

IN THE SUPREME COURT OF THE
STATE OF NEVADA

ROWEN SEIBEL, an individual, and GR
BURGR LLC, a Delaware limited liability
company,

Appellants,

vs.

PHWLTV, LLC, a Nevada limited liability
company; and GORDON RAMSAY, an
individual,

Respondents.

Supreme Court Case No. 84934

District Court Case No.

A-17-751759-B

Electronically Filed

Jul 19 2022 02:18 p.m.

Elizabeth A. Brown

Clerk of Supreme Court

**APPENDIX OF EXHIBITS TO
DOCKETING STATEMENT, CIVIL
APPEALS**

VOLUME 1 OF 2

TABLE OF CONTENTS

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Verified Complaint and Demand for Jury Trial, filed February 28, 2017	1	1	0001-0036
Order Denying Plaintiff's Motion for Preliminary Injunction, filed April 12, 2017	1	2	0037-0040
Notice of Entry of Order Denying Plaintiff's Motion for Preliminary Injunction, filed April 13, 2017	1	3	0041-0046
Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss, filed June 15, 2017	1	4	0047-0050
Notice of Entry of Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss, filed June 16, 2017	1	5	0051-0056
First Amended Verified Complaint, filed June 28, 2017	1	6	0057-0091

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint, filed July 21, 2017	1	7	0092-0113
Answer to First Amended Complaint and Counterclaim, filed July 21, 2017	1	8	0114-0138
Plaintiff's Reply to Defendant PHWLTV, LLC's Counterclaims, filed August 25, 2017	1	9	0139-0144
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 February 4, 2021	1	10	0145-0152
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, filed February 4, 2021	1	11	0153-0163

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
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 June 8, 2021	1	12	0164-0180
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, filed June 8, 2021	1	13	0181-0200
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 October 28, 2021	1	14	0201-0217
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, filed October 28, 2021	1	15	0218-0237

INDEX

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Answer to First Amended Complaint and Counterclaim, filed July 21, 2017	1	8	0114-0138
Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint, filed July 21, 2017	1	7	0092-0113
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 October 28, 2021	1	14	0201-0217
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 June 8, 2021	1	12	0164-0180
Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2, filed May 31, 2022	2	19	0286-0305
Findings of Fact, Conclusions of Law, and Order Granting Gordon Ramsay's Motion for Summary Judgment, filed May 25, 2022	2	18	0259-0285
First Amended Verified Complaint, filed June 28, 2017	1	6	0057-0091

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
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, filed June 8, 2021	1	13	0181-0200
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, filed October 28, 2021	1	15	0218-0237
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Gordon Ramsay's Motion for Summary Judgment, filed June 2, 2022	2	20	0306-0336
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2, filed June 3, 2022	2	21	0337-0359

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
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, filed February 4, 2021	1	11	0153-0163
Notice of Entry of Order Denying Plaintiff's Motion for Preliminary Injunction, filed April 13, 2017	1	3	0041-0046
Notice of Entry of Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss, filed June 16, 2017	1	5	0051-0056
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, filed November 3, 2021	2	17	0247-0258

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
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 February 4, 2021	1	10	0145-0152
Order Denying Plaintiff's Motion for Preliminary Injunction, filed April 12, 2017	1	2	0037-0040
Order Granting in Part and Denying in Part Planet Hollywood's Motion to Dismiss, filed June 15, 2017	1	4	0047-0050
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 November 3, 2021	2	16	0238-0246
Plaintiff's Reply to Defendant PHWL V, LLC's Counterclaims, filed August 25, 2017	1	9	0139-0144
Verified Complaint and Demand for Jury Trial, filed February 28, 2017	1	1	0001-0036

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 19th day of July, 2022, service of the foregoing was made by mandatory electronic service through the Nevada Supreme Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI	Email: JJP@pisanellibice.com
DEBRA L. SPINELLI	DLS@pisanellibice.com
M. MAGALI MERCERA	MMM@pisanellibice.com
PISANELLI BICE PLLC	<i>Attorneys for Respondent PHWLTV, LLC</i>
400 South 7 th Street, Suite	
300	
Las Vegas, NV 89101	

JOHN D. TENNERT	Email: jtennert@fennemorelaw.com
GEENAMARIE CARUCCI	wbeavers@fennemorelaw.com
WADE BEAVERS	gcarucci@fennemorelaw.com
FENNEMORE CRAIG,	<i>Attorneys for Respondent Gordon Ramsay</i>
P.C.	
7800 Rancharrah Parkway	
Reno, NV 89511	

STEPHEN E. HABERFELD	Email: judgehaberfeld@gmail.com
8224 Blackburn Ave., #100	
Los Angeles, CA 90048	<i>Settlement Judge</i>

/s/ Susan Russo
Employee of BAILEY ❖ KENNEDY

TAB 1

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 & 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
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Torts Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <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	CLARK COUNTY BUSINESS COURT <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
Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <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	Civil Writs <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	WASHOE COUNTY BUSINESS COURT <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
Judicial Review/Appeal/Other Civil Filing Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court		
Other Civil Filing <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

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

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.: XV

**VERIFIED COMPLAINT AND DEMAND
FOR JURY TRIAL**

*Request for Assignment to Business Court Due
to Claims Involving Business Torts under EDCR
1.61(a)(2)(ii), Claims Involving an Interest in a
Business under EDCR 1.61(A)(2)(iii), and
Claims Involving Business Franchise
Transactions or Relationships under EDCR
1.61(a)(2)(iv)*

*Exempt from Arbitration Under NEV. REV.
STAT. § 38.255 and NAR 3(a) Due to Requests
for Equitable and Declaratory Relief and
Amount in Controversy*

*Exempt from Petition for Exemption from
Arbitration Requirements Under NAR 5(a) Due
to Requests for Equitable and Declaratory
Relief*

Plaintiff Rowen Seibel ("Seibel"), a member and manager of GR Burgr LLC ("GRB")
appearing derivatively on its behalf, hereby complains as follows:

I. PARTIES AND JURISDICTION.

1. Defendant PHWLTV, LLC ("PH") is a Nevada limited liability company. Its principal
place of business is in Clark County, Nevada. PH is owned, directly or indirectly, by Caesars
Entertainment Corporation ("Caesars").

2. Defendant Gordon Ramsay ("Ramsay") is an individual greater than eighteen years of

1 age and a citizen of the United Kingdom.

2 3. Clark County, Nevada, is a proper venue because the agreements, acts, events,
3 occurrences, decisions, transactions, or omissions giving rise to this lawsuit occurred or were
4 performed in Clark County, Nevada.

5 4. The identities of defendants DOES I through X and ROE CORPORATIONS I through
6 X are unknown at this time and may be person or entities who are responsible in some manner for
7 the losses, injuries, and damages herein alleged. The roles of these defendants may include, but is
8 not limited to, (1) owning or operating the restaurant(s) at issue; (2) directly or indirectly assisting
9 Defendants in breaching their contractual or common law duties; (3) directly or indirectly infringing
10 upon, misappropriating, or misusing GRB's intellectual property; (4) directly or indirectly assisting
11 Defendants with infringing upon, misappropriating, or misusing GRB's intellectual property; (5)
12 being employees, agents, servants, or joint ventures of the defendants named herein who are
13 responsible in some manner for the losses, injuries, and damages alleged herein; (6) being managers
14 with some control over and responsibility for the defendants named herein; (7) being business
15 entities controlled by or associated with the defendants named herein, including but not limited to
16 parent corporations, wholly owned subsidiaries, or alter egos; or (8) being employers, agents,
17 principals, masters, or joint ventures of the defendants named herein who are responsible in some
18 manner for the losses, injuries, and damages alleged herein.

19 5. To the extent two or more allegations, causes of action, or forms of relief or damages
20 alleged or requested herein are inconsistent or incompatible, each such allegation or cause of action is
21 pled in the alternative, and each such form of damages or relief is requested in the alternative.

22 6. To the extent the Court were to determine a cause of action alleged herein is a form of
23 relief and not an independent cause of action, Plaintiff respectfully requests that each such cause of
24 action be construed in the alternative as a request for relief.

25 7. To the extent the Court were to determine a form of relief requested herein should
26 have been pled as an independent cause of action, Plaintiff respectfully requests that each such form
27 of relief be construed in the alternative as an independent cause of action.
28

1 8. For each paragraph, allegation, and claim herein, Plaintiff repeats, re-alleges, and
2 expressly incorporates each and every preceding paragraph, allegation, and claim.

3 **II. DERIVATIVE ALLEGATIONS.**

4 9. GRB is a Delaware limited liability company. Its equal members are Seibel, a citizen
5 of New York, and GR US Licensing LP ("GRUS"), a Delaware limited partnership. GRUS's
6 general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is Ramsay. GRB's equal
7 managers are Seibel and Mr. Gillies. Seibel appointed himself as a manager of GRB, and GRUS
8 appointed Mr. Gillies.

9 10. As an active member and manager of GRB who has been a member and manager of
10 GRB at all relevant times, Seibel is pursuing this lawsuit derivatively on behalf of GRB.

11 11. GRB is a Delaware limited liability company, and its limited liability company
12 agreement ("GRB Operating Agreement") is governed by Delaware law.

13 12. 6 DEL.C. § 18-1001 provides, "A member or an assignee of a limited liability
14 company interest may bring an action in the Court of Chancery in the right of a limited liability
15 company to recover a judgment in its favor if managers or members with authority to do so have
16 refused to bring the action or if an effort to cause those managers or members to bring the action is
17 not likely to succeed."

18 13. 6 DEL.C. § 18-1002 also provides, "In a derivative action, the plaintiff must be a
19 member or an assignee of a limited liability company interest at the time of bringing the action and:
20 (1) [a]t the time of the transaction of which the plaintiff complains; or (2) [t]he plaintiff's status as a
21 member or an assignee of a limited liability company interest had devolved upon the plaintiff by
22 operation of law or pursuant to the terms of a limited liability company agreement from a person
23 who was a member or an assignee of a limited liability company interest at the time of the
24 transaction."

25 14. Paragraph 8.1 of GRB's operating agreement states, "The Managers shall have the full
26 and exclusive right, power and authority to manage all of the business and affairs of the Company
27 with all the rights and powers generally conferred by law, or necessary, advisable or consistent
28

1 therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all
2 Managers. Once a decision has been reached by the Managers in accordance with this Section, any
3 Manager is authorized to carry out the decision and execute any and all documents on behalf of the
4 Company necessary or appropriate in connection therewith."

