Ms. Mercera noted that the parties were preparing a Stipulation and Order regarding the consolidation, but would need the approval of the Trustee before it could be submitted to the Court. Mr. McNutt requested that the Court approve the consolidation without the Stipulation and Order. The COURT DIRECTED the parties to submit the Stipulation and Order to the Court, and to file the appropriate Motion if the parties could not reach an agreement.

CONTINUED TO: 2/6/18 9:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

February 06, 2018

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

**February 06, 2018      9:00 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      McNutt, Daniel R.      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Watkins, Brittinee T      Attorney

**JOURNAL ENTRIES**

- Present via CourtCall: Paul B. Sweeney, Esq. on behalf of Plaintiff / Counter Defendant Rowen Seibel; James Wilt, Esq. on behalf of Defendant Gordon Ramsay; and Kurt Heyman, Liquidating Trustee for GR BURGR, LLC.

Ms. Mercera stated that the parties were attempting to consolidate another case with the instant case; however, one half of a party had not agreed to sign the Stipulation and Order to Consolidate, which the other parties had already signed. Upon Court's inquiry, Ms. Mercera advised that the half of the entity refusing to sign, had not yet filed an Answer, and had only retained New York counsel as of the instant hearing. Upon Court's inquiry, counsel indicated there was no objection to the consolidation. COURT ORDERED the parties to provide it with the Stipulation and Order, including the signatures of all parties who had appeared in the case thus far.

Regarding moving forward with the case, Mr. Heyman represented that he had initial discussions with Caesar's regarding a potential resolution of the case, and would be having similar discussions with counsel for Defendant Ramsay and Plaintiff Seibel. Additionally, Mr. Heyman stated that he had been given an informal extension to February 15, 2018, for the filing of the Report and

Recommendations, and to report back to the Delaware Court of Chancery; however, additional time may be required to complete those tasks. Colloquy regarding whether an additional status check should be set. Mr. McNutt advised that Motions to Dismiss would be filed subsequent to the consolidation of the cases, and the scheduling issues could be addressed during those Motion hearings. The Court noted that it appeared, given the circumstances of the case, that the current trial and discovery schedule would not work; however, it would leave the issue to counsel to work through. COURT ORDERED the status check was hereby CONTINUED.

CONTINUED TO: 4/3/18 9:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 12, 2018**

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

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**April 12, 2018      9:00 AM      All Pending Motions**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Mercera, Maria Magali      Attorney

**JOURNAL ENTRIES**

- DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST MOTI DEFENDANTS...DEFENDANT'S MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST DEFENDANT DNT ACQUISITION, LLC...DEFENDANT ROWEN SEIBEL'S MOTION TO DISMISS PLAINTIFFS' CLAIMS...STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS...DEFENDANTS TPOV ENTERPRISES AND TPOV ENTERPRISES 16'S MOTION TO DISMISS PLAINTIFF'S CLAIMS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST LLTQ / FERG DEFENDANTS

The Court noted that it had e-mailed the parties in order to determine a continuance date that worked for all parties. Ms. Mercera stated that the parties were attempting to coordinate dates, and would notify the Court once they had decided upon a date. COURT ORDERED the instant Motions were hereby CONTINUED, date to be determined.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Business Court Matters

## COURT MINUTES

**April 23, 2018**

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

**April 23, 2018                      9:00 AM                      Motion to Associate  
Counsel**

**HEARD BY:** Hardy, Joe **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

## PARTIES

**PRESENT:** Mercera, Maria Magali Attorney  
Watkins, Brittinee T Attorney

## JOURNAL ENTRIES

- There being no Opposition, COURT ORDERED the instant Motion was hereby GRANTED. Ms. Mercera to prepare the Order, and submit it directly to the Court.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 30, 2018**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>April 30, 2018</b>	<b>3:00 AM</b>	<b>Motion to Associate Counsel</b>
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**HEARD BY:** Hardy, Joe

**COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, Defendants Motion to Associate Counsel (Nathan Rugg, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Daniel R. McNutt, Esq. [drm@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [mcw@mcnuttlawfirm.com], James Pisanelli, Esq. [jpp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittanie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], John Tennert, Esq. [jtennert@fclaw.com], Robert E. Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 4/30/18)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 30, 2018**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>April 30, 2018</b>	<b>3:00 AM</b>	<b>Motion to Associate Counsel</b>
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**HEARD BY:** Hardy, Joe

**COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, Defendants Motion to Associate Counsel (Steven Chaiken, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Danie R. McNutt, Esq. [drm@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [mcw@mcnuttlawfirm.com], James Pisanelli, Esq. [jjp@pisanellibice.com], Debra Spinelli, Esq. [dls@pisanellibice.com], Brittanie Watkins, Esq. [btw@pisanellibice.com], Allen Wilt, Esq. [awilt@fclaw.com], John Tennert, Esq. [jtennert@fclaw.com], Robert E. Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 4/30/18)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 01, 2018**

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

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**May 01, 2018**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Hardy, Joe

**COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**

McNutt, Daniel R.	Attorney
Mercera, Maria Magali	Attorney
Pisanelli, James J	Attorney
Sweeney, Paul B.	Attorney
Watkins, Brittinee T	Attorney
Wilt, Allen J.	Attorney
Wolf, Matthew C., ESQ	Attorney

**JOURNAL ENTRIES**

- Also present: Jeffrey Zeiger, Esq. on behalf of PHWLTV, LLC, Desert Palace, Inc., Boardwalk Regency Corporation, and Paris Las Vegas Operating Company, LLC; and Nathan Rugg, Esq. on behalf of the MOTI, FERG, and LLTQ entities.

**STATUS CHECK: STATUS OF CASE / DELAWARE PROCEEDINGS**

Mr. Sweeney represented that the Trustee had discussions with Gordon Ramsey's counsel, and they had reached an agreement in principal on a settlement in the Delaware action; however, the settlement had not yet been finalized. Mr. Zeiger affirmed Mr. Sweeney's representations. Upon Court's inquiry, counsel stated that there was nothing further for the Court to address (related to the Delaware proceedings) at this time.

DEFENDANT'S MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST DEFENDANT DNT ACQUISITION, LLC...DEFENDANT ROWEN SEIBEL'S MOTION TO DISMISS PLAINTIFFS' CLAIMS...DEFENDANTS TPOV ENTERPRISES AND TPOV ENTERPRISES 16'S MOTION TO DISMISS PLAINTIFF'S CLAIMS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST LLTQ/FERG DEFENDANTS...DEFENDANTS' AMENDED MOTION TO DISMISS OR IN THE ALTERNATIVE, TO STAY CLAIMS ASSERTED AGAINST MOTI DEFENDANTS

Mr. Pisanelli noted that one Opposition had been filed in response to all of the pending Motions to Dismiss, and he wished to allow of Defendants' counsel to argue their respective Motions, prior to arguing in Opposition. Arguments by Mr. Rugg, Mr. McNutt, and Mr. Sweeney in support of their respective Motions. Arguments in opposition by Mr. Pisanelli. COURT ORDERED all of the pending Motions to Dismiss were hereby DENIED WITHOUT PREJUDICE, FINDING the following: (1) the first to file doctrine was a doctrine of discretion, and under the totality of the circumstances in the instant case, it made sense for the Court to exercise its discretion in not deferring to the first to file doctrine; (2) comity supported the denial of the Motions, as pointed out by Judge Davis's Order regarding why the proceedings should go forward in State Court; (3) the Court's decision was made under the Motion to Dismiss standard, under which the Court must assume that pleadings being alleged were true; (4) the instant Motions were not Summary Judgment Motions; (5) the Court did consider the subject contracts; because, even though the instant Motions were Motions to Dismiss, the contracts referred to/attached to the pleadings, could be considered by the Court under the Motion to Dismiss standard; (6) the Court agreed with Caesar's arguments that the actions involved in the various cases, involved suitability questions related to Rowen Seibel, before and after the contracts; (7) there was great potential for inconsistent rulings amongst the different actions, and keeping before this Court would hopefully alleviate some of that potential; (8) the subject contracts had nearly identical suitability provisions, which supported the denial of the instant Motions; (9) the instant action was the most comprehensive action, and the most efficient; (10) the determination on the issues in the instant case, may be binding on all parties in front of this Court, and the repercussions of the determinations on the contracts may be litigated elsewhere; however, it made sense under the totality of the circumstances to keep, what the Court would characterize as a determination on a key issue, before this Court; (11) this Court, in rendering its ruling, was not attempting to tell any other Court what they should do; (12) the request for a STAY was DENIED WITHOUT PREJUDICE, as the case needed to move forward, and be decided on its merits; (13) any discovery taken in any other actions, could presumably be used in the instant case; however, if any of the parties felt otherwise, the Court would address those objections once they were properly raised; (14) the FERG entities were in a somewhat unique position compared to the other Defendants, given FERG's contract, and the forum selection clause contained therein; (15) ordinarily the Court would defer to a forum selection clause; however, the FERG entities, whether they were doing so voluntarily or not, were already litigating in a forum that was not New Jersey; (16) there has been no indication that the merits were reached in any of the other cases; (17) while the Court appreciated the comments by the Judge in one of the other cases regarding the merits, those comments were not an actual determination on the merits; (18) this Court had subject matter jurisdiction over the Defendants, including the FERG

entities; and (19) the Court disagreed with Caesar's interpretation of the 14.10(c) contract provision, where they attempted to argue that it only applied to arbitration, and not to litigation; the Court felt that the provision's language was clear, and that it did apply to litigation.