5 15. NEV. R. CIV. P. 23.1 states, "In a derivative action brought by one or more
6 shareholders or members to enforce a right of a corporation or of an unincorporated association, the
7 corporation or association having failed to enforce a right which may properly be asserted by it, the
8 complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time
9 of the transaction of which the plaintiff complains or that the plaintiff's share or membership
10 thereafter devolved on the plaintiff by operation of law. The complaint shall also allege with
11 particularity the efforts, if any, made by the plaintiff to obtain the action the plaintiff desires from the
12 directors or comparable authority and, if necessary, from the shareholders or members, and the
13 reasons for the plaintiff's failure to obtain the action or for not making the effort. The derivative
14 action may not be maintained if it appears that the plaintiff does not fairly and adequately represent
15 the interests of the shareholders or members similarly situated in enforcing the right of the
16 corporation or association. The action shall not be dismissed or compromised without the approval
17 of the court, and notice of the proposed dismissal or compromise shall be given to shareholders or
18 members in such manner as the court directs." Pursuant to this rule, a verification declaration by
19 Seibel is attached hereto as Exhibit 1. The contents of the Seibel declaration are expressly
20 incorporated into this Complaint as if fully set forth herein.
21

22 16. As established by Seibel's declaration, demanding that Mr. Gillies authorize GRB to
23 file this lawsuit would be futile because (i) Mr. Gillies seeks to dissolve GRB and has caused a
24 judicial dissolution proceeding to be filed in Delaware; (ii) upon information and belief, Mr. Gillies is
25 aware, approves of and benefits from the suspected misappropriation by Ramsay or an affiliated
26 entity of monies belonging to GRB; and (iii) Mr. Gillies' close relationship with and loyalty to
27 Ramsay creates a conflict of interest because this lawsuit seeks, in part, to recover those monies owed
28 to GRB that were wrongfully paid to Ramsay or an affiliated entity.

1 **III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.**

2 **A. The Intellectual Property.**

3 17. GRB owns the trademark "BURGR" and licenses the trademark "BURGR Gordon
4 Ramsay" from GRUS. GRB also owns rights relating to the burger-centric/burger-themed restaurant
5 system and concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and
6 menus relating to the concept.

7 18. Although the GRB Operating Agreement recognizes that GRB owns the BURGR
8 marks, Ramsay wrongfully registered that mark in the name of his personal entity, Gordon Ramsay
9 Holdings LLC. Only after Seibel discovered that Ramsay had misappropriated the mark and
10 complained to Ramsay was the mark assigned to GRB in November 2014.

11 **B. The Parties Enter the Development Agreement and Open the Restaurant.**

12 19. In December 2012, Ramsay, GRB, and PHW Las Vegas, LLC ("PHW Las Vegas")
13 entered a Development, Operation and License Agreement (the "Development Agreement")
14 concerning the design, development, construction, and operation of a restaurant known as "BURGR
15 Gordon Ramsay" (hereinafter, the "Restaurant") inside the Planet Hollywood hotel in Las Vegas,
16 Nevada.

17 20. Sometime around 2013, PHW Las Vegas assigned the Development Agreement to PH.

18 21. PH, through the Development Agreement, licensed from GRB the rights to use the
19 "GRB Marks," as that phrase is defined in the Development Agreement (including the BURGR
20 Gordon Ramsay marks) and the "General GR Materials," as that phrase is defined in the
21 Development Agreement, including the proprietary concepts, systems, menus, and recipes designed
22 for use in connection with the Restaurant. Hereinafter, the "Intellectual Property" refers collectively
23 to (i) the GRB Marks; (ii) the BURGR Gordon Ramsay marks; (iii) the General GR Materials; (iv)
24 the proprietary concepts, systems, menus, and recipes designed for use in connection with the
25 Restaurant; (v) the rights relating to the burger-centric/burger-themed restaurant system and concept
26 utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and menus relating to
27 the concept; and (vi) all other rights, tradenames, trademarks, trade secrets, and intellectual property
28

1 licensed, sublicensed, leased, or loaned in the Development Agreement.

2 22. In exchange for a license fee (hereinafter, the "License Fee") it was required to pay
3 GRB, PH had the right to use the Intellectual Property in conjunction with the operation and
4 advertising of the Restaurant and the sale of certain products at the Restaurant.

5 23. The License Fee owed to GRB is defined as "(a) four percent (4%) of Gross
6 Restaurant Sales up to ten million dollars (\$10,000,000); plus (b) six percent (6%) of Gross
7 Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars
8 (\$12,000,000); plus (c) eight percent (8%) of Gross Restaurant Sales greater than twelve million
9 dollars (\$12,000,000); plus (d) ten percent (10%) of all Gross Retail Sales." Said amount is to be
10 paid prior to any capital repayment that may be owed.

11 24. After the repayment of PH's initial capital investment, the License Fee required to be
12 paid by PH to GRB is increased to "(a) six percent (6%) of Gross Restaurant Sales up to twelve
13 million dollars (\$12,000,000); plus (b) eight percent (8%) of Gross Restaurant Sales greater than
14 twelve million dollars (\$12,000,000); plus (c) ten percent (10%) of all Gross Retail Sales."

15 25. The Development Agreement obligated PH to pay the License Fee to GRB. It did not
16 give Ramsay or an affiliate any right to receive any independent portion of the License Fee.

17 26. For years, PH paid approximately one million dollars per year in License Fee to GRB
18 pursuant to the Development Agreement.

19 **C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.**

20 27. PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant
21 and misappropriate the Restaurant for themselves without paying any consideration to Seibel. These
22 efforts were part of a broader scheme by Caesars, its affiliates and Ramsay to force Seibel out of a
23 number of restaurants and misappropriate the revenues and profits from these restaurants for
24 themselves without paying any consideration to Seibel so that they did not have to share such
25 revenues and profits from of these very successful restaurants with Seibel.

26 28. In January 2015, Caesars Entertainment Operating Company, Inc. ("CEOC") filed
27 for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
28

1 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. PH was not part
2 of the bankruptcy proceeding. Thereafter, in or around June 2015, Caesars, CEOC, and their
3 affiliated companies, together with Ramsay, began to make concerted efforts to force Seibel and his
4 affiliates out of restaurant ventures they had together without paying any consideration to Seibel,
5 notwithstanding the fact that in some cases Seibel and/or his affiliated entities had invested 50% of
6 the capital required to develop and open the restaurant and the parties had contractually agreed that
7 restaurants of such type could not be operated without Seibel's affiliated entity that was the
8 contracting party.

9
10 29. For example, in June 2015, CEOC and/or its affiliate Desert Palace, Inc. ("DPI")
11 moved to reject, in the Chapter 11 proceedings, the Development and Operation Agreement between
12 LLTQ Enterprises, LLC ("LLTQ") a former affiliate of Seibel, and DPI relating to the development
13 and operation of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ
14 had invested 50% of the capital required to open the restaurant. When LLTQ challenged the
15 rejection on the basis, among many other reasons, that the agreement between DPI and LLTQ was
16 integrated with the agreement between DPI and Ramsay (and its affiliate) and that DPI could not
17 reject one without the other or keep the restaurant open without LLTQ, DPI sought to reject the
18 corresponding Ramsay agreement and simultaneously obtain court approval for a brand new Ramsay
19 agreement, to the exclusion of LLTQ, that was less beneficial to DPI and its bankruptcy estate than
20 the prior Ramsay agreement. Notwithstanding LLTQ's significant investment, the foregoing acts
21 would rob LLTQ of 50% of the profits from such restaurants to which it was contractually entitled
22 and provide DPI and Ramsay with approximately \$2 million per annum that would otherwise be due
23 to LLTQ.

24 30. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme
25 to take away the revenue stream of FERG, LLC (a former Seibel affiliate) with regard to FERG's
26 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

27 31. PH and Ramsay are engaged in a similar scheme regarding the Restaurant.

28 32. In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which

1 they would open new burger-centric/burger-themed restaurants together without Seibel's
2 participation contrary to the Development Agreement. When Seibel voiced his objection to this
3 scheme, PH and Ramsay began a scheme to force Seibel out of the Restaurant without paying Seibel
4 any consideration.

5 33. On April 7, 2016, Ramsay informed Seibel that he had unilaterally instructed PH to
6 pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
7 contravention of the Development Agreement, PH agreed.

8 34. As a result, beginning in April 2016 PH paid 50% of monies due to GRB directly to
9 Ramsay. This arrangement, in violation of the Development Agreement (and the GRB Operating
10 Agreement), was intended as the first step in the joint effort by PH and Ramsay to wrest the
11 Restaurant from Seibel so that they did not have to share the revenues with him.

12 35. Around April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel
13 Family 2016 Trust, but GRUS rejected that attempted transfer without basis. On information and
14 belief, PH was aware of Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay
15 to cause the rejection.

16 36. That baseless rejection of Seibel's transfer provided PH with a sham excuse to further
17 its efforts to force Seibel out of the Restaurant without paying any consideration when on August 19,
18 2016, judgment was entered on Seibel's guilty plea in the Southern District of New York to one
19 count of obstructing or impeding the due administration of the internal revenue laws under 26 U.S.C.
20 § 7212(a).

21 37. Neither Ramsay nor PH was aware in April 2016 of the tax investigation that resulted
22 in the judgment against Seibel's plea when they conspired to reject Seibel's proposed transfer. PH
23 and Ramsay conspired to reject the proposed transfer by Seibel in furtherance of their scheme to
24 exclude Seibel (or his transferee) from the financial benefits of the Restaurant.

25 38. Then, on or around September 21, 2016, a letter was sent by PHW Las Vegas dba
26 PHWM, defined in the letter as "Caesars," to GRB (hereinafter, the "Termination Letter") allegedly
27 terminating the Development Agreement under Section 4.2.5 for purported suitability reasons related
28

1 to Seibel. This termination was not valid because, among other reasons, it was not issued by PH.

2 39. The purported basis for this termination was illusory and in bad faith, as PH and
3 Ramsay had been planning since April 2016, at the latest, to force Seibel from his beneficial interest
4 in the Development Agreement and out of the Restaurant for no consideration.

5 40. The purported basis for this termination was illusory and in bad faith as PH did not in
6 good faith anticipate that it or its affiliates would be subject to disciplinary actions relating to its
7 gaming or alcohol licenses as a result of the judgment against Seibel.

8 41. Neither Seibel nor GRB has been found to be an "unsuitable person" by the Nevada
9 Gaming Control Board.

10 42. PH has never been sanctioned, fined, reprimanded by the Nevada Gaming Control
11 Board, or any other Nevada Gaming Authority, as a result of Seibel's association with GRB.

12 43. PH has not sustained any monetary damages whatsoever as a result of Seibel's
13 association with GRB.

14 44. The purported basis for this termination was illusory and in bad faith, as PH and
15 Ramsay schemed together to reject Seibel's proposed transfer of his interest in GRB, which such
16 transfer would have cured any legitimate suitability concerns of PH.

17 45. Seibel remains ready, able, and willing to disassociate himself from GRB. In fact,
18 Seibel attempted to transfer his interests, but such transfer was unreasonably blocked by GRUS and
19 PH in furtherance of their scheme to force Seibel out of a number of restaurants and misappropriate
20 the revenues and profits from these restaurants for themselves so that they did not have to share such
21 revenues and profits from of these very successful restaurants with Seibel.

22 46. Prior to PH's purported termination, Seibel requested that PH inform Seibel as to the
23 objections it had to the proposed transfer, but PH ignored Seibel's request so that it alone, or with
24 Ramsay, could take Seibel's share of the License Fee otherwise required to be paid to GRB.

25 47. Prior to PH's purported termination, Seibel requested that PH work with Seibel to
26 arrive at an assignee that could be mutually agreeable to Seibel and PH but PH ignored Seibel's
27 request so that PH alone, or with Ramsay, could take Seibel's share of the License Fee otherwise
28

1 required to be paid to GRB.

2 48. Removing Seibel from GRB dispositively cures any alleged problem identified by PH
3 as being the purported reason for terminating the Development Agreement.

4 49. However, PH and Gordon Ramsay have colluded to prevent Seibel from transferring
5 his interest in GRB thus evidencing both the fact that removing Seibel effectively cures any allegation
6 that Seibel is unsuitable and that the real reason to terminate the Development Agreement is
7 predicated upon PH's desire to retain Seibel's portion of the monies owed to GRB for itself.

8 50. The purported basis for this termination was illusory and in bad faith, since while
9 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
10 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
11 person, Caesars and other affiliates of PH were engaged in relationships and were parties to contracts
12 with notorious criminals with long histories of arrests and convictions, including some for violent
13 crimes, the most recent of which appears to be the Rapper T.I. whose name is promoted all over Las
14 Vegas as a method to attract people to the club within a Caesars property where he is performing
15 with the obvious hope of the same also resulting in additional casino activity.

16 51. The purported basis for this termination was illusory and in bad faith, since while
17 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
18 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
19 person, Caesars and other affiliates of PH had a long history of contracting with and promoting
20 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
21 to financially gain not just from the boxing matches but also from the additional activity such
22 matches would attract to their casinos.

23 52. The purported basis for this termination was illusory and in bad faith, since while
24 PHW Las Vegas was providing notice of termination because Seibel, a behind the scenes 50%
25 member in a company that licensed certain rights to PH, allegedly became an unsuitable person,
26 Caesars and other affiliates of PH had a long history of continuing to do business with persons under
27 similar circumstances. Caesars and PH have in the past contracted with, or remained in contract
28 with parties to operate restaurants or clubs in spite of indictments and/or felony convictions of such

1 parties without any disciplinary action to Caesars or PH.

2 53. The purported termination is invalid and is a sham for the additional reason that PH
3 did not cease operations of the Restaurant after the purported termination.

4 54. Section 4.3.2(a) states that upon termination of the Development Agreement, PH
5 "shall cease operation of the Restaurant and its use of" the Intellectual Property. It also states that PH
6 may continue to operate the Restaurant after termination for up to 120 days, but as long as the
7 Restaurant is in operation, PH must continue to pay the License Fee to GRB.

8 55. Further, Section 4.3.2(e) expressly states that upon the termination of the Development
9 Agreement, PH "shall not use the Restaurant's food and beverage menus or recipes developed by
10 GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials."

11 56. However, to this day, despite its purported "termination," the Restaurant remains open
12 for business and is generating millions of dollars in profits annually yet PH is not paying the License
13 Fee earned and due to GRB.

14 57. In fact, subsequent to the purported termination, PH continued to use the Intellectual
15 Property, GRB Marks, and General GR Materials in operating the Restaurant. But then, on
16 information and belief, instead of paying the monies due directly to GRB, PH and Ramsay colluded
17 and diverted payment of the License Fee away from GRB and made some portion of that payment
18 directly to Ramsay and/or GRUS or another affiliated entity in furtherance of their scheme to deprive
19 Seibel of his rights and revenue.

20 58. Furthermore, even Caesars' Charter documents require or permit Caesars to pay
21 monies to certain shareholders found to be unsuitable persons by purchasing their shares at fair
22 market value.

23 59. Through its patent breach, PH has enriched itself by retaining Seibel's share of the
24 monies due and owed to GRB as a result of the continued operation of the Restaurant.

25 **D. PH and Ramsay Are Attempting to Rebrand the Restaurant.**

26 60. Based upon information and belief, PH and Ramsay presently are attempting to change
27 the name of the Restaurant (hereinafter, the renamed Restaurant is the "Rebranded Restaurant") and
28 continue operating the Rebranded Restaurant amongst themselves without GRB or Seibel.

1 61. Based upon information and belief, around October 2016 and thereafter, Ramsay or an
2 affiliate had several applications submitted to the USPTO to trademark "Gordon Ramsay Burger."
3 Based on information and belief, Ramsay intended to use the trademark "Gordon Ramsay Burger" at
4 the Rebranded Restaurant. Based further upon information and belief, around December 2016, the
5 USPTO rejected those applications because the proposed mark is too similar to "BURGR Gordon
6 Ramsay."

7 62. PH and Ramsay's conduct related to the Rebranded Restaurant violates the
8 Development Agreement and the implied covenant of good faith and fair dealing for reasons that
9 include, but are not limited to, the following:

10 a) Section 11.2 of the Development Agreement obligates PH to cease doing
11 business with Ramsay with regard to the Restaurant following any termination of the Development
12 Agreement under that section. (*See* § 11.2 of the Development Agreement) (PH has "the right to
13 terminate this Agreement and its relationship with Gordon Ramsay and GRB.") (emphasis added).
14 PH and Ramsay are in breach of this provision by continuing their business relationship with respect
15 to the Rebranded Restaurant.

16 b) Section 4.3.2(a) of the Development Agreement obligates PH to wind up its
17 operation of the Restaurant within 120 days of termination of the Development Agreement. The
18 Development Agreement does not contain any provisions by which this 120 day period can be
19 extended. Based upon information and belief, around January 2017, PH, GRUS, and Ramsay
20 improperly agreed without the knowledge or consent of Seibel or GRB to extend this 120 day period.
21 Based further upon information and belief, the sole reason for this improper extension was to afford
22 additional time for Ramsay or an affiliate to resolve the trademark issues before the USPTO, so as to
23 allow the Restaurant to begin operating immediately as the Rebranded Restaurant without the
24 Restaurant ever being closed for any period of time.

25 c) Based upon information and belief, in breach of the Development Agreement,
26 PH and Ramsay intend to use the Intellectual Property for the Rebranded Restaurant.

27 d) Section 14.21 of the Development Agreement obligates PH to enter a similar,
28

1 separate written agreement with GRB concerning the Rebranded Restaurant. PH and Ramsay have
2 breached § 14.21 of the Development Agreement by failing to enter a similar, separate written
3 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

4 63. As a direct and proximate result of all of the conduct and events alleged in this
5 Complaint, Plaintiff has suffered over \$10,000.00 in actual damages, and such losses shall continue to
6 accrue pending judgment of this matter. But for the above-referenced events, Plaintiff would not have
7 suffered these injuries, losses, and damages.

8 64. Plaintiff also is seeking an award of its fees and costs under the fee-award provisions
9 in the Development Agreement. Section 14.13 states, "The prevailing party in any dispute that arises
10 out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to
11 receive an award of its expenses incurred in pursuit or defense of said claim, including, without
12 limitation, attorneys' fees and costs, incurred in such action."

13 65. GRB also requests an accounting under Section 8.4 of the Development Agreement
14 and the laws of equity. Without an accounting, GRB may not have adequate remedies at law because
15 the exact amount of monies owed to it could be unknown. The accounts between the parties are of
16 such a complicated nature that an accounting is necessary and warranted. Furthermore, GRB has
17 entrusted and relied upon PH to maintain accurate and complete records and to compute the amount
18 of monies due under the Development Agreement.

19 66. Delaware law further provides that "[i]f a derivative action is successful, in whole or
20 in part, as a result of a judgment, compromise or settlement of any such action, the court may award
21 the plaintiff reasonable expenses, including reasonable attorney's fees, from any recovery in any such
22 action or from a limited liability company." 6 DEL.C. § 18-1004. Seibel requests an award of his
23 fees and costs pursuant to this statute.

24
25 **FIRST CAUSE OF ACTION**
26 **Breaches of Contract**
(Against All Defendants)

27 67. The Development Agreement is a valid and enforceable contract between GRB, PH,
28 and Ramsay.

1 68. PH breached the Development Agreement by engaging in conduct that includes, but is
2 not limited to, the following:

3 a) Continuing to do business with Ramsay following the alleged termination of
4 the Development Agreement;

5 b) Continuing to operate the Restaurant following the alleged termination of the
6 Development Agreement;

7 c) Continuing to use the Intellectual Property following the alleged termination of
8 the Development Agreement;

9 d) Failing and refusing to pay the License Fee and other monies to GRB for the
10 period of time it has operated the Restaurant and used the Intellectual Property;

11 e) Paying all or a portion of the License Fee to Ramsay or his affiliated entity;

12 f) Failing and refusing to provide GRB with a reasonable and good faith
13 opportunity to cure its purported association or affiliation with any unsuitable persons, as
14 contemplated in Section 11.2 of the Development Agreement;

15 g) Allegedly extending the 120 day post-termination period to wind up the
16 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
17 Agreement; *and*

18 h) Attempting and planning to open and operate the Rebranded Restaurant with
19 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
20 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.
21

22 69. Ramsay breached the Development Agreement by engaging in conduct that includes,
23 but is not limited to, the following:

24 a) Receiving, directly or indirectly, monies intended for and owed to GRB under
25 the Development Agreement;

26 b) Attempting to continue to do business with PH and operate the Restaurant with
27 PH in direct violation of the Development Agreement;

28 c) Continuing to use the Intellectual Property following the alleged termination of

1 the Development Agreement;

2 d) Continuing to use the Intellectual Property following the alleged termination of
3 the Development Agreement;

4 e) Allegedly extending the 120 day post-termination period to wind up the
5 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
6 Agreement; *and*

7 f) Attempting and planning to open and operate the Rebranded Restaurant with
8 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
9 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.

10 70. As a direct and proximate result of the above-referenced events, GRB has suffered
11 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
12 would not have suffered these injuries, losses, and damages.

13 71. GRB also is seeking an award of its fees and costs under the fee-award provision in
14 the Development Agreement.
15

16 **SECOND CAUSE OF ACTION**
17 **Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing**
(Against All Defendants)

18 72. In Nevada, every contract imposes upon the parties an implied covenant of good faith
19 and fair dealing. A party breaches the implied covenant by (1) performing a contract in a manner
20 unfaithful to its purpose and that frustrates or denies the justified expectations of the other party; (2)
21 interfering with or failing to cooperate with an opposing party with the performance of a contract; (3)
22 acting arbitrarily, capriciously, or in bad faith; (4) failing to exercise and perform discretionary
23 powers under a contract in good faith; (5) unduly delaying performance or payment under a contract;
24 or (6) literally complying with the terms of a contract and therefore not technically breaching the
25 contract but nevertheless violating the intent and spirit of the contract.