Mr. Pisanelli to prepare one Order for all of the Motions to Dismiss, and forward it to opposing counsel for approval as to form and content.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 14, 2018**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>May 14, 2018</b>	<b>3:00 AM</b>	<b>Motion to Associate Counsel</b>
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**HEARD BY:** Hardy, Joe

**COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, Plaintiffs Motion to Associate Counsel (William Edward Arnault, IV, Esq.) is hereby GRANTED as unopposed, pursuant to EDCR 2.20(e), and is GRANTED on the merits, pursuant to Rule 42 of the Supreme Court Rules. IT IS FURTHER ORDERED that by accepting this admission, Counsel agrees to submit to the Court s jurisdiction and appear without subpoena for any proceedings required by the Court which relate to Counsel s conduct in this matter including motions, depositions, and evidentiary hearings, whether or not Counsel has withdrawn from representing any party pursuant to Supreme Court Rule 42(13)(a). Plaintiff s counsel is to prepare the written order, submit it to Defendants counsel for review and approval, and then submit the order to Department 15 s chambers within 10 days of this minute order pursuant to EDCR 7.21.

CLERK'S NOTE: A copy of this minute order was e-mailed to: James J. Pisanelli, Esq. [jjp@pisanellibice.com], Debra L. Spinelli, Esq. [dls@pisanellibice.com], M. Magali Mercera, Esq. [mmm@pisanellibice.com], Brittne T. Watkins, Esq. [btw@pisanellibice.com], Daniel R. McNutt, Esq. [DRM@mcnuttlawfirm.com], Matthew C. Wolf, Esq. [MCW@mcnuttlawfirm.com], Allen Wilt, Esq. [awilt@fclaw.com], and Robert Atkinson, Esq. [robert@nv-lawfirm.com]. (KD 5/14/18)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

August 07, 2018

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

**August 07, 2018      9:00 AM      Motion to Stay**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Elizabeth Vargas

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	Arnault, William E.	Attorney
	McNutt, Daniel R.	Attorney
	Pisanelli, James J	Attorney
	Spinelli, Debra L.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney
	Wolf, Matthew C., ESQ	Attorney

**JOURNAL ENTRIES**

- Mr. McNutt provided a procedural summary of the case; stated Judge Hardy denied the Petition and an action was filed with the Nevada Supreme Court; discussed irreparable harm. Court inquired how much discovery would need to be conducted and criminal issues regarding taxes. Mr. McNutt requested this matter be stayed. Mr. Pisanelli argued regarding public policy; stated nothing new is being agreed upon today; stated Nevada is the place for the declaratory relief action to be decided; requested the earlier ruling of Judge Hardy be followed. Arguments by counsel. Court stated findings, and ORDERED, Motion DENIED. Mr. Pisanelli to prepare the Order, if parties cannot agree, to prepare and submit competing orders.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**October 23, 2018**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**October 23, 2018      10:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Lebensfeld, Alan M.	Attorney
	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Sutehall, Kevin M.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney

**JOURNAL ENTRIES**

- PROPOSED PLAINTIFF IN INTERVENTION THE ORIGINAL HOMESTEAD RESTAURANT, INC. D/B/A THE OLD HOMESTEAD STEAKHOUSE'S MOTION TO ASSOCIATE COUNSEL ON AN ORDER SHORTENING TIME...MOTION TO INTERVENE

There being no opposition, COURT ORDERED, Motions GRANTED. Orders presented and signed IN OPEN COURT.

**MANDATORY RULE 16 CONFERENCE**

Court reviewed history of case. Colloquy regarding discovery and trial timeframes needed. Further colloquy regarding setting status check matter for trial protocol and electronically stored information, and possibility of depositions exceeding 7 hours. COURT ORDERED, Trial dates SET; Status Check SET; Close of Discovery 5/6/19. Department to issue scheduling order.



2/28/19 9:00 AM STATUS CHECK: STATUS OF CASE...PROPOSED TRIAL  
PROTOCOL...ELECTRONICALLY STORED INFORMATION

10/3/19 10:30 AM PRETRIAL/CALENDAR CALL

10/14/19 9:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 28, 2019**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**February 28, 2019      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Sutehall, Kevin M.	Attorney
	Wilt, Allen J.	Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Kevin Sutehall, Esq. present via CourtCall for Original Homestead Restaurant.

Colloquy regarding issue proceeding with a confidentiality agreement and ESI due to level of participation by Trustee of GRB. Further colloquy as to appropriate course to resolve same. COURT ORDERED, Order to Show Cause to issue from Caesar's Entities by Mr. Pisanelli as discussed; date for Notice SET.

3/27/19 9:00 AM SHOW CAUSE HEARING

CLERK S NOTE: In absence of issuance of Order to Show Cause, Department hereby vacates date previously provided for same. This Minute Order has been electronically served to the parties through Odyssey eFile.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 12, 2019**

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

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**March 12, 2019      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

**PRESENT:**      McNutt, Daniel R.      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Pisanelli, James J      Attorney  
                         Sutehall, Kevin M.      Attorney  
                         Watkins, Brittinee T      Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Alan Lebensfeld, Esq. present via CourtCall for Original Homestead Restaurant.

MOTION FOR AN EXTENSION OF DISCOVERY DEADLINES ON ORDER SHORTENING TIME  
JOINDER TO CAESARS LIMITED OPPOSITION TO PLAINTIFF'S MOTION FOR EXTENSION OF  
DISCOVERY DEADLINES ON ORDER SHORTENING TIME

Arguments by counsel. Colloquy regarding staggered deadlines and update as to prior issue with signatures on confidentiality agreement and ESI protocol documents. COURT ORDERED, Motion for Extension of Discovery GRANTED; deadlines to be used are those designated in the Motion with exception to Dispositive Motions DUE 10/4/19 and Motions in Limine DUE 11/4/19. Court directed Mr. McNutt to prepare the order. FURTHER ORDERED, Trial dates VACATED and RESET; Department to issue an amended trial order. Ms. Mercera presented for Court's review documents pertaining to Stipulated Confidentiality Agreement and Protective Order and Electronically Stored

Information; same signed IN OPEN COURT.

1/9/20 10:30 AM PRETRIAL/CALENDAR CALL

1/27/20 9:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 02, 2019**

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

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**May 02, 2019      9:00 AM      Motion to Associate  
Counsel**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Mercera, Maria Magali      Attorney  
                    Wolf, Matthew C., ESQ      Attorney

**JOURNAL ENTRIES**

- Matter of Motion to Associate Joshua Feldman. Matter submitted. COURT ORDERED, Motion regarding counsel Joshua Feldman GRANTED. Order regarding same presented to Court and signed IN OPEN COURT. Mr. Wolf requested submission of Motion to Associate Nicole Milone at this time. COURT FURTHER ORDERED, Motion regarding attorney Nicole Milone ADVANCED from 5/8/19 to today and GRANTED. Prevailing party to submit the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 23, 2019**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**May 23, 2019**

**9:00 AM**

**All Pending Motions**

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

**COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	McNutt, Daniel R.	Attorney
	Mercera, Maria Magali	Attorney
	Sutehall, Kevin M.	Attorney
	Sweeney, Paul B.	Attorney
	Wilt, Allen J.	Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Nathan Rugg, Pro Hac Vice attorney, present for LLTQ Enterprises. Steven Chaiken, Esq. present via CourtCall for PHWLV.

BARACK FERRAZZANO'S MOTION TO WITHDRAW AS COUNSEL OF RECORD...CERTILMAN BALIN'S MOTION TO WITHDRAW AND MOTION FOR STAY OF DISCOVERY ON ORDER SHORTING TIME...ADELMAN & GETTLEMAN'S MOTION TO WITHDRAW ON ORDER SHORTENING TIME

Mr. McNutt requested his Motion to Withdraw as Counsel scheduled 6/12/19 be heard today as well; COURT SO ORDERED. Arguments by counsel. COURT FURTHER ORDERED, Motions to Withdraw GRANTED; Stay of case in effect for two weeks; Status Check SET in two weeks regarding obtaining counsel; Trial STANDS. Colloquy regarding pending discovery and motion practice for same. Court directed possible motion as to discovery issues be held until time of Status Check. Court directed prevailing parties submit their orders for today's Motions and Ms. Mercera to prepare order

**A-17-751759-B**

as to the stay.

6/6/19 9:00 AM STATUS CHECK: OBTAINING COUNSEL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 06, 2019

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

**June 06, 2019      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Atkinson, Robert E.	Attorney
	Carroll, David A.	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Sutehall, Kevin M.	Attorney
	Watkins, Brittinee T	Attorney
	Wilt, Allen J.	Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Steven Bennett, Pro Hac Attorney, present for Defense. Alan Lebensfeld, Esq. present via CourtCall for Original Homestead Restaurant.

Matter of Status Check regarding Obtaining Counsel. As to Mr. Bennett, Mr. Carroll advised his Pro Hac is pending and intends to speak today. Mr. Pisanelli advise no objection to Mr. Bennett participation. Mr. Bennett advised now have Notice of Appearance from Mr. Carroll and his firm as local counsel for corporate entities and Mr. Seibel as well as anticipates Pro Hac for himself and member of his firm. Court stated will sign order shortening time to expedite counsel and will entertain adjusting trial. Colloquy regarding case management scheduling including outstanding disputes, status of stay, and expert disclosures due today. COURT ORDERED, stay is lifted. Court directed stipulation discussed also include expert disclosures issue. Mr. Wilt advised settlement regarding Gordan Ramsey portion of case is still going forward, documentation close, and anticipates



requesting of Court that related liens be adjudicated. Court so noted.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 24, 2019**

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

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**July 24, 2019**

**9:00 AM**

**All Pending Motions**

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

**COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

Carroll, David A.