26 73. The Development Agreement constitutes a binding and enforceable contract that
27 imposes an implied covenant of good faith and fair dealing upon PH and Ramsay.
28

1 74. In the event the Court were to conclude PH literally complied with any of the terms of
2 the Development Agreement, PH breached the implied covenant by engaging in arbitrary,
3 capricious, and bad faith conduct that includes, but is not limited to, the following:

4 a) Pursuing an arbitrary, capricious, and bad faith scheme with Ramsay to oust
5 Seibel and GRB from the Restaurant to increase PH's profits;

6 b) Attempting to interfere with Seibel's relationship with the Restaurant by
7 diverting funds away from GRB to Ramsay or an affiliate;

8 c) Conspiring with Ramsay to reject Seibel's attempted transfer of his interest in
9 the Development Agreement;

10 d) Purporting to terminate the Development Agreement on the wholly illusory
11 unsuitability grounds;

12 e) Continuing to do business with Ramsay in conjunction with the Development
13 Agreement following the alleged termination of the Development Agreement;

14 f) Continuing to operate the Restaurant following the alleged termination of the
15 Development Agreement;

16 g) Continuing to use the Intellectual Property following the alleged termination of
17 the Development Agreement;

18 h) Failing and refusing to pay the License Fee and other monies to GRB for the
19 period of time it has operated the Restaurant and used the Intellectual Property;

20 i) Paying all or a portion of the License Fee to Ramsay or an affiliated entity;

21 j) Failing and refusing to provide GRB with a reasonable and good faith
22 opportunity to cure its purported association or affiliation with any unsuitable persons, as
23 contemplated in Section 11.2 of the Development Agreement;

24 k) Purporting to terminate the Development Agreement on suitability grounds
25 through PHW Las Vegas and PHWM, which has no power or right to terminate the agreement on
26 suitability grounds;

27 l) Selectively, arbitrarily, and capriciously choosing to do business or enter
28

1 financial transactions, directly or indirectly, with persons who have criminal records (including but
2 not limited to the rapper Clifford Joseph Harris Jr., better known as "T.I.") or are dishonest, immoral,
3 infamous, of ill-repute, or potentially or actually unsuitable;

4 m) Allegedly extending the 120 day post-termination period under the
5 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
6 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
7 Development Agreement;

8 n) Attempting and planning to open and operate the Rebranded Restaurant with
9 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
10 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

11 o) Claiming Nevada gaming law and authorities would prohibit PH from paying
12 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
13 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
14 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
15 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
16 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
17 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
18 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

19
20 75. In the event the Court were to conclude Ramsay literally complied with any of the
21 terms of the Development Agreement, Ramsay breached the implied covenant by engaging in
22 conduct that includes, but is not limited to, the following:

23 a) Pursuing an arbitrary, capricious, and bad faith scheme with PH to oust Seibel
24 and GRB from the Restaurant to increase the profits of himself or an affiliate;

25 b) Receiving, directly or indirectly, monies intended for and owed to GRB under
26 the Development Agreement;

27 c) Attempting to continue to do business with PH and operate the Restaurant with
28 PH in direct violation of the Development Agreement;

1 d) Continuing to use the Intellectual Property following the alleged termination of
2 the Development Agreement;

3 e) Enticing and encouraging PH to breach its contractual obligations to GRB;

4 f) Refusing to allow assignments related to GRB to damage and harm GRB's
5 contractual rights;

6 g) Wrongfully representing to PH that Seibel is an unsuitable person and that his
7 affiliation with GRB cannot be cured;

8 h) Allegedly extending the 120 day post-termination period under the
9 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
10 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
11 Development Agreement;

12 i) Attempting and planning to open and operate the Rebranded Restaurant with
13 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
14 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

15 j) Claiming Nevada gaming law and authorities would prohibit PH from paying
16 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
17 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
18 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
19 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
20 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
21 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
22 interest in GRB to The Seibel Family 2016 Trust or another person or entity.
23

24 76. As a direct and proximate result of the above-referenced events, GRB has suffered
25 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
26 would not have suffered these injuries, losses, and damages.

27 77. GRB also is seeking an award of its fees and costs under the fee-award provision in
28 the Development Agreement.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

78. All preceding paragraphs are incorporated herein.

79. By licensing the Intellectual Property and the General GR Materials to PH and on account of PH's failure to pay License Fees, GRB conferred benefits upon PH, and it accepted, appreciated, and retained the benefits. Specifically, PH is unlawfully retaining and using the Intellectual Property for the Restaurant and attempting to do the same for the Rebranded Restaurant.

80. PH has failed to cease using the Intellectual Property and to pay to GRB the License Fees and other monies owed to GRB for the period of time it has operated the Restaurant and used the Intellectual Property.

81. In the event the Court were to conclude the Development Agreement is no longer valid or enforceable, it would be unjust, unfair, and inequitable for PH and Ramsay to be permitted to retain or use the Intellectual Property and monies owed to GRB for the period of time they have operated the Restaurant and used the Intellectual Property. It would be further unjust, unfair, and inequitable for PH and Ramsay to be permitted to use the Intellectual Property for the Rebranded Restaurant without compensating GRB.

82. Ramsay, directly or indirectly, has wrongfully accepted and retained monies intended for and owed to GRB under the Development Agreement. It would be unjust, unfair, and inequitable for Ramsay or an affiliate to retain these monies.

83. As a direct and proximate result of the above-referenced events, GRB has suffered injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB would not have suffered these injuries, losses, and damages.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

84. Ramsay and PH acted in concert and had an explicit or tacit agreement between themselves to breach the Development Agreement and oust GRB and Seibel from the Restaurant.

85. Ramsay and PH's conduct was designed and intended to disrupt GRB and Seibel's

1 contractual relationship with PH, inflict financial harm upon GRB and Seibel, and increase Ramsay
2 and PH's profits from the Restaurant. These objectives of the conspiracy were unlawful because they
3 violated GRB and Seibel's rights, entitlements, and justified expectations under the Development
4 Agreement.

5 86. To accomplish the objectives of the conspiracy, Ramsay, directly or indirectly, refused
6 to allow Seibel to transfer his interest in GRB to The Seibel Family 2016 Trust, resign as a manager
7 of GRB, and appoint Craig Green as a manager of GRB. While simultaneously blocking Seibel's
8 efforts to transfer his interest in GRB, resign as a manager, and appoint a replacement manager,
9 Ramsay and GRUS demanded that Seibel disassociate from GRB. This demand was a charade in
10 light of the fact Ramsay and GRUS blocked Seibel's very efforts to disassociate from GRB.

11 87. Furthermore, in a letter sent on or around September 15, 2016, Ramsay and GRUS
12 falsely told PHW Las Vegas that Seibel is an unsuitable person and his affiliation with GRB and the
13 Restaurant could not be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's
14 interest in GRB to The Seibel Family 2016 Trust would "not definitively terminate any direct or
15 indirect involvement or influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the
16 assignment "provide[d] no method by which [PHW Las Vegas] or a gaming regulatory agency could
17 be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney,
18 to be involved with, or profit from, a continuing business relationship with [PHW Las Vegas] under
19 the [GRB] Agreement." These assertions were false because Seibel neither would have had any
20 direct or indirect involvement or influence over The Seibel Family 2016 Trust nor would have retain
21 any ability, directly or indirectly, to be involved with or profit from a continuing business
22 relationship. These false statements were made in furtherance of Ramsay and PH's conspiracy.

23 88. To accomplish the objectives of the conspiracy, PH refused and failed to investigate,
24 research, and consider in good faith whether Seibel would have an interest in or control over The
25 Seibel Family 2016 Trust and whether Seibel's association with GRB and the Restaurant could be
26 cured. It further refused and failed to communicate with Seibel's counsel concerning these matters.
27 This conduct was pursued in furtherance of Ramsay and PH's conspiracy.
28

1 89. The objectives of the conspiracy were accomplished when, on or around September
2 21, 2016, the Development Agreement was terminated on the alleged grounds Seibel is an unsuitable
3 person and GRB purportedly failed to disassociate with Seibel.

4 90. As a direct and proximate result of the above-referenced events, GRB has suffered
5 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
6 would not have suffered these injuries, losses, and damages.

7 **IV. ADDITIONAL REQUESTS FOR RELIEF**

8 **A. Request for Specific Performance Against PH.**

9 91. Under Nevada law, "Specific performance is available when [**i**] the terms of the
10 contract are definite and certain, [**ii**] the remedy at law is inadequate, [**iii**] the plaintiff has tendered
11 performance, and [**iv**] the court is willing to order it."

12 92. In plain, clear, unambiguous, definitive, and certain language, the Development
13 Agreement requires PH to pay the License Fee to GRB while the Restaurant continues to operate
14 after the termination of the Development Agreement. (See Development Agreement at ¶ 4.3.2(a).)

15 93. The Development Agreement does not contain any provisions allowing PH to
16 withhold the License Fee due to any alleged suitability reasons.

17 94. Though it continues to operate the Restaurant following the alleged termination of the
18 Development Agreement, PH refuses to pay the License Fee to GRB.

19 95. Plaintiff does not have an adequate legal remedy to force PH to pay it the License Fee.

20 96. Plaintiff has performed its obligations under the Development Agreement.

21 97. Plaintiff requests an order compelling PH to perform its obligation under the
22 Development Agreement to pay the License Fee to GRB, as well as awarding any additional relief
23 authorized by the law or found fair, equitable, just, or proper by the Court, including but not limited
24 to attorney's fees, costs, and interest.

25 **B. Request for Declaratory Relief Against PH Under NEV. REV. STAT. § 30 re: the 26 Validity of the Alleged Termination of the Development Agreement.**

27 98. A justiciable controversy ripe for adjudication exists between the parties as to whether
28 the Development Agreement was properly terminated. Plaintiff seeks an order declaring that the

1 Development Agreement was not properly terminated and therefore remains in full force and effect.

2 99. GRB originally entered the Development Agreement with PHW Las Vegas.

3 100. The Development Agreement identified PHW Manager LLC ("PHWM") as the
4 manager of PHW Las Vegas.

5 101. PHW Las Vegas later assigned the Development Agreement to PH in 2013.

6 102. The Termination Letter was sent in September 2016. It used the term "Caesars" to
7 refer collectively to PHW Las Vegas and PHWM. In the Termination Letter, Caesars purportedly
8 terminated the Development Agreement under Section 4.2.5.

9 103. The purported termination of the Development Agreement by "Caesars" was invalid
10 and ineffective because in 2013, PHW Las Vegas assigned the Development Agreement to PH.
11 Following that assignment, PHW Las Vegas and PHWM had no interest in or rights regarding the
12 Development Agreement and therefore had no right to terminate the agreement.

13 104. The purported termination was invalid and ineffective for the additional reason that it
14 was issued in violation of PH's implied covenant of good faith and fair dealing. PH had been
15 attempting to wrongfully terminate Seibel's association with the Restaurant and enrich itself by
16 retaining Seibel's share of the monies due and owed to GRB as a result of the continued operation of
17 the Restaurant.

18 105. PH's purported termination was exercised in bad faith and was in furtherance of an
19 ongoing scheme to keep Seibel's share of the revenues from the Restaurant and had nothing to do any
20 good faith determination by PH that Seibel is an Unsuitable Person as that term is defined in the
21 Development Agreement

22 106. The purported termination was invalid and ineffective because upon issuance of the
23 purported termination notice PH continued to operate the Restaurant as if the Development
24 Agreement remain in effect and failed to comply with the required conduct in the event of a valid
25 termination of the Development Agreement.

26 107. For the above-stated reason, Plaintiff seeks an order declaring that the Development
27 Agreement was not properly terminated and therefore remains in full force and effect.
28

1 108. Plaintiff further request any additional relief authorized by the law or found fair,
2 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
3 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

4 **C. Declaratory Relief Against All Defendants Under NEV. REV. STAT. § 30 re: the**
5 **Parties' Rights and Obligations Under the Development Agreement.**

6 109. PH and Ramsay's actions have created a justiciable controversy, and this controversy
7 is ripe for adjudication as a declaration by this Court.

8 110. GRB seeks a declaration concerning the following rights, remedies, duties, and
9 obligations:

10 a) That PH must cease doing business with Ramsay following the termination of
11 the Development Agreement;

12 b) That PH must cease operating the Restaurant following the termination of the
13 agreement;

14 c) That PH must cease using the Intellectual Property following the termination of
15 the agreement;

16 d) That PH must pay the License Fee and other monies to GRB for the period of
17 time it has operated the Restaurant and used the Intellectual Property;

18 e) That PH must provide GRB with a reasonable and good faith opportunity to
19 cure its purported association or affiliation with any unsuitable persons; *and*

20 f) That the Development Agreement precludes PH and Ramsay from opening and
21 operating the Rebranded Restaurant.

22 111. Plaintiff further request any additional relief authorized by the law or found fair,
23 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
24 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

25 **D. Request for an Accounting from PH.**

26 112. The Development Agreement allows GRB to request and conduct an audit concerning
27 the monies owed under the agreement.
28

1 113. The laws of equity also allow for GRB to request an accounting of PH. Without an
2 accounting, GRB may not have adequate remedies at law because the exact amount of monies owed
3 to it could be unknown.

4 114. The accounts between the parties are of such a complicated nature that an accounting
5 is necessary and warranted.

6 115. GRB has entrusted and relied upon PH to maintain accurate and complete records and
7 to compute the amount of monies due under the Development Agreement.

8 116. GRB requests an accounting of the monies owed to it under the GRB agreement, as
9 well as all further relief found just, fair, and equitable.

10 **E. Request for an Injunction / Restraining Order Against All Defendants.**

11 117. Section 14.10.2 of the Development Agreement states, "Notwithstanding any other
12 provision of this Agreement, the parties acknowledge and agree that monetary damages would be
13 inadequate in the case of any breach by [PH] of Article 6 Accordingly, each party shall be
14 entitled, without limiting its other remedies and without the necessity of proving actual damages or
15 posting any bond, to equitable relief, including the remedy of specific performance or injunction, with
16 respect to any breach or threatened breach of such covenants and each party (on behalf of itself and
17 its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any
18 proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall
19 allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate
20 remedy at law."

21 118. PH has improperly purported to terminate the Development Agreement.

22 119. PH and Ramsay have breached Article 6 of the Development Agreement through
23 conduct that includes, but is not limited to, (1) continuing to use the Intellectual Property following
24 the termination of the License and the alleged termination of the Development Agreement; and (2)
25 failing to pay the License Fee and other monies to GRB for the period of time PH has operated the
26 Restaurant and used the Intellectual Property.

27 120. GRB seeks a permanent injunction or restraining order (i) prohibiting PH from
28

1 terminating the Development Agreement; or, in the alternative, prohibiting PH and Ramsay from (ii)
2 (a) using the Intellectual Property for the Restaurant or the Rebranded Restaurant; and (b) continuing
3 to operate the Restaurant or open and operate the Rebranded Restaurant.

4 121. GRB will succeed on the merits of its claims, the balance of equities tip in favor of
5 GRB, and public interests favor injunctive relief. Furthermore, GRB would suffer substantial and
6 irreparable harm if PH were permitted to terminate the Development Agreement or if Defendants
7 were permitted to (i) continue using the Intellectual Property; (ii) continue operating the Restaurant; or
8 (iii) open and operate the Rebranded Restaurant.

9
10 **V. PRAYER FOR RELIEF.**

11 WHEREFORE, Plaintiff prays for judgment as follows:

- 12 A. Monetary damages in excess of \$10,000.00;
13 B. Equitable relief;
14 C. Specific Performance;
15 D. Injunctive relief;
16 E. Declaratory relief;
17 F. Reasonable attorney's fees, costs, and interest associated with the prosecution of
18 this lawsuit; and
19 G. Any additional relief this Court may deem just and proper.

20 **VII. DEMAND FOR JURY TRIAL.**

21 Pursuant to NEV. R. CIV. P. 38, Plaintiff demands a trial by jury on all issues so triable.

22 DATED February 28, 2017.

23 CARBAJAL & MCNUTT, LLP

24
25 */s/ Dan McNutt*

26 DANIEL R. MCNUTT (SBN 7815)
27 MATTHEW C. WOLF (SBN 10801)
28 625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

Exhibit 1

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

I, _____, I am an adult and competent to testify to all matters herein and am familiar with all issues and herewith.

3. The facts alleged in the Complaint are true and correct to the best of my knowledge, except to matters alleged therein upon information and belief, and as to those matters, I believe them to be true and correct to the best of my knowledge, information, and belief.

4. I am a citizen of New York.

6. At all relevant times, GRB's equal members have been myself and GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay.

B. Asking Mr. Gillies to Authorize GRB to File the Complaint Would Be Futile.

9. Demanding that Mr. Gillies authorize GRB to file the Complaint would be futile for the following reasons:

1 a. In 2016, GRUS filed a pending lawsuit in Delaware to dissolve GRB on the purported
2 grounds that a deadlock exists between me and Mr. Gillies concerning the future of GRB;

3 b. Mr. Gillies refused to attend a meeting of GRB's managers in 2016;

4 c. In 2016, GRUS and Mr. Gillies blocked my attempt to assign my membership interest
5 in GRB to The Seibel Family 2016 Trust and to appoint Craig Green as a manager of GRB; and

6 d. The Complaint seeks, in part, to recover monies owed to GRB that PHWLTV, LLC
7 ("Planet Hollywood") or an affiliate wrongfully paid to Mr. Ramsay or an affiliate. It is believed Mr. Gillies
8 knew or should have known of those wrongful payments and explicitly or tacitly approved them.
9 Furthermore, as a close and long-term friend and business partner of Mr. Ramsay who has received
10 significant financial rewards from Mr. Ramsay's business ventures, Mr. Gillies would have a conflict of
11 interest if he were asked to authorize GRB to file the Complaint to recover the aforementioned monies. Mr.
12 Gillies likely would put his friendship with and loyalty to Mr. Ramsay and his personal interest in continuing
13 to earn significant financial rewards from business ventures with Mr. Ramsay above the interests of GRB.
14

15 **1. The Dissolution Proceeding.**

16 10. On or around October 13, 2016, GRUS filed a lawsuit in the Court of Chancery for Delaware
17 as case no. 12825 seeking a judicial dissolution of GRB. In Paragraph 2, the complaint alleges "[t]he
18 Company's two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on the
19 future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock"

20 11. Based upon the alleged deadlock (and without admitting a deadlock exists), it would be futile
21 to demand that Mr. Gillies authorize GRB to file the Complaint.

22 **2. Mr. Gillies Refused to Attend a Managers Meeting in 2016.**

23 12. Asking Mr. Gillies to authorize GRB to file the Complaint also would be futile based upon
24 the fact Mr. Gillies refused in 2016 to attend a meeting of the managers of GRB.

25 13. In 2016, through counsel, I attempted to schedule one or more meetings of the managers of
26 GRB. One such meeting was scheduled in New York, New York, for July 12, 2016. Through counsel, Mr.
27
28

1 Gillies refused to attend. Mr. Gillies took the position in writing that he is not obligated under GRB's
2 operating agreement to attend any meetings.

3 14. Given the refusal of Mr. Gillies to attend any meetings, it would be futile to attempt to
4 schedule a meeting for the purpose of asking Mr. Gillies to authorize GRB to file the Complaint.

5 **3. GRUS and Mr. Gillies Blocked My Attempt to Assign My**
6 **Membership Interest in GRB to The Seibel Family 2016 Trust and**
7 **to Appoint Craig Green as a Manager of GRB.**

8 15. Paragraph 10.1(a) of GRB's operating agreement obligates me to obtain the approval of Mr.
9 Gillies to assign my membership interest in GRB. Paragraph 10.1(c), however, allows me to assign the
10 economic rights to my membership interest in GRB to certain relatives or a trust for their benefit without the
11 approval of GRUS or Mr. Gillies.

12 16. Paragraph 8.2 of GRB's operating agreement also allows me with the approval of GRUS to
13 replace myself as a manager. It further states GRUS's approval of the proposed replacement manager shall
14 not be unreasonably withheld, delayed or conditioned.

15 17. On or around April 11, 2016, I notified GRUS and Mr. Gillies in writing of my intent to (i)
16 transfer my membership interest in GRB to The Seibel Family 2016 Trust, (ii) resign as a manager of GRB,
17 and (iii) appoint Craig Green as a replacement manager. I enclosed a Membership Interest Assignment
18 Agreement and a Removal and Appointment of Manager of GRB and asked GRUS to execute and return the
19 documents to effectuate the assignment and the appointment of a replacement manager.

20 18. GRUS flatly and unreasonably refused to execute the above-referenced documents and to
21 approve the assignment and the appointment of a replacement manager. This is true even though GRB's
22 operating agreement expressly precluded GRUS from unreasonably withholding, delaying, or conditioning
23 its consent to the appointment of a replacement manager.

24 **4. It is Believed Planet Hollywood Paid Mr. Ramsay or an Affiliate**
25 **Monies Owed to GRB.**

26 19. Around December 2012, Mr. Ramsay, GRB, and PHW Las Vegas, LLC entered a
27 Development, Operation and License Agreement (the "Development Agreement") concerning the design,
28

development, construction, and operation of a restaurant inside the Planet Hollywood hotel in Las Vegas, Nevada, known as "BURGR Gordon Ramsay" (hereinafter, the "Restaurant").

20. PHW Las Vegas, LLC later assigned the Development Agreement to Planet Hollywood.

21. The Development Agreement obligated Planet Hollywood to pay a license fee (the "License Fee") to GRB. It did not give Mr. Ramsay or an affiliate any right to receive any portion of the License Fee.

22. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to Mr. Ramsay or an affiliate.