Attorney

Mercera, Maria Magali

Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Allen Wilt, Esq. present via CourtCall for Deft. Ramsey.

PTLFS' MOTION TO ASSOCIATE COUNSEL DANIEL BROOKS, ESQ...PTLFS' MOTION TO ASSOCIATE COUNSEL STEVEN BENNETT, ESQ.

There being no opposition, COURT ORDERED, Motions GRANTED. Mr. Carroll advised will prepare the orders.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 17, 2019**

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

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**September 17, 2019      9:00 AM      Motion to Seal/Redact  
Records**

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

**COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Carroll, David A.      Attorney  
Mercera, Maria Magali      Attorney  
Tennert, John D.      Attorney

**JOURNAL ENTRIES**

- Matter of Gordon Ramsay's Motion to Seal Motion for Protective Order and Certain Supporting Exhibits on Order Shortening Time. Upon Court's inquiry, Mr. Tennert advised documents at issue have not been lodged. There being no opposition, COURT ORDERED, Motion to Seal GRANTED; order signed IN OPEN COURT. COURT FURTHER ORDERED, Motion for Protective Order on Order Shortening Time TO BE SET 9/26/19. Upon Court's inquiry as to trial setting, Ms. Mercera advised parties contemplate extension of discovery one month for depositions. Court stated parties may submit stipulation for same.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 26, 2019**

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

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**September 26, 2019      9:30 AM      Motion for Protective  
Order**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Dana J. Tavaglione

**PARTIES**

**PRESENT:**      Carroll, David A.      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Wilt, Allen J.      Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Steven Bennett, Esq. present via CourtCall for Defts.

Matter of Gordon Ramsay's Motion for Protective Order Regarding Siebel's Requests for Admission on Order Shortening Time. Mr. Carroll requested pending Motion to Seal decided. There being no objection, COURT ORDERED, pending Motion to Seal Certain Exhibits to Plaintiff's Opposition to Motion for Protective Order ADVANCED from 10/30/19 and GRANTED. Court directed Mr. Carroll to prepare the order. Arguments by counsel regarding Motion for Protective Order. Court FINDS the marital affair not relevant; therefore, FURTHER ORDERED, Motion for Protective Order GRANTED; Countermotion to Compel DENIED. Court directed Mr. Wilt to prepare the order; if parties cannot agree on form and content, may submit competing orders.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**November 06, 2019**

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

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**November 06, 2019      9:00 AM      Motion to Amend Answer**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

**PRESENT:**      DiRaimondo, Anthony      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Wilt, Allen J.      Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Daniel Brooks, Esq. present via CourtCall for Defts.

Arguments by Mr. Brooks and Ms. Mercera. Court FINDS good cause not shown under facts of this case; therefore, ORDERED, Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims DENIED. Court directed Ms. Mercera to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Business Court Matters

## COURT MINUTES

November 13, 2019

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

**November 13, 2019      9:00 AM      Motion to Associate Counsel**

**HEARD BY:** Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

## PARTIES

**PRESENT:** DiRaimondo, Anthony Attorney  
Watkins, Brittinee T Attorney

## JOURNAL ENTRIES

- APPEARANCES CONTINUED: Lucy Crow, Esq. present for Intervenor Pltf. Original Homestead Restaurant.

There being no opposition, COURT ORDERED, Intervenor Pltf's Motion to Associate Counsel - Lawrence J. Sharon GRANTED; order signed IN OPEN COURT.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 12, 2020**

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

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**February 12, 2020      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

**PRESENT:**      Brooks, Daniel J.      Attorney  
Carroll, David A.      Attorney  
Mercera, Maria Magali      Attorney  
Pisanelli, James J      Attorney  
Watkins, Brittinee T      Attorney  
Wilt, Allen J.      Attorney

**JOURNAL ENTRIES**

- CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; AND EX PARTE APPLICATION FOR ORDER SHORTENING TIME...MOTION TO SEAL CERTAIN EXHIBITS TO OPPOSITION TO CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT

Arguments by Mr. Pisanelli and Mr. Brooks. Court reviewed Nutton case factors. Court stated ITS FINDINGS and ORDERED, Motion for Leave GRANTED. Court directed Mr. Pisanelli prepare the order with Nutton factors as discussed. Upon Court's inquiry with respect to sealing, Ms. Mercera advised parties discussed de-designation. Mr. Brooks advised parties discussed withdrawal of confidentiality. COURT FURTHER ORDERED, Motion to Seal GRANTED. Court stated parties may de-designate at their discretion.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 12, 2020**

---

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

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**March 12, 2020      3:21 PM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- As a precautionary measure in light of public health concerns with respect to Coronavirus CoVID-19, this Court orders that any party intending to appear before Department 16 for law and motion matters between now and April 30, 2020 do so by Court-approved telephonic means only. As a result, your matter scheduled Tuesday, March 18, 2020 in this case will be held telephonically via CourtCall. You are hereby requested to make arrangements with CourtCall if you intend to participate that day. Please refer to Department 16's guidelines with regard to CourtCall scheduling:

"Department 16 utilizes CourtCall for telephonic appearances. Please contact CourtCall for approved appearances and to schedule. They can be reached toll-free at 1-888-882-6878 and/or on-line at [www.courtcall.com](http://www.courtcall.com) no later than one judicial day preceding your hearing date. Please note, all witnesses appearing telephonically must have ... court-approved notary and/or official present on their end to swear them in."

If you have questions or concerns with respect to your matter and this interim telephonic requirement, please contact JEA Lynn Berkheimer.

CLERK'S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.





**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 18, 2020**

---

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

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**March 18, 2020      9:00 AM      Motion to Seal/Redact  
Records**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Paul Williams, Esq. present via CourtCall for Pltf. Rowan Seibel. John Tennert, Esq. present via CourtCall for Deft. Gordon Ramsey. Maria Mercera, Esq. present via CourtCall for Movant PHWLV.

Upon Court's inquiry, Ms. Mercera advised matter unopposed. COURT ORDERED, Motion to Seal GRANTED. Court stated electronic submission of proposed order allowed. Colloquy regarding possible continuance of case deadlines in light of recent public health concern. Court stated parties may coordinate with Department JEA for possible trial continuance and deadlines.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 29, 2020

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

April 29, 2020

9:00 AM

Status Check: Status of  
Case

HEARD BY: Williams, Timothy C.

COURTROOM: RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

**PARTIES**

<b>PRESENT:</b>	Bailey, John R	Attorney
	Gilmore, Joshua P., ESQ	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney

**JOURNAL ENTRIES**

- Counsel present telephonically. Colloquy regarding stipulated stay expiring 5/22/20 with respect to both written discovery and deposition issues and whether derivative claims issue as to GRB party impacted by 6/26/20 Delaware Court hearing. Court noted complaint in this case filed 2/28/17 and without agreed extension as to 5-year rule, case to proceed timely. COURT ORDERED, status check SET at time of 5/20/20 Motion to Dismiss to consider outstanding discovery other than depositions, as discussed; parties afforded last meet and confer opportunity and Court may direct motion filing and briefing schedule if not resolved. Court stated Mr. Pisanelli not precluded from filing motion on the GRB issue. Court further stated Delaware action and Trustee report will have no impact on proceeding; however, parties may include exhibit and explanation regarding same action.

5/20/20 9:30 AM STATUS CHECK: OUTSTANDING DISCOVERY (OTHER THAN DEPOSITIONS)...MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 12, 2020**

---

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

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<b>May 12, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 767 346 530  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters****COURT MINUTES****May 20, 2020**

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

**May 20, 2020****9:30 AM****All Pending Motions****HEARD BY:** Williams, Timothy C.**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Christopher Darling**RECORDER:****REPORTER:** Peggy Isom**PARTIES**

<b>PRESENT:</b>	Bailey, John R	Attorney
	Gilmore, Joshua P., ESQ	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN'S MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT...STATUS CHECK: OUTSTANDING DISCOVERY (OTHER THAN DEPOSITIONS)

Counsel present telephonically. Arguments by Mr. Gilmore and Mr. Pisanelli. Court FINDS first amended complaint withstands Rule 65 challenge; therefore, ORDERED, Motion to Dismiss DENIED. Court directed Mr. Pisanelli to prepare the order and circulate; if parties cannot agree on form and content, may submit competing orders. As to today's status check, Ms. Mercera advised parties are working to resolve some issues and other issues will be brought by motion practice. Court so noted. Colloquy regarding possible omnibus answer and counterclaim and related issues.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**May 29, 2020**

---

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

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<b>May 29, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 948 657 904  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**June 01, 2020**

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

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**June 01, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 948 657 904  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 03, 2020

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

June 03, 2020

1:30 PM

Status Check

HEARD BY: Williams, Timothy C.