23. The following chart identifies the payments GRB received under the Development Agreement:

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59
1/18/2013	\$10,367.27

24. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood entered the aforementioned agreement, the amounts of the payments to GRB drastically decreased. It is believed those decreases were due to payments of the License Fee by Planet Hollywood to Mr. Ramsay or an affiliate.

25. In the Complaint, GRB seeks, in part, to recover those monies.

5. *Because of His Close Personal and Professional Relationship with Mr. Ramsay and the Financial Rewards He Has Earned from His Business Ventures with Mr. Ramsay, Mr. Gillies Would Have a Conflict of Interest if He Were Asked to Authorize GRB to File the Complaint.*

26. Based upon my personal knowledge, as well as information and belief and publically available sources, Mr. Gillies has a close and long-standing personal and professional relationship with Mr. Ramsay. This relationship is reflected by the following publically available sources:

a. In April 2014, it was reported Mr. Gillies first met Mr. Ramsay when they were young chefs in London and that Mr. Gillies joined Mr. Ramsay in 2002 to open Angela Hartnett's restaurant at the Connaught.¹ It also was reported that ten years after joining the entity that currently is the Gordon Ramsay Group ("GRG"), Mr. Gillies became its managing director.²

b. An October 2010 interview of Mr. Gillies referred to him as Mr. Ramsay's "right hand man."³ Mr. Gillies said during the interview, "As a boss [Mr. Ramsay is] more generous than you'd ever believe – trying to keep people happy and share the wealth of the company's success."⁴

c. In May 2015, it was reported Mr. Ramsay paid Mr. Gillies shares worth over two million pounds.⁵

d. In March 2016, it was reported Mr. Gillies had been promoted to CEO of GRG.⁶

¹ See <https://www.thecaterer.com/articles/352087/profile-stuart-gillies-managing-director-gordon-ramsay-group> (last accessed on Nov. 16, 2016).

² *Id.*
³ See <http://www.hot-dinners.com/Gastroblog/Interviews/gordons-right-hand-man-hot-dinners-talks-to-stuart-gillies-about-the-savoy-grill-and-bread-street-kitchen> (last accessed on Nov. 16, 2016).

⁴ *Id.*
⁵ See <http://www.telegraph.co.uk/finance/newsbysector/retailandconsumer/11610051/Gordon-Ramsay-pays-restaurant-boss-2.7m-bonus.html> (last accessed on Nov. 16, 2016); see also <http://www.londonlovesbusiness.com/business-news/gordon-ramsay-just-handed-out-a-27m-bonus-to-the-boss-of-his-restaurants/10311.article> (last accessed on Nov. 16, 2016).

⁶ See, e.g., <https://www.thecaterer.com/articles/366132/flurry-of-senior-appointments-at-gordon-ramsay-group-as-stuart-gillies-promoted> (last accessed on Nov. 16, 2016); see also <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last accessed on Nov. 16, 2016).

1 Commenting on the promotion, Mr. Ramsay said Mr. Gillies had been “a driving force in [GRG’s]
2 international growth”⁷

3 c. In May 2016, Mr. Gillies said GRG was planning to open new restaurants in England
4 outside of London.⁸

5 27. Due to Mr. Gillies’ close and long-standing personal and professional relationship with Mr.
6 Ramsay, he would have a conflict of interest if he were asked to authorize GRB to file the Complaint seeking,
7 in part, to recover monies that were improperly paid to Mr. Ramsay or an affiliate. Mr. Gillies likely would
8 put his friendship and loyalty with Mr. Ramsay, as well as is personal interest in continuing to earn significant
9 monies through business ventures with Mr. Ramsay, above his duties and loyalty to GRB.

10 28. Moreover, based upon information and belief, Mr. Gillies is aware of and explicitly or tacitly
11 approved Planet Hollywood’s improper payments to Mr. Ramsay or an affiliate:


12 a. As a manager of GRB, Mr. Gillies knew or should have known that the payments
13 Planet Hollywood made to GRB during or around April and July 2016 were roughly half the amount of the
14 payments it made in 2014, 2015, and early 2016. As a manager of GRB, he should have inquired into why
15 the amount of those payments drastically decreased and taken appropriate action, but he failed to do so,
16 presumably to protect Mr. Ramsay; *and*

17 b. As the CEO of GRG and a close and long-time confidant of Mr. Ramsay, Mr. Gillies
18 likely knows that Mr. Ramsay or an affiliate received monies from Planet Hollywood owed to GRB.
19
20
21
22
23
24

25 ⁷ See [http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments)
26 [appointments](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments) (last accessed on Nov. 16, 2016).

27 ⁸ See [https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london)
28 [outside-london](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london) (last accessed on Nov. 16, 2016).

1 On the 28 day of February, 2017, it is declared under penalty of perjury under the
2 law of the State of Nevada and the United States that the foregoing is true and correct to the best of my
3 knowledge, information, and belief.

4 

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

IAFD

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

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.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

///

///

///

1 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
2 parties appearing in the above entitled action as indicated below:

3 ROWEN SEIBEL \$1530.00

4 **Total \$1530.00**

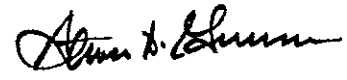
5 DATED February 28, 2017.

6 CARBAJAL & MCNUTT, LLP

7
8 /s/ Dan McNutt

9 DANIEL R. MCNUTT (SBN 7815)
10 MATTHEW C. WOLF (SBN 10801)
11 625 South Eighth Street
12 Las Vegas, Nevada 89101
13 *Attorneys for Plaintiff*
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TAB 2



CLERK OF THE COURT

ORDER

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 12th 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

Brittanie T. Watkins, Esq., Bar No. 13612

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101


Counsel for Defendant PHWL, LLC

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

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 Selbel

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

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

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

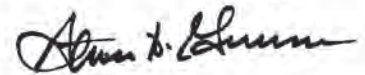
CARBAJAL & McNUTT, LLP

By: _____

Daniel R. McNutt, Esq.
Matthew C. Wolfe, Esq.
625 S. Eighth Street
Las Vegas, Nevada 89101

Attorneys for Plaintiff Rowen Seibel

TAB 3



CLERK OF THE COURT

1 NEOJ

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

2 jjp@pisanellibice.com

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

3 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,

10 Plaintiff,

11 v.

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

14 Defendants,

15 and

16 GR BURGR LLC, a Delaware limited liability
company,

17 Nominal Plaintiff.

Case No.: A-17-751759

Dept. No.: XV

**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

25 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 12th 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

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

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 Selbel

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

Approved as to form:

FENNEMORE CRAIG P.C.

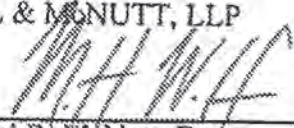
By: _____

Allen J. Wilt, Esq.
John D. Tennert III, Esq.
300 E. Second Street, Suite 1510
Reno, NV 89501

Attorney for Gordon Ramsay

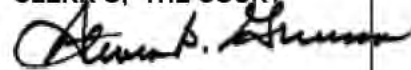
CARBAJAL & McNUTT, LLP

By: _____


Daniel R. McNutt, Esq.
Matthew C. Wolfe, Esq.
625 S. Eighth Street
Las Vegas, Nevada 89101

Attorneys for Plaintiff Rowen Seibel

TAB 4



ORDR

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

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.

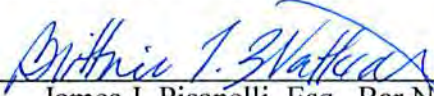
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

DATED: _____

THE HONORABLE JOSEPH HARDY
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

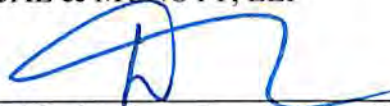
PISANELLI BICE PLLC

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 PHWLIV, 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.

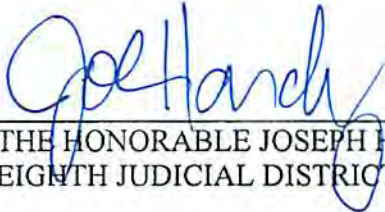
By: _____
Allen J. Wilt, Esq., Bar No. 4798
John D. Tennert, Esq., Bar No. 11728
300 East Second Street – Suite 1510
Reno, NV 89501

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

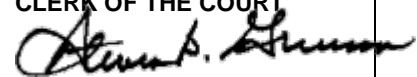
Counsel for Plaintiff Rowen Seibel

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

TAB 5



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

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

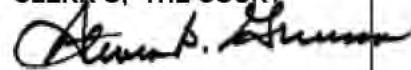
CERTIFICATE OF SERVICE

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
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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.

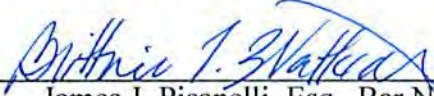
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the joinder is denied without prejudice.

DATED: _____

THE HONORABLE JOSEPH HARDY
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

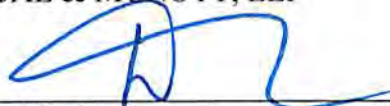
PISANELLI BICE PLLC

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.

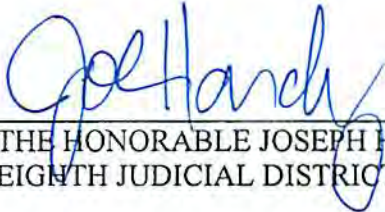
By: _____
Allen J. Wilt, Esq., Bar No. 4798
John D. Tennert, Esq., Bar No. 11728
300 East Second Street – Suite 1510
Reno, NV 89501

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

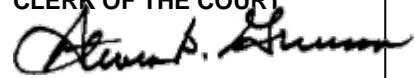
Counsel for Plaintiff Rowen Seibel

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

TAB 6



DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

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.: 15

**FIRST AMENDED VERIFIED
COMPLAINT**

*Request for Assignment to Business Court Due
to Claims Involving Business Torts under EDCR
1.61(a)(2)(ii), Claims Involving an Interest in a
Business under EDCR 1.61(A)(2)(iii), and
Claims Involving Business Franchise
Transactions or Relationships under EDCR
1.61(a)(2)(iv)*

*Exempt from Arbitration Under NEV. REV.
STAT. § 38.255 and NAR 3(a) Due to Requests
for Equitable and Declaratory Relief and
Amount in Controversy*

*Exempt from Petition for Exemption from
Arbitration Requirements Under NAR 5(a) Due
to Requests for Equitable and Declaratory
Relief*

Plaintiff Rowen Seibel ("Seibel"), a member and manager of GR Burgr LLC ("GRB")
appearing derivatively on its behalf, hereby complains as follows:

I. PARTIES AND JURISDICTION.

1. Defendant PHWLTV, LLC ("PH") is a Nevada limited liability company. Its principal
place of business is in Clark County, Nevada. PH is owned, directly or indirectly, by Caesars
Entertainment Corporation ("Caesars").

2. Defendant Gordon Ramsay ("Ramsay") is an individual greater than eighteen years of

1 age and a citizen of the United Kingdom.