COURTROOM: RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

**PARTIES****PRESENT:**

Bailey, John R	Attorney
Gilmore, Joshua P., ESQ	Attorney
Mercera, Maria Magali	Attorney
Pisanelli, James J	Attorney
Tennert, John D.	Attorney
Watkins, Brittinee T	Attorney

**JOURNAL ENTRIES**

- Counsel present telephonically. Mr. Pisanelli advised certain letter by adverse counsel sent to this Court and Delaware Court; Mr. Pisanelli inquired as to whether to file curative motion. Court stated ex-parte communications not reviewed and improper. Mr. Pisanelli requested clarification as to permission of subpoenas in light of recent Court administrative order. Court stated until administrative order retracted, counsel are to submit subpoenas before this Court as opposed to Discovery Commissioner as it is a business court case.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters****COURT MINUTES****June 10, 2020**

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

**June 10, 2020****9:00 AM****All Pending Motions****HEARD BY:** Williams, Timothy C.**COURTROOM:** RJC Courtroom 03H**COURT CLERK:** Christopher Darling**RECORDER:****REPORTER:** Peggy Isom**PARTIES****PRESENT:**

Bailey, John R	Attorney
Gilmore, Joshua P., ESQ	Attorney
Lovaas, Aaron D	Attorney
Mercera, Maria Magali	Attorney
Pisanelli, James J	Attorney
Tennert, John D.	Attorney
Watkins, Brittinee T	Attorney
Williams, Paul	Attorney

**JOURNAL ENTRIES**

- MOTION TO REDACT CAESARS' OPPOSITION TO ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN'S MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT AND SEAL EXHIBIT 2 THERETO...THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL ON OST (8TH REQUEST)

All counsel present telephonically. Ms. Mercera advised no opposition to Motion to Redact. In light of no opposition, COURT ORDERED, Motion to Redact GRANTED. Court directed Ms. Mercera to prepare the order. Arguments by counsel regarding Motion to Extend. Court stated ITS FINDINGS and ORDERED, Motion GRANTED IN PART; 90-day extension as follows: Close of Discovery 10/19/20; Dispositive Motions 11/18/20; Trial 2/22/21. Court directed Mr. Gilmore to prepare the

motion order. Department to issue amended trial order.

2/11/21 10:30 AM PRETRIAL/CALENDAR CALL

2/22/21 9:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 06, 2020**

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

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**July 06, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 979 480 011  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
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CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 15, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**July 15, 2020**

**9:00 AM**

**All Pending Motions**

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

**COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	Gilmore, Joshua P., ESQ	Attorney
	Lovaas, Aaron D	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Watkins, Brittinee T	Attorney

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: Wade Beavers, Esq. present for Gordon Ramsay.

CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS...(1) ROWEN SEIBEL'S OPPOSITION TO CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS; AND (2) THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S COUNTERMOTION FOR A PROTECTIVE ORDER

Counsel present telephonically. Arguments by Mr. Pisanelli and Mr. Gilmore. Court stated ITS FINDINGS and ORDERED, Motion GRANTED; Countermotion DENIED. Mr. Pisanelli requested time restriction on production. Colloquy regarding same. COURT FURTHER ORDERED, loan documents production DUE within 14 days and engagement letter DUE within 7 days. Court directed Mr. Pisanelli to prepare and circulate the order based on the record; if parties cannot agree on form and content, may submit competing orders. Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.

DEFENDANT'S MOTION TO REDACT CAESARS' MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS AND SEAL EXHIBITS 1 AND 18 THERETO Court stated will review matter and issue decision. Mr. Gilmore requested 7/29/20 Motion to Seal matter advanced for consideration as well. Ms. Mercera requested same; COURT SO ORDERED. Decision forthcoming.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 20, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>July 20, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 979 480 011  
To connect, dial the telephone number then enter the meeting ID followed by #.  
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Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 21, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLTV LLC, Defendant(s)
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<b>July 21, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Having examined Motion to Seal Exhibits 1 and 3 to (1) Rowen Seibel's Opposition to Caesars' Motion to Compel Responses to Requests for Production of Documents; and (2) The Development Entities and Rowen Seibel's Countermotion for a Protective Order filed on June 23, 2020, noting that service was effectuated upon the parties, no timely opposition was filed thereto, and there being good cause, this Court ORDERS the Motion is GRANTED pursuant to EDCR 2.20(e). The matter scheduled for July 29, 2020 is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within fourteen (14) days of this Minute Order pursuant to EDCR 7.21. Pursuant to AO 20-10, these must be submitted electronically to DC16Inbox@clarkcountycourts.us.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**August 04, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>August 04, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Having examined Motion to Redact Caesars' Reply in Support of Motion to Compel Responses filed on July 8, 2020, noting that service was effectuated upon the parties, no opposition was filed thereto, and there being good cause, this Court ORDERS the Motion is GRANTED pursuant to EDCR 2.20(e). The matter scheduled for August 11, 2020 is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within fourteen (14) days of this Minute Order pursuant to EDCR 7.21. Pursuant to AO 20-10, these must be submitted electronically to DC16Inbox@clarkcountycourts.us.

CLERK'S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.

CLERK'S NOTE: Minutes amended to correct the document filed date of 7/9/20; the correct filed date is 7/8/20, as reflected above. /cd 6-7-21/

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**August 12, 2020**

---

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

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**August 12, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile and by mail to Myestee [3111 Bel Air Drive #14F, Las Vegas, NV 89109].

Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:

Dial the following number: 1-408-419-1715

Meeting ID: 301 745 453

To connect, dial the telephone number then enter the meeting ID followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served to counsel through Odyssey eFile.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 16, 2020**

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

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**September 16, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 261 117 825  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: This Minute Order has been electronically served through Odyssey eFile to all parties with an email address on record.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 23, 2020**

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

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**September 23, 2020      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

**PRESENT:**      Bailey, John R      Attorney  
                 Lovaas, Aaron D      Attorney  
                 Pisanelli, James J      Attorney  
                 Spinelli, Debra L.      Attorney  
                 Tennert, John D.      Attorney  
                 Watkins, Brittinee T      Attorney

**JOURNAL ENTRIES**

- CAESARS' MOTION TO STRIKE THE SEIBEL-AFFILIATED ENTITIES' COUNTERCLAIMS, AND/OR IN THE ALTERNATIVE, MOTION TO DISMISS

Hearing held telephonically. Arguments by Mr. Pisanelli and Mr. Bailey. Colloquy regarding whether or not to additionally brief factors in Nutton case. Matter submitted. Court stated will review pleading record and prior decisions including the amendment and counterclaims, and perform Rule 16 analysis to make good cause determination; minute order decision forthcoming.

THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY...OPPOSITION TO THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY AND COUNTERMOTION FOR PROTECTIVE ORDER

Mr. Pisanelli advised this matter centers on the pending ruling on Motion to Strike and requested to

trail. Mr. Bailey requested same. COURT ORDERED, Motion to Compel and Countermotion for Protective Order CONTINUED to 10/22/20.

Mr. Bailey advised parties discussed 30-day extension of discovery and it would require moving trial date. Court stated parties may submit stipulation to that effect and contact Court JEA or Court Clerk for trial stack information. Mr. Pisanelli advised will coordinate with counsel as to proposed extension. Court directed parties consider current February 2021 jury trial stack not viable in light of current public health pandemic and trial continuance alone would not extend discovery unless parties agree.

CONTINUED TO: 10/22/20 9:00 AM THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY...OPPOSITION TO THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY AND COUNTERMOTION FOR PROTECTIVE ORDER

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**October 16, 2020**

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

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<b>October 16, 2020</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 458 575 421  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
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Identify yourself before speaking each and every time as a record is being made.  
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CLERK S NOTE: A copy of this Minute Order was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**October 22, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**October 22, 2020      9:00 AM      Motion to Compel**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Lovaas, Aaron D	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held telephonically. Mr. Williams requested matter trailed another 30 days and advised pending decision on Motion to Strike will impact the Motion to Compel. Ms. Mercera advised the representation is correct and the Motion is to be heard after pending decision. There being agreement, COURT ORDERED, Motion to Compel CONTINUED to 12/3/20.

CONTINUED TO: 12/3/20 9:30 AM THE DEVELOPMENT ENTITIES AND ROWEN SEIBIEL'S MOTION TO COMPEL PRODUCTION OF FINANCIAL RECORDS RELATED TO GORDON RAMSAY STEAK ATLANTIC CITY



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**November 23, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**November 23, 2020      8:00 AM              Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- After review and consideration of the points and authorities on file herein and oral argument of counsel, the Court determined as follows:  
There are three Nevada Rules of Civil Procedure (NRCP) that are implicated by the instant motion: Rule 12(f), which governs motions to strike, Rule 15(a), which governs amendments to pleadings, and former Rule 13(f), which governed the addition of omitted counterclaims. The 2019 Amendments to the NRCP changed Rule 15(a) and abrogated Rule 13(f). (consistent with the Federal Rules of Civil Procedure).  
The Nevada Supreme Court has not addressed whether counterclaims filed in response to an amended complaint under NRCP 15 must be permitted as of right. Therefore, all parties have turned to federal case law addressing the analogous FRCP, specifically Rule 15. The three approaches have been characterized as narrow, permissive, and moderate. Courts applying the narrow approach held that an amended answer must be explicitly confined to the amendments to the complaint. On the other end of the spectrum, Courts applying the permissive view had that the defendant is allowed to plead anew to the amended complaint as though it were the original complaint. The moderate approach held that the breadth of the amended response's changes must reflect the breadth of the changes in the amended complaint. The abrogation of FRCP 13(f) in 2009; and consequently NRCP 13(f) in 2019 would su              persede cases following the narrow approach. See Sierra Dev. Co. v. Chartwell Advisory Grp. Ltd., No. 13cv602 BEN (VPC), 2016 U.S. Dist. LEXIS 160308, at \*11 (D. Nev.

Nov. 18, 2016). The permissive approach deprives the Court of the ability to manage litigation. See *id.* Under Nevada law, the permissive approach would contradict NRCP Rule 16, which the Supreme Court implemented to ensure trial judges actively managed their cases in an orderly manner. Under the moderate approach, the amended counterclaims would not be permitted because the breadth of the changes in the new counterclaims do not reflect the breadth of the changes to Caesar's First Amended Complaint (i.e. the kick back scheme). Instead the amended counterclaims relate to Caesar's termination of the Seibel Agreements. Moreover, this Court already rejected Defendants' efforts to amend similar counterclaims for failing to show good cause after the deadline to amend expired.

Nev. R. Civ. P. 15(a), a party should be granted leave to amend a pleading when justice so requires, and the proposed amendment is not futile. However, when a party seeks to amend a pleading after the deadline previously set for seeking such amendment has expired, Nev. R. Civ. P. 16(b) requires a showing of "good cause" for missing the deadline. See *Nutton v. Sunset Station*, 131 Nev. 279, 357 P.3d 966, 131 Nev. Adv. Rep. 34 (2015).

Accordingly, this Court has considered the three approaches; however, this Court will follow the NRCP 16 mandate which specifically requires a showing of good cause to amend the pleadings after the timer period set forth in the court's scheduling order expired. Consequently, the amended counterclaims are time-barred by this Court's prior scheduling order and the previous denial of the LTTQ/FERG Defendants' Motion to Amend. Caesar's first amended complaint did not open the door for the Seibel-Affiliated Entities to expand the scope of the litigation beyond its current parameters. Thus, the Seibel-Affiliated Entities' new counterclaims must be stricken. Accordingly, this Court hereby GRANTS Caesar's Motion to Strike the Seibel-Affiliated Entities' Counterclaims.

Counsel for the DEFENDANT, Caesar's shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**November 25, 2020**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**November 25, 2020      8:00 AM              Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 458 575 421  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
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Do not place the conference on hold as it may play wait/hold music to others.  
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Please be mindful of sounds of rustling of papers or coughing.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 01, 2020**

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

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**December 01, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:

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Meeting ID: 458 575 421

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Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 03, 2020**

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

---

**December 03, 2020      9:00 AM      Motion to Compel**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- No parties present. Court noted Motion to Compel withdrawn.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 08, 2020**

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

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**December 08, 2020      1:30 PM      Motion**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Gilmore, Joshua P., ESQ	Attorney
	Glantz, Stephanie J.	Attorney
	Mercera, Maria Magali	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held telephonically. Colloquy regarding resetting matter in light of recent briefing, the potential impact of decision, conflict with scheduled deposition, and whether or not extension by the parties possible. COURT ORDERED, matter CONTINUED to 12/14/20 at 9:30 a.m.

CONTINUED TO: 12/14/20 9:30 AM THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN S MOTION: (1) FOR LEAVE TO TAKE CAESARS NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME

CLERK'S NOTE: Minutes corrected. /cd 12-9-20/

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 11, 2020**

---

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

---

**December 11, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically  
Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conference through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:  
Dial the following number: 1-408-419-1715  
Meeting ID: 458 575 421  
To connect, dial the telephone number then enter the meeting ID followed by #.  
PLEASE NOTE the following protocol each participant will be required to follow:  
Place your telephone on mute while waiting for your matter to be called.  
Do not place the conference on hold as it may play wait/hold music to others.  
Identify yourself before speaking each and every time as a record is being made.  
Please be mindful of sounds of rustling of papers or coughing.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 14, 2020**

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

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**December 14, 2020      9:30 AM      Motion**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held telephonically. Arguments by Mr. Williams and Mr. Pisanelli. COURT ORDERED, Motion to Compel DENIED as pertains to benefits as there is distinction with regard to rebates or gratuities and is not relevant; as to proportionality and set-offs, not relevant; as to gaming employees, not relevant or germane; as to common interest privilege, will use 8/19/2016 as controlling date which was asserted by Caesar s; will permit the limited Rule 30(b)(6) deposition of Mr. Green. Mr. Williams requested clarification with respect to certain categories and whether Caesar will produce in light of Close of Discovery this Friday. Court stated will honor an agreement by the parties. Mr. Pisanelli advised he will coordinate with Ms. Mercera regarding what was agreed to and respond to Mr. Williams. Court directed Mr. Pisanelli to prepare an order from today with specific findings based upon hearing record as well as points and authorities on file.

Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 21, 2020**

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

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**December 21, 2020      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 20-10, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans, wherein you dial in prior to your hearing to appear. The call-in number is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

To connect, dial the telephone number then enter the meeting ID followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 06, 2021**

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

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**January 06, 2021      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Mercera, Maria Magali      Attorney  
                 Williams, Paul      Attorney

**JOURNAL ENTRIES**

- THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION FOR LEAVE TO FILE OVERSIZED BRIEF

MOTION TO REDACT THEIR MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY; AND TO SEAL EXHS. 49-57 TO THE APPENDIX OF EXHIBITS RELATED THERETO

MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME; AND COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN AND SEAL EXHIBITS 3-6, 8-11, 13, 15, AND 16 THERETO

CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME; AND

**COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED  
DEPOSITION OF CRAIG GREEN**

THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO SEAL  
VOLUME 5 OF THE APPENDIX TO THEIR MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP  
30(B)(6) DEPOSITIONS; AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY

Hearing held telephonically. Upon Court's inquiry, Ms. Mercera advised no timely oppositions.  
There being no further objection, COURT ORDERED, instant Motions GRANTED. Prevailing party to  
prepare respective orders. Mr. Williams advised possible issue with dispositive motion deadline on  
February 18th with regard to filing certain motion to dismiss in light of competing proposed orders  
being submitted. Court so noted.

Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 25, 2021**

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

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**January 25, 2021      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

To connect, dial the telephone number then enter the meeting ID followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 28, 2021**

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

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**January 28, 2021      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters****COURT MINUTES****February 03, 2021**

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

**February 03, 2021      9:00 AM      Status Check: Trial  
Readiness**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Bailey, John R	Attorney
	Gilmore, Joshua P., ESQ	Attorney
	Lovaas, Aaron D	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held telephonically. Mr. Bailey reviewed status of deadlines in this case and advised parties are addressing discovery issues. Mr. Bailey further advised he intends to file writ petition after certain order is finalized and requested status check in 60 days in that regard. Mr. Pisanelli advised case is ready for trial and there is no motion for stay pending. Court stated it anticipates return of signed orders by end of this week. Upon Court's inquiry, Mr. Pisanelli advised no objection to the status check discussed. COURT ORDERED, status check SET in 60 days regarding potential adjustment of scheduling order upon stipulation of the parties. Court stated a motion to address the matter may be filed on order shortening time.

4/7/21 9:00 AM STATUS CHECK: POTENTIAL ADJUSTMENT TO SCHEDULING ORDER UPON

STIPULATION

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 10, 2021**

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

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**February 10, 2021      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	Gilmore, Joshua P., ESQ	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- MOTION TO REDACT CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION AND SEAL EXHIBITS 1, 3, 4, 5, 8, 12, AND 16-21 THERETO  
Hearing held telephonically. Ms. Mercera advised no opposition. COURT ORDERED, Motion GRANTED. Prevailing party to prepare the order.

CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION  
Arguments by Ms. Mercera and Mr. Gilmore. Court stated will review issues discussed; decision forthcoming.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 11, 2021**

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

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**February 11, 2021      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is:

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Meeting ID: 552 243 859

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 17, 2021**

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

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**February 17, 2021      9:00 AM      Motion For Stay**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

<b>PRESENT:</b>	Gilmore, Joshua P., ESQ	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held telephonically. Arguments by counsel. Court stated ITS FINDINGS and ORDERED, Motion for Limited Stay DENIED. Court directed Ms. Mercera to prepare and circulate the order. Court stated circulated order to counsel to be returned within 3 days; if parties cannot agree on form and content, may submit competing orders. Mr. Pisanelli inquired regarding availability of trial at convention center venue. Court stated venue only available until end of March.

Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**February 18, 2021**

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

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<b>February 18, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via telephonic appearance. The court is currently scheduling all telephonic conferences through BlueJeans conferencing, wherein you dial in prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

To connect, dial the telephone number then enter the meeting ID followed by #.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Business Court Matters

## COURT MINUTES

February 24, 2021

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

**February 24, 2021      9:00 AM      All Pending Motions**

**HEARD BY:** Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	Mercera, Maria Magali	Attorney
	Watkins, Brittinee T	Attorney
	Williams, Paul	Attorney

## JOURNAL ENTRIES

- THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO REDACT THEIR OPPOSITION TO CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; AND TO SEAL EXS. 2-20, 22-23, 26-36, 38-60, 62-69, AND 71 TO THE APPENDIX OF EXHIBITS RELATED THERETO...DEFENDANT'S MOTION TO REDACT REPLY IN SUPPORT OF CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION AND SEAL EXHIBITS 23, 24, 27, 30-32, AND 34 THERETO

Hearing held telephonically. Mr. Williams advised there were no oppositions. COURT ORDERED, Motions to Redact GRANTED. Court directed each prevailing party prepare respective order.