2 3. Clark County, Nevada, is a proper venue because the agreements, acts, events,
3 occurrences, decisions, transactions, or omissions giving rise to this lawsuit occurred or were
4 performed in Clark County, Nevada.

5 4. The identities of defendants DOES I through X and ROE CORPORATIONS I through
6 X are unknown at this time and may be person or entities who are responsible in some manner for
7 the losses, injuries, and damages herein alleged. The roles of these defendants may include, but is
8 not limited to, (1) owning or operating the restaurant(s) at issue; (2) directly or indirectly assisting
9 Defendants in breaching their contractual or common law duties; (3) directly or indirectly infringing
10 upon, misappropriating, or misusing GRB's intellectual property; (4) directly or indirectly assisting
11 Defendants with infringing upon, misappropriating, or misusing GRB's intellectual property; (5)
12 being employees, agents, servants, or joint ventures of the defendants named herein who are
13 responsible in some manner for the losses, injuries, and damages alleged herein; (6) being managers
14 with some control over and responsibility for the defendants named herein; (7) being business
15 entities controlled by or associated with the defendants named herein, including but not limited to
16 parent corporations, wholly owned subsidiaries, or alter egos; or (8) being employers, agents,
17 principals, masters, or joint ventures of the defendants named herein who are responsible in some
18 manner for the losses, injuries, and damages alleged herein.

19 5. To the extent two or more allegations, causes of action, or forms of relief or damages
20 alleged or requested herein are inconsistent or incompatible, each such allegation or cause of action is
21 pled in the alternative, and each such form of damages or relief is requested in the alternative.

22 6. To the extent the Court were to determine a cause of action alleged herein is a form of
23 relief and not an independent cause of action, Plaintiff respectfully requests that each such cause of
24 action be construed in the alternative as a request for relief.

25 7. To the extent the Court were to determine a form of relief requested herein should
26 have been pled as an independent cause of action, Plaintiff respectfully requests that each such form
27 of relief be construed in the alternative as an independent cause of action.
28

1 8. For each paragraph, allegation, and claim herein, Plaintiff repeats, re-alleges, and
2 expressly incorporates each and every preceding paragraph, allegation, and claim.

3 **II. DERIVATIVE ALLEGATIONS.**

4 9. GRB is a Delaware limited liability company. Its equal members are Seibel, a citizen
5 of New York, and GR US Licensing LP (“GRUS”), a Delaware limited partnership. GRUS’s
6 general partner is Kavalake Limited (“Kavalake”), and Kavalake’s director is Ramsay. GRB’s equal
7 managers are Seibel and Mr. Gillies. Seibel appointed himself as a manager of GRB, and GRUS
8 appointed Mr. Gillies.

9 10. As an active member and manager of GRB who has been a member and manager of
10 GRB at all relevant times, Seibel is pursuing this lawsuit derivatively on behalf of GRB.

11 11. GRB is a Delaware limited liability company, and its limited liability company
12 agreement (“GRB Operating Agreement”) is governed by Delaware law.

13 12. 6 DEL.C. § 18-1001 provides, “A member or an assignee of a limited liability
14 company interest may bring an action in the Court of Chancery in the right of a limited liability
15 company to recover a judgment in its favor if managers or members with authority to do so have
16 refused to bring the action or if an effort to cause those managers or members to bring the action is
17 not likely to succeed.”

18 13. 6 DEL.C. § 18-1002 also provides, “In a derivative action, the plaintiff must be a
19 member or an assignee of a limited liability company interest at the time of bringing the action and:
20 (1) [a]t the time of the transaction of which the plaintiff complains; or (2) [t]he plaintiff’s status as a
21 member or an assignee of a limited liability company interest had devolved upon the plaintiff by
22 operation of law or pursuant to the terms of a limited liability company agreement from a person
23 who was a member or an assignee of a limited liability company interest at the time of the
24 transaction.”

25 14. Paragraph 8.1 of GRB’s operating agreement states, “The Managers shall have the full
26 and exclusive right, power and authority to manage all of the business and affairs of the Company
27 with all the rights and powers generally conferred by law, or necessary, advisable or consistent
28

1 therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all
2 Managers. Once a decision has been reached by the Managers in accordance with this Section, any
3 Manager is authorized to carry out the decision and execute any and all documents on behalf of the
4 Company necessary or appropriate in connection therewith.”

5 15. NEV. R. CIV. P. 23.1 states, “In a derivative action brought by one or more
6 shareholders or members to enforce a right of a corporation or of an unincorporated association, the
7 corporation or association having failed to enforce a right which may properly be asserted by it, the
8 complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time
9 of the transaction of which the plaintiff complains or that the plaintiff’s share or membership
10 thereafter devolved on the plaintiff by operation of law. The complaint shall also allege with
11 particularity the efforts, if any, made by the plaintiff to obtain the action the plaintiff desires from the
12 directors or comparable authority and, if necessary, from the shareholders or members, and the
13 reasons for the plaintiff’s failure to obtain the action or for not making the effort. The derivative
14 action may not be maintained if it appears that the plaintiff does not fairly and adequately represent
15 the interests of the shareholders or members similarly situated in enforcing the right of the
16 corporation or association. The action shall not be dismissed or compromised without the approval
17 of the court, and notice of the proposed dismissal or compromise shall be given to shareholders or
18 members in such manner as the court directs.” Pursuant to this rule, a verification declaration by
19 Seibel is attached hereto as Exhibit 1. The contents of the Seibel declaration are expressly
20 incorporated into this Complaint as if fully set forth herein.
21

22 16. As established by Seibel’s declaration, demanding that Mr. Gillies authorize GRB to
23 file this lawsuit would be futile because (i) Mr. Gillies seeks to dissolve GRB and has caused a
24 judicial dissolution proceeding to be filed in Delaware; (ii) upon information and belief, Mr. Gillies is
25 aware, approves of and benefits from the suspected misappropriation by Ramsay or an affiliated
26 entity of monies belonging to GRB; and (iii) Mr. Gillies’ close relationship with and loyalty to
27 Ramsay creates a conflict of interest because this lawsuit seeks, in part, to recover those monies owed
28 to GRB that were wrongfully paid to Ramsay or an affiliated entity.

1 **III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.**

2 **A. The Intellectual Property.**

3 17. GRB owns the trademark “BURGR” and licenses the trademark “BURGR Gordon
4 Ramsay” from GRUS. GRB also owns rights relating to the burger-centric/burger-themed restaurant
5 system and concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and
6 menus relating to the concept.

7 18. Although the GRB Operating Agreement recognizes that GRB owns the BURGR
8 marks, Ramsay wrongfully registered that mark in the name of his personal entity, Gordon Ramsay
9 Holdings LLC. Only after Seibel discovered that Ramsay had misappropriated the mark and
10 complained to Ramsay was the mark assigned to GRB in November 2014.

11 **B. The Parties Enter the Development Agreement and Open the Restaurant.**

12 19. In December 2012, Ramsay, GRB, and PHW Las Vegas, LLC (“PHW Las Vegas”)
13 entered a Development, Operation and License Agreement (the “Development Agreement”)
14 concerning the design, development, construction, and operation of a restaurant known as “BURGR
15 Gordon Ramsay” (hereinafter, the “Restaurant”) inside the Planet Hollywood hotel in Las Vegas,
16 Nevada.

17 20. Sometime around 2013, PHW Las Vegas assigned the Development Agreement to PH.

18 21. PH, through the Development Agreement, licensed from GRB the rights to use the
19 “GRB Marks,” as that phrase is defined in the Development Agreement (including the BURGR
20 Gordon Ramsay marks) and the “General GR Materials,” as that phrase is defined in the
21 Development Agreement, including the proprietary concepts, systems, menus, and recipes designed
22 for use in connection with the Restaurant. Hereinafter, the “Intellectual Property” refers collectively
23 to **(i)** the GRB Marks; **(ii)** the BURGR Gordon Ramsay marks; **(iii)** the General GR Materials; **(iv)**
24 the proprietary concepts, systems, menus, and recipes designed for use in connection with the
25 Restaurant; **(v)** the rights relating to the burger-centric/burger-themed restaurant system and concept
26 utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and menus relating to
27 the concept; and **(vi)** all other rights, tradenames, trademarks, trade secrets, and intellectual property
28

1 licensed, sublicensed, leased, or loaned in the Development Agreement.

2 22. In exchange for a license fee (hereinafter, the “License Fee”) it was required to pay
3 GRB, PH had the right to use the Intellectual Property in conjunction with the operation and
4 advertising of the Restaurant and the sale of certain products at the Restaurant.

5 23. The License Fee owed to GRB is defined as “(a) four percent (4%) of Gross
6 Restaurant Sales up to ten million dollars (\$10,000,000); plus (b) six percent (6%) of Gross
7 Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars
8 (\$12,000,000); plus (c) eight percent (8%) of Gross Restaurant Sales greater than twelve million
9 dollars (\$12,000,000); plus (d) ten percent (10%) of all Gross Retail Sales.” Said amount is to be
10 paid prior to any capital repayment that may be owed.

11 24. After the repayment of PH’s initial capital investment, the License Fee required to be
12 paid by PH to GRB is increased to “(a) six percent (6%) of Gross Restaurant Sales up to twelve
13 million dollars (\$12,000,000); plus (b) eight percent (8%) of Gross Restaurant Sales greater than
14 twelve million dollars (\$12,000,000); plus (c) ten percent (10%) of all Gross Retail Sales.”

15 25. The Development Agreement obligated PH to pay the License Fee to GRB. It did not
16 give Ramsay or an affiliate any right to receive any independent portion of the License Fee.

17 26. For years, PH paid approximately one million dollars per year in License Fee to GRB
18 pursuant to the Development Agreement.

19 **C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.**

20 27. PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant
21 and misappropriate the Restaurant for themselves without paying any consideration to Seibel. These
22 efforts were part of a broader scheme by Caesars, its affiliates and Ramsay to force Seibel out of a
23 number of restaurants and misappropriate the revenues and profits from these restaurants for
24 themselves without paying any consideration to Seibel so that they did not have to share such
25 revenues and profits from of these very successful restaurants with Seibel.

26 28. In January 2015, Caesars Entertainment Operating Company, Inc. (“CEOC”) filed
27 for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
28

1 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. PH was not part
2 of the bankruptcy proceeding. Thereafter, in or around June 2015, Caesars, CEOC, and their
3 affiliated companies, together with Ramsay, began to make concerted efforts to force Seibel and his
4 affiliates out of restaurant ventures they had together without paying any consideration to Seibel,
5 notwithstanding the fact that in some cases Seibel and/or his affiliated entities had invested 50% of
6 the capital required to develop and open the restaurant and the parties had contractually agreed that
7 restaurants of such type could not be operated without Seibel's affiliated entity that was the
8 contracting party.