Proposed order(s) to be submitted electronically to [DC16Inbox@clarkcountycourts.us](mailto:DC16Inbox@clarkcountycourts.us).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 10, 2021**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>March 10, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 20-10 and 20-24, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 31, 2021**

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

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<b>March 31, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

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Please be mindful of sounds of rustling of papers or coughing.

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





**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 07, 2021**

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

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<b>April 07, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 07, 2021

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

**April 07, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Glantz, Stephanie J.	Attorney
	Mercera, Maria Magali	Attorney
	Tennert, John D.	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Ms. Mercera advised parties discussed the scheduling order. Ms. Mercera requested modification of filing deadline for motions in limine from 4/23/21 to 5/12/21; COURT SO ORDERED. Mr. Williams inquired regarding current trial viability and alternate Convention Center venue. Court stated only fall 2021 jury trial appears viable. COURT ORDERED, Status Check re: Trial Readiness SET 5/19/21. Court stated parties may submit stipulation regarding these issues for review and signature.

5/19/21 9:00 AM STATUS CHECK: TRIAL READINESS

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 09, 2021**

---

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

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**April 09, 2021      3:00 AM      All Pending Motions**

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

**COURT CLERK:** Kristen Brown

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- THE DEVELOPMENT ENTITIES, ROWEN SEIBEL AND CRAIG GREEN'S MOTION TO SEAL EXHIBITS 2-3 AND 5-6 TO THEIR MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS: Having examined The Development Entities, Rowen Seibel, and Craig Green s Motion to Seal Exhibits 2-3 and 5-6 to Their Motion to Compel Confidential Designation of Caesars Financial Documents, filed on February 9, 2021, noting that the opposing party did not file an opposition to it, and there being good cause, COURT ORDERED, Motion GRANTED pursuant to EDCR 2.20(e); FURTHER ORDERED, the matter scheduled for Wednesday, April 14, 2021, at 9:00 a.m. is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within ten (10) days of this Minute Order, pursuant to EDCR 7.21.

MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS AND COUNTERMOTION FOR PROTECTIVE ORDER AND SEAL EXHIBITS 1, 2, 4, 7, 9-18, 20, 22, AND 26-30 THERETO: Having examined Motion to Redact Caesars Opposition to the Development Entities, Rowen Seibel, and Craig Green s Motion to Compel Confidential Designation of Caesars Financial Documents and Countermotion for Protective Order and Seal Exhibits 1, 2, 4, 7, 9-18, 20, 22, and 26-30 Thereto, filed on March 4, 2021, noting that the opposing party did not file an opposition to it, and there being good cause, COURT ORDERED,

motion GRANTED pursuant to EDCR 2.20(e), FURTHER ORDERED, the matter scheduled for Wednesday, April 14, 2021, at 9:00 a.m. is VACATED pursuant to EDCR 2.23. Counsel is to prepare and submit a proposed Order to the Court within ten (10) days of this Minute Order, pursuant to EDCR 7.21.

CLERK S NOTE: A copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (4/9/21 kb).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 12, 2021**

---

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

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<b>April 12, 2021</b>	<b>8:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

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

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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 19, 2021**

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

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**April 19, 2021      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Orders 21-03, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**April 28, 2021**

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

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**April 28, 2021**

**1:30 PM**

**All Pending Motions**

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

**COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Peggy Isom

**PARTIES**

**PRESENT:**      Glantz, Stephanie J.      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Tennert, John D.      Attorney

**JOURNAL ENTRIES**

- THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS...OPPOSITION TO THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL "CONFIDENTIAL" DESIGNATION OF CAESARS' FINANCIAL DOCUMENTS AND COUNTERMOTION FOR PROTECTIVE ORDER

Hearing held by BlueJeans remote conferencing. Arguments by Ms. Glantz and Ms. Mercera. Court stated will review matters; decision forthcoming. Ms. Mercera advised Motion to Redact set 5/19/21 is unopposed. COURT ORDERED, Motion to Redact Portions of Caesars' Reply in Support of Its Countermotion for Protective Order, and Seal Exhibits 31 through 33 Thereto GRANTED. Ms. Mercera advised she will prepare and circulate the order. Court noted case stay in place. Ms. Mercera advised the partial stay is pursuant to stipulation and order, pertains to non-discovery related matter, and trial was to be vacated. There being agreement, COURT FURTHER ORDERED, status check SET in 90 days regarding the stay.

Proposed order(s) to be submitted electronically to DC16Inbox@clarkcountycourts.us.

7/28/21 9:00 AM STATUS CHECK: STATUS OF STAY

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**June 15, 2021**

---

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

---

**June 15, 2021      8:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 552 243 859

Online: <https://bluejeans.com/552243859>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

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Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

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



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**June 24, 2021**

---

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

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**June 24, 2021      9:00 AM      Motion to Stay**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Glantz, Stephanie J.      Attorney  
                  Mercera, Maria Magali      Attorney  
                  Tennert, John D.      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Ms. Glantz advised writ rejected, now awaiting this Court's decision on pending matter, and may renew writ. Upon Court's inquiry, Ms. Mercera advised matter moot. Ms. Mercera further advised there would be further objection to stay of proceedings. Court so noted.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**July 22, 2021**

---

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

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<b>July 22, 2021</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Online: <https://bluejeans.com/305354001/2258>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

Place your telephone on mute while waiting for your matter to be called.

Do not place the conference on hold as it may play wait/hold music to others.

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Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on

this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 28, 2021

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

**July 28, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Glantz, Stephanie J.      Attorney  
                         Mercera, Maria Magali      Attorney  
                         Tennert, John D.      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Ms. Mercera advised writ petition matter fully briefed and awaiting oral argument setting or other instruction. Ms. Glantz advised the characterization is correct. There being agreement, COURT ORDERED, matter CONTINUED 90 days. Ms. Mercera advised a status report can be provided when writ petition information received. Court stated report unnecessary and will provide notice/setting when it receives the same information. Court stated in camera review of documents underway in this case and decision to issue shortly. Ms. Glantz advised decision on prior Motion to Compel is still outstanding. Colloquy regarding 6/8/21 Findings of Facts and Conclusions of Law and whether matter addressed within. COURT FURTHER ORDERED, Status Check SET 8/4/21 regarding whether Motion to Compel was fully addressed. Court stated the status check will be heard first on calendar.

8/4/21 9:00 AM STATUS CHECK: WHETHER MOTION TO COMPEL UNDER ADVISEMENT WAS ADDRESSED BY 6/8/21 ORDER

CONTINUED TO: 10/27/21 9:00 AM STATUS CHECK: STATUS OF STAY (RESETING SJ MOTIONS PREVIOUSLY SET ON 4/28/21?)





**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**August 03, 2021**

---

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

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<b>August 03, 2021</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Telephonically

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters to be heard via remote appearance. The court is currently scheduling all remote conferences through BlueJeans, wherein you dial in by phone or connect online prior to your hearing to appear. Also, please check in with the Courtroom Clerk by 8:55 a.m. The call-in number or website is:

Dial the following number: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Online: <https://bluejeans.com/305354001/2258>

To connect by phone, dial the telephone number, then the meeting ID, followed by #.

PLEASE NOTE the following protocol each participant will be required to follow:

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Do not place the conference on hold as it may play wait/hold music to others.

Identify yourself before speaking each and every time as a record is being made.

Please be mindful of sounds of rustling of papers or coughing.

CLERK S NOTE: A copy of this Minute Order has been electronically served to all registered users on

this case in the Eighth Judicial District Court Electronic Filing System.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**August 04, 2021**

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

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**August 04, 2021      9:00 AM      Status Check**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Glantz, Stephanie J.      Attorney  
                         Mercera, Maria Magali      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Court stated documents for review were received, decision delayed due to priority bench trial decision, and will issue decision in this case this week. Ms. Glantz advised there were two separate motions to compel and motion as regards confidential designations from 4/28/21 hearing is outstanding. Ms. Mercera advised she agrees; reviewed matter history with respect to what has been produced and objections. Court stated will review the record for decision.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**August 05, 2021**

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

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<b>August 05, 2021</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

Upon consideration of the Stipulated Protective Order, specifically the 90 day deadline to object to the designation of Highly Confidential information, and the applicable Venetian factors, the Court finds that designation of Caesars financial information as Highly Confidential is proper.

The Seibel Parties did not challenge Caesars Highly Confidential designation of financial documents within the 90 days required by the Stipulated Protective Order, thus the Seibel Parties effectively waived their right to challenge the designation of the Highly Confidential Information.

Furthermore, after review of the applicable Venetian factors, there appears to be good cause for a protective order as well as maintaining designation of Caesars financial information as Highly Confidential. As Defendants note, Caesars interests in protecting its information must be balanced against the Seibel Parties rather than the public s interest in disclosure. Based on that balancing test the factors weigh in favor of Caesars and the designation of their financial documents as Highly Confidential.

Based on the foregoing, The Development Entities, Rowen Seibel, and Craig Greens Motion to Compel Confidential Designation of Caesar s Financial Documents shall be DENIED.

Additionally, Defendants Counter-motion for Protective Order is GRANTED.

Counsel for Defendants shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature.

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

THE SEALED PORTION  
OF THESE MINUTES  
WILL FOLLOW VIA  
U.S. MAIL.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 15, 2021**

---

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

---

**September 15, 2021      3:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is:

Telephone:

Dial: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Smartphone/Computer:

Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so.



If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>.

Protocol each participant will be required to follow:

- Place your telephone on mute while waiting for your matter to be called.
- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**September 22, 2021**

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

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**September 22, 2021    9:00 AM      Motion to Compel**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:** Rhonda Aquilina

**PARTIES**

**PRESENT:** Kennedy, Dennis L.      Attorney  
Mercera, Maria Magali      Attorney  
Tennert, John D.      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Arguments by counsel. Court stated ITS FINDINGS and ORDERED, Motion to Compel GRANTED IN PART and DENIED IN PART; will slightly change the order in this regard with spirit of protective order in place: if Caesars has to respond to writ petition without seeking relief from Nevada Supreme Court, they can rely on decision made in this case; they cannot use it for other purposes in this case until ultimate decision of the Nevada Supreme Court; Caesars may use the minute order for appellate and/or appellate review purposes for now. Court directed Mr. Kennedy to prepare the order. Ms. Mercera inquired regarding preparation of proposed order. COURT FURTHER ORDERED, minute order usage limited for now to the opposition to the writ petition; documents will not be turned over; findings of facts and conclusions of law may be submitted and incorporate for reference the minute order.

Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**October 20, 2021**

---

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

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<b>October 20, 2021</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is:

Telephone:

Dial: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Smartphone/Computer:

Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so.

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- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

October 27, 2021

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

October 27, 2021      9:00 AM      Status Check

HEARD BY: Williams, Timothy C.

COURTROOM: RJC Courtroom 03C

COURT CLERK: Christopher Darling

RECORDER: Maria Garibay

REPORTER:

**PARTIES**

<b>PRESENT:</b>	Mercera, Maria Magali	Attorney
	Tennert, John D.	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Mr. Williams reviewed status of Nevada Supreme Court order on petition and that stay was vacated. Colloquy regarding potential writ petition and seeking stay including scope, issue with findings in certain proposed order, and resetting pending matters. COURT ORDERED, filing of motion for stay DUE 11/17/21 and may be submitted on an order shortening time; pending motions for summary judgment and motions to seal SET 12/6/21 at 1:15 p.m. COURT FURTHER ORDERED, pending motion regarding oversized briefs GRANTED. Prevailing party to prepare the order.

Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

12/6/21 1:15 PM CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1...CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2...GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS

2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**November 10, 2021**

---

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

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**November 10, 2021      9:00 AM      Motion to Stay**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

**PRESENT:**      Pisanelli, James J      Attorney  
                 Williams, Paul      Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing. Arguments by counsel. Colloquy regarding necessity of trial date. COURT ORDERED, Motion to Stay Proceedings Pending the Outcome of a Petition for Extraordinary Writ Relief DENIED; however, will delay the production until close of business at 5:00 p.m. on November 19, 2021. Mr. Pisanelli advised he will prepare the order. COURT FURTHER ORDERED, status check SET 12/6/21 regarding setting trial date in this case. Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

12/6/21 1:15 PM STATUS CHECK: TRIAL SETTING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**November 29, 2021**

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

---

**November 29, 2021      3:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Please be advised that pursuant to Administrative Order 21-04, Department 16 will temporarily require all matters be heard remotely. The court utilizes BlueJeans for remote conferencing wherein you appear and participate by phone or through an internet enabled device. The call-in number or website to connect is:

Telephone:

Dial: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Smartphone/Computer:

Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so.

If you appear by smartphone or computer, please bear in mind: enter the website address in your



device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>.

Protocol each participant will be required to follow:

- Place your telephone on mute while waiting for your matter to be called.
- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 06, 2021**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**December 06, 2021      1:15 PM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Christopher Darling  
Maricela Grant

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Beavers, Wade Ellis	Attorney
	Gilmore, Joshua P., ESQ	Attorney
	Lebensfeld, Alan M.	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing.

THE DEVELOPMENT PARTIES' MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT ON OST Arguments by Mr. Gilmore and Ms. Mercera. COURT ORDERED, Motion GRANTED. Prevailing party to prepare the order.

CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1...CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2

Arguments by Mr. Pisanelli and Mr. Gilmore. Court stated will review matters; decision forthcoming. Colloquy regarding time remaining today and resetting matters to an appropriate session. COURT

FURTHER ORDERED, pending matters CONTINUED to 1/3/22 at 1:30 p.m.

CONTINUED TO: 1/3/22 1:30 PM GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT...STATUS CHECK: TRIAL SETTING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 22, 2021**

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

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**December 22, 2021      3:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling  
Maricela Grant

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- MOTION TO REDACT REPLIES IN SUPPORT OF CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 82, 84-87, 90, 92, 99-100, AND 109-112 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' REPLIES IN SUPPORT OF ITS MOTIONS FOR SUMMARY JUDGMENT FILED ON NOVEMBER 30, 2021.

DEFENDANT'S MOTION TO REDACT CAESARS' RESPONSE TO OBJECTIONS TO EVIDENCE OFFERED IN SUPPORT OF MOTIONS FOR SUMMARY JUDGMENT FILED ON NOVEMBER 30, 2021

DEFENDANT'S MOTION TO REDACT CAESARS' OPPOSITION TO THE DEVELOPMENT PARTIES' MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT ON ORDER SHORTENING TIME FILED ON DECEMBER 3, 2021.

THE DEVELOPMENT PARTIES MOTION TO REDACT THEIR REPLY IN SUPPORT OF THEIR MOTION FOR LEAVE TO FILE A SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR

SUMMARY JUDGMENT FILED ON DECEMBER 6, 2021.

Having examined the above matters, noted that the matters were electronically served upon the parties, no Oppositions were filed thereto, and there is good cause therefore, COURT ORDERS the above matters are GRANTED pursuant to EDCR 2.20(e). The matters scheduled for January 12, 2022 at 9:00 a.m. are VACATED pursuant to EDCR 2.23.

Counsel shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein, and pertaining to Rule 3 of the Nevada Rules Governing Sealing and Redacting Court Records (SRCR). This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**December 27, 2021**

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

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**December 27, 2021      3:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances will only be authorized for opposed motions. Counsel may still appear via BlueJeans audio/video for opposed motions. The call-in number or website to connect is:

Telephone:

Dial: 1-408-419-1715

Meeting ID: 305 354 001

Participant Passcode: 2258

Smartphone/Computer:

Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when you are ready to do so.

If you appear by smartphone or computer, please bear in mind: enter the website address in your device's browser exactly as shown above and follow the instructions on screen; optionally, download the BlueJeans app as indicated on this same website. If you wish to test your audio/video in advance of the hearing, please visit <https://bluejeans.com/111>.

Protocol each participant will be required to follow:

- Place your telephone on mute while waiting for your matter to be called.
- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 13, 2022**

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

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**January 13, 2022      3:00 AM      Minute Order**

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

**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions will only be authorized if approval from the Court is obtained at least 48 hours prior to the hearing. Counsel may still appear via BlueJeans audio/video for opposed motions. The call-in number or website to connect is:

Telephone:  
Dial: 1-408-419-1715  
Meeting ID: 305 354 001  
Participant Passcode: 2258  
Smartphone/Computer:  
Website: <https://bluejeans.com/305354001/2258>

If you appear by phone, please bear in mind: first, dial the telephone number, then meeting ID followed by #, and finally the participate passcode followed by #; secondly, dial \*4 to unmute when



you are ready to do so.

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Protocol each participant will be required to follow:

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- Do not place the conference on hold as it may play wait/hold music to others.
- Identify yourself before speaking each and every time as a record is being made.
- Wait for the line to clear before speaking as the conference audio is one-way.
- Be mindful of background noises and echoing from using multiple devices.

BlueJeans chat will not be available while court is in session. If you need to report an issue affecting your ability to appear, please send an email marked urgent to the following addresses: JEA, Lynn Berkheimer [Dept16EA@clarkcountycourts.us]; Law Clerk, Michael Holthus [Dept16LC@clarkcountycourts.us]; Court Clerk, Chris CJ Darling [DarlingC@clarkcountycourts.us]

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 20, 2022**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**January 20, 2022      1:30 PM      All Pending Motions**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 16C

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Beavers, Wade Ellis	Attorney
	Gilmore, Joshua P., ESQ	Attorney
	Lebensfeld, Alan M.	Attorney
	Mercera, Maria Magali	Attorney
	Pisanelli, James J	Attorney
	Tennert, John D.	Attorney
	Williams, Paul	Attorney

**JOURNAL ENTRIES**

- Hearing held by BlueJeans remote conferencing.

**GORDAN RAMSAY'S MOTION FOR SUMMARY JUDGMENT**

Arguments by Mr. Tennert and Mr. Williams. Court stated ITS FINDINGS and ORDERED, Motion GRANTED; also, analysis of section 4.21 of the development agreement by counsel is correct. Court directed Mr. Tennert to prepare and circulate findings of fact and conclusions of law which rely upon the points and authorities and the record; if parties cannot agree on form and content, may submit competing orders.

**GORDON RAMSAY'S MOTION TO REDACT GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT AND SEAL EXHIBITS 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 IN APPENDIX TO RAMSAY'S MOTION FOR SUMMARY JUDGMENT...THE DEVELOPMENT ENTITIES AND**

ROWEN SEIBEL'S MOTION TO REDACT THEIR OPPOSITIONS TO THE MOTIONS FOR SUMMARY JUDGMENT AND TO SEAL EXHIBITS 526 THROUGH 647 TO THE APPENDIX OF EXHIBITS THERETO...MOTION TO REDACT CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 1 AND MOTION FOR SUMMARY JUDGMENT NO. 2 AND TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, AND 76-80 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT

Ms. Mercera advised matters unopposed and no oppositions filed. Therefore, COURT ORDERED, Motions GRANTED. Court directed Ms. Mercera to prepare the order including findings with respect to Appellate Rule 3.