9
10 29. For example, in June 2015, CEOC and/or its affiliate Desert Palace, Inc. ("DPI")
11 moved to reject, in the Chapter 11 proceedings, the Development and Operation Agreement between
12 LLTQ Enterprises, LLC ("LLTQ") a former affiliate of Seibel, and DPI relating to the development
13 and operation of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ
14 had invested 50% of the capital required to open the restaurant. When LLTQ challenged the
15 rejection on the basis, among many other reasons, that the agreement between DPI and LLTQ was
16 integrated with the agreement between DPI and Ramsay (and its affiliate) and that DPI could not
17 reject one without the other or keep the restaurant open without LLTQ, DPI sought to reject the
18 corresponding Ramsay agreement and simultaneously obtain court approval for a brand new Ramsay
19 agreement, to the exclusion of LLTQ, that was less beneficial to DPI and its bankruptcy estate than
20 the prior Ramsay agreement. Notwithstanding LLTQ's significant investment, the foregoing acts
21 would rob LLTQ of 50% of the profits from such restaurants to which it was contractually entitled
22 and provide DPI and Ramsay with approximately \$2 million per annum that would otherwise be due
23 to LLTQ.

24 30. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme
25 to take away the revenue stream of FERG, LLC (a former Seibel affiliate) with regard to FERG's
26 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

27 31. PH and Ramsay are engaged in a similar scheme regarding the Restaurant.

28 32. In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which

1 they would open new burger-centric/burger-themed restaurants together without Seibel's
2 participation contrary to the Development Agreement. When Seibel voiced his objection to this
3 scheme, PH and Ramsay began a scheme to force Seibel out of the Restaurant without paying Seibel
4 any consideration.

5 33. On April 7, 2016, Ramsay informed Seibel that he had unilaterally instructed PH to
6 pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
7 contravention of the Development Agreement, PH agreed.

8 34. As a result, beginning in April 2016 PH paid 50% of monies due to GRB directly to
9 Ramsay. This arrangement, in violation of the Development Agreement (and the GRB Operating
10 Agreement), was intended as the first step in the joint effort by PH and Ramsay to wrest the
11 Restaurant from Seibel so that they did not have to share the revenues with him.

12 35. Around April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel
13 Family 2016 Trust, but GRUS rejected that attempted transfer without basis. On information and
14 belief, PH was aware of Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay
15 to cause the rejection.

16 36. That baseless rejection of Seibel's transfer provided PH with a sham excuse to further
17 its efforts to force Seibel out of the Restaurant without paying any consideration when on August 19,
18 2016, judgment was entered on Seibel's guilty plea in the Southern District of New York to one
19 count of obstructing or impeding the due administration of the internal revenue laws under 26 U.S.C.
20 § 7212(a).

21 37. Neither Ramsay nor PH was aware in April 2016 of the tax investigation that resulted
22 in the judgment against Seibel's plea when they conspired to reject Seibel's proposed transfer. PH
23 and Ramsay conspired to reject the proposed transfer by Seibel in furtherance of their scheme to
24 exclude Seibel (or his transferee) from the financial benefits of the Restaurant.

25 38. Then, on or around September 21, 2016, a letter was sent by PHW Las Vegas dba
26 PHWM, defined in the letter as "Caesars," to GRB (hereinafter, the "Termination Letter") allegedly
27 terminating the Development Agreement under Section 4.2.5 for purported suitability reasons related
28

1 to Seibel. This termination was not valid because, among other reasons, it was not issued by PH.

2 39. The purported basis for this termination was illusory and in bad faith, as PH and
3 Ramsay had been planning since April 2016, at the latest, to force Seibel from his beneficial interest
4 in the Development Agreement and out of the Restaurant for no consideration.

5 40. The purported basis for this termination was illusory and in bad faith as PH did not in
6 good faith anticipate that it or its affiliates would be subject to disciplinary actions relating to its
7 gaming or alcohol licenses as a result of the judgment against Seibel.

8 41. Neither Seibel nor GRB has been found to be an “unsuitable person” by the Nevada
9 Gaming Control Board.

10 42. PH has never been sanctioned, fined, reprimanded by the Nevada Gaming Control
11 Board, or any other Nevada Gaming Authority, as a result of Seibel’s association with GRB.

12 43. PH has not sustained any monetary damages whatsoever as a result of Seibel’s
13 association with GRB.

14 44. The purported basis for this termination was illusory and in bad faith, as PH and
15 Ramsay schemed together to reject Seibel’s proposed transfer of his interest in GRB, which such
16 transfer would have cured any legitimate suitability concerns of PH.

17 45. Seibel remains ready, able, and willing to disassociate himself from GRB. In fact,
18 Seibel attempted to transfer his interests, but such transfer was unreasonably blocked by GRUS and
19 PH in furtherance of their scheme to force Seibel out of a number of restaurants and misappropriate
20 the revenues and profits from these restaurants for themselves so that they did not have to share such
21 revenues and profits from of these very successful restaurants with Seibel.

22 46. Prior to PH’s purported termination, Seibel requested that PH inform Seibel as to the
23 objections it had to the proposed transfer, but PH ignored Seibel’s request so that it alone, or with
24 Ramsay, could take Seibel’s share of the License Fee otherwise required to be paid to GRB.

25 47. Prior to PH’s purported termination, Seibel requested that PH work with Seibel to
26 arrive at an assignee that could be mutually agreeable to Seibel and PH but PH ignored Seibel’s
27 request so that PH alone, or with Ramsay, could take Seibel’s share of the License Fee otherwise
28

1 required to be paid to GRB.

2 48. Removing Seibel from GRB dispositively cures any alleged problem identified by PH
3 as being the purported reason for terminating the Development Agreement.

4 49. However, PH and Gordon Ramsay have colluded to prevent Seibel from transferring
5 his interest in GRB thus evidencing both the fact that removing Seibel effectively cures any allegation
6 that Seibel is unsuitable and that the real reason to terminate the Development Agreement is
7 predicated upon PH's desire to retain Seibel's portion of the monies owed to GRB for itself.

8 50. The purported basis for this termination was illusory and in bad faith, since while
9 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
10 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
11 person, Caesars and other affiliates of PH were engaged in relationships and were parties to contracts
12 with notorious criminals with long histories of arrests and convictions, including some for violent
13 crimes, the most recent of which appears to be the Rapper T.I. whose name is promoted all over Las
14 Vegas as a method to attract people to the club within a Caesars property where he is performing
15 with the obvious hope of the same also resulting in additional casino activity.

16 51. The purported basis for this termination was illusory and in bad faith, since while
17 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
18 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
19 person, Caesars and other affiliates of PH had a long history of contracting with and promoting
20 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
21 to financially gain not just from the boxing matches but also from the additional activity such
22 matches would attract to their casinos.

23 52. The purported basis for this termination was illusory and in bad faith, since while
24 PHW Las Vegas was providing notice of termination because Seibel, a behind the scenes 50%
25 member in a company that licensed certain rights to PH, allegedly became an unsuitable person,
26 Caesars and other affiliates of PH had a long history of continuing to do business with persons under
27 similar circumstances. Caesars and PH have in the past contracted with, or remained in contract
28 with parties to operate restaurants or clubs in spite of indictments and/or felony convictions of such

1 parties without any disciplinary action to Caesars or PH.

2 53. The purported termination is invalid and is a sham for the additional reason that PH
3 did not cease operations of the Restaurant after the purported termination.

4 54. Section 4.3.2(a) states that upon termination of the Development Agreement, PH
5 “shall cease operation of the Restaurant and its use of” the Intellectual Property. It also states that PH
6 may continue to operate the Restaurant after termination for up to 120 days, but as long as the
7 Restaurant is in operation, PH must continue to pay the License Fee to GRB.

8 55. Further, Section 4.3.2(e) expressly states that upon the termination of the Development
9 Agreement, PH “shall not use the Restaurant’s food and beverage menus or recipes developed by
10 GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.”

11 56. However, to this day, despite its purported “termination,” the Restaurant remains open
12 for business and is generating millions of dollars in profits annually yet PH is not paying the License
13 Fee earned and due to GRB.

14 57. In fact, subsequent to the purported termination, PH continued to use the Intellectual
15 Property, GRB Marks, and General GR Materials in operating the Restaurant. But then, on
16 information and belief, instead of paying the monies due directly to GRB, PH and Ramsay colluded
17 and diverted payment of the License Fee away from GRB and made some portion of that payment
18 directly to Ramsay and/or GRUS or another affiliated entity in furtherance of their scheme to deprive
19 Seibel of his rights and revenue.

20 58. Furthermore, even Caesars’ Charter documents require or permit Caesars to pay
21 monies to certain shareholders found to be unsuitable persons by purchasing their shares at fair
22 market value.

23 59. Through its patent breach, PH has enriched itself by retaining Seibel’s share of the
24 monies due and owed to GRB as a result of the continued operation of the Restaurant.

25 **D. The Rebranded Restaurant.**

26 60. After wrongfully terminating the Development Agreement, PH and Ramsay have
27 continued to utilize the Intellectual Property and operate the Restaurant. However, PH and Ramsay
28 claim that the Restaurant is a “new” restaurant because they changed the name of the Restaurant

1 (hereinafter, the renamed Restaurant is the “Rebranded Restaurant”). Although the Rebranded
2 Restaurant is now called “Gordon Ramsay Burger” as opposed to “BURGR Gordon Ramsay” it is,
3 in fact, the exact same burger themed/burger centric restaurant and continues to utilize the
4 Intellectual Property.

5 61. Specifically, by way of example, the following methods, concepts and items that are
6 some of the foundational elements of operating the original restaurant, have remained exactly the
7 same for purposes of operating the Rebranded Restaurant: the casualized dining concept including
8 the open kitchen concept and design, cooking the burgers on hardwood, use of the original firewall
9 design, the uniform concept, the layout of the kitchen, the booth and table placement within the
10 restaurant, the metallic fry cones, the cocktail menu, the shake menu, the ordering system, the
11 recipes, including but not limited to the almost complete duplication of the top selling menu items
12 such as the Hells Kitchen Burger, the Hog Burger, Parmesan Truffel Fries, Beer Battered Onion
13 Rigns, Hellfire Chicken Wings, the Dawg hot dog.

14 62. Any changes made to the Rebranded Restaurant are superficial at best and reflect the
15 continued use of the Intellectual Property.

16 63. Around October 2016 and thereafter, Ramsay or an affiliate had several applications
17 submitted to the USPTO to trademark “Gordon Ramsay Burger.” Ramsay or an affiliate submitted
18 these applications to use the trademark “Gordon Ramsay Burger” at the Rebranded Restaurant, where
19 it is currently being used. Ramsay’s trademark applications violate GRB’s trademark rights and
20 rights under the license agreement with Ramsay.

21 64. PH and Ramsay’s conduct related to the Rebranded Restaurant violates the
22 Development Agreement and the implied covenant of good faith and fair dealing for reasons that
23 include, but are not limited to, the following:

24 a) Section 4.3.2(a) of the Development Agreement obligates PH to wind up its