STATUS CHECK: TRIAL SETTING

Court noted no trial date set. There being agreement, COURT ORDERED, status check CONTINUED to 3/9/22. Court stated the pending decision in this case is anticipated before the next hearing.

Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

CONTINUED TO: 3/9/22 9:00 AM STATUS CHECK: TRIAL SETTING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 31, 2022**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>January 31, 2022</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

It is uncontroverted that Caesars is a gaming licensee and part of a highly regulated industry. As a result, Caesars, both through its contracts and by law, was entitled to self-police its business and business relationships with unsuitable individuals and/or entities. Based upon its series of contracts with Seibel and Seibel-Affiliated Entities, Caesars memorialized the duty of candor and transparency as a requirement under its contracts. Moreover, in its sole discretion, Caesars had the contractual right to terminate contractual relationships with individuals deemed unsuitable.

Focusing on the uncontroverted facts, Seibel s own conduct resulted in a felony conviction for violations of federal tax laws. Consequently, upon discovering Seibel s convictions, Caesars exercised its rights under the controlling contracts to disassociate from Seibel and Seibel-Affiliated Entities.

Based on the current procedural posture of this matter, Caesars Motion for Summary Judgment No. 1 as to Count I, Count II, and Count III of the First Amended Complaint, which seeks declaratory judgments against Seibel and the Seibel-Affiliated Entities, is hereby GRANTED.

Counsel on behalf of Caesars shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**January 31, 2022**

---

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

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<b>January 31, 2022</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

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

As to Caesars Motion for Summary Judgment No. 2 regarding GR Burgr LLC s ( GRB ) claims against Caesars, the Court relies on GRB s admissions made in Delaware Court that it had no affirmative claims to pursue and/or the failure to prosecute its claims in this action. Therefore, GRB s claims based on wrongful termination of the GRB Agreement, GRB s claims based on ouster and conspiracy, and GRB s claims that Caesars breached Section 14.21 of the GRB Agreement shall be dismissed.

Further, summary judgment is appropriate for Caesars fraudulent concealment and civil conspiracy claims based on Seibel's concealment of material facts regarding his federal prosecution and conviction. Additionally, summary judgment is appropriate based on want of prosecution and/or the failure of GRB to actively prosecute its claims for relief for four (4) years. Consequently, Caesars Motion for Summary Judgment No. 2 shall be GRANTED.

Counsel on behalf of Caesars shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order but also on the record on file herein. This is to be

submitted to adverse counsel for review and approval and/or submission of a competing Order or objections prior to submitting to the Court for review and signature.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 02, 2022**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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<b>March 02, 2022</b>	<b>3:00 AM</b>	<b>Minute Order</b>
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<b>HEARD BY:</b> Williams, Timothy C.	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Christopher Darling

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Department 16 Formal Request to Appear Remotely

Effective December 20, 2021, Department 16 has relocated to Courtroom 16C. The court utilizes and prefers BlueJeans for remote conferencing on all status checks, Rule 16 conferences, and unopposed motions wherein you participate by phone or through an internet enabled device. Live appearances for OPPOSED motions are now allowed. Counsel may still appear via BlueJeans audio/video for opposed motions if they prefer. Please be sure to check in with the Courtroom Clerk at 8:55 a.m. on the date of your hearing. The call-in number or website to connect is:

Telephone:  
Dial: 1-408-419-1715  
Meeting ID: 305 354 001  
Participant Passcode: 2258  
Smartphone/Computer:  
Website: <https://bluejeans.com/305354001/2258>

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you are ready to do so.

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Business Court Matters**

**COURT MINUTES**

**March 09, 2022**

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A-17-751759-B	Rowen Seibel, Plaintiff(s) vs. PHWLV LLC, Defendant(s)
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**March 09, 2022                      9:00 AM                      All Pending Motions**

**HEARD BY:** Williams, Timothy C.                      **COURTROOM:** RJC Courtroom 16C

**COURT CLERK:** Christopher Darling

**RECORDER:** Maria Garibay

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Gilmore, Joshua P., ESQ	Attorney
	Mercera, Maria Magali	Attorney
	Tennert, John D.	Attorney

**JOURNAL ENTRIES**

- Hearing held live and by BlueJeans remote conferencing.

MOTION TO REDACT CAESARS' REPLY TO THE DEVELOPMENT PARTIES' OMNIBUS SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT FILED BY CAESARS AND RAMSAY AND SEAL EXHIBIT 115 THERETO...GORDON RAMSAY'S MOTION TO REDACT: I) GORDON RAMSAY'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, AND II) GORDON RAMSAY'S RESPONSE TO ROWEN SEIBEL AND GR BURGR, LLC'S OBJECTIONS TO EVIDENCE

Ms. Mercera advised both instant Motion to Redact and 3/23/22 Motion to Redact are unopposed. There being no objection, COURT ORDERED, instant Motion GRANTED; 3/23/22 Motion to Redact ADVANCED and GRANTED. Prevailing party to prepare the order.

**STATUS CHECK: TRIAL SETTING**

Ms. Mercera advised certain motions anticipated with respect to summary judgment claims and, in light of stay being lifted, motions and trial date will need to be set. Mr. Gilmore advised he agrees for need to set dispositive motions and suggested 30-45 days from today to file. Colloquy regarding

setting trial date. There being agreement, COURT ORDERED, Trial SET 1/9/23. Upon Court's inquiry, Ms. Mercera advised she will prepare a written order in that regard and include proposed deadlines.

Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

12/15/22 10:30 AM PRETRIAL/CALENDAR CALL

1/9/23 9:30 AM



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**JOHN R. BAILEY**  
**8984 SPANISH RIDGE AVE.**  
**LAS VEGAS, NV 89148-1302**

**DATE: June 28, 2022**  
**CASE: A-17-751759-B**  
**C/W A-17-760537-B**

**RE CASE:** ROWEN SEIBEL, an individual and citizen of New York, derivatively and behalf of Real Party in Interest GR BURGER LLC, a Delaware Limited Liability Company vs. PHWLTV, LLC; GORDON RAMSAY

NOTICE OF APPEAL FILED: June 24, 2022

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
  - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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**NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:**

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

***Please refer to Rule 3 for an explanation of any possible deficiencies.***

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***\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

# Certification of Copy

**State of Nevada** }  
**County of Clark** } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; ROWEN SEIBEL AND GR BURGER, LLC'S NOTICE OF FILING OF COST BOND; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION FOR SUMMARY JUDGMENT NO. 2; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING GORDON RAMSAY'S MOTION FOR SUMMARY JUDGMENT; ORDER GRANTING IN PART, AND DENYING IN PART, THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL THE RETURN, DESTRUCTION, OR SEQUESTERING OF THE COURT'S AUGUST 19, 2021, MINUTE ORDER CONTAINING PRIVILEGED ATTORNEY-CLIENT COMMUNICATIONS; NOTICE OF ENTRY OF ORDER GRANTING IN PART, AND DENYING IN PART, THE DEVELOPMENT ENTITIES, ROWEN SEIBEL, AND CRAIG GREEN'S MOTION TO COMPEL THE RETURN, DESTRUCTION, OR SEQUESTERING OF THE COURT'S AUGUST 19, 2021, MINUTE ORDER CONTAINING PRIVILEGED ATTORNEY-CLIENT COMMUNICATIONS; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION; ORDER (I) DENYING THE DEVELOPMENT ENTITIES ROWEN SEIBEL, AND CRAIG GREEN'S MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS, AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME, AND (II) GRANTING CAESARS' COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN; NOTICE OF ENTRY OF ORDER (I) DENYING THE DEVELOPMENT ENTITIES ROWEN SEIBEL, AND CRAIG GREEN'S MOTION: (1) FOR LEAVE TO TAKE CAESARS' NRCP 30(B)(6) DEPOSITIONS, AND (2) TO COMPEL RESPONSES TO WRITTEN DISCOVERY ON ORDER SHORTENING TIME, AND (II) GRANTING CAESARS' COUNTERMOTION FOR PROTECTIVE ORDER AND FOR LEAVE TO TAKE LIMITED DEPOSITION OF CRAIG GREEN; ORDER GRANTING IN PART AND DENYING IN PART PLANET HOLLYWOOD'S MOTION TO DISMISS; NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART PLANET HOLLYWOOD'S MOTION TO DISMISS; ORDER DENYING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION; NOTICE OF ENTRY OF ORDER

DENYING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION; DISTRICT COURT  
MINUTES; NOTICE OF DEFICIENCY

ROWEN SEIBEL, an individual and citizen of  
New York, derivatively and behalf of Real Party  
in Interest GR BURGER LLC, a Delaware  
Limited Liability Company,

Plaintiff(s),

vs.

PHWLTV, LLC; GORDON RAMSAY,

Defendant(s),

and

GR BURGER LLC,

Nominal Plaintiff(s),

Case No: A-17-751759-B

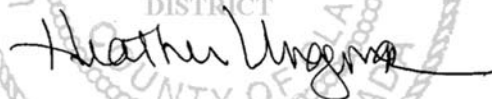
*Consolidated with A-17-760537-B*

Dept No: XVI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 28 day of June 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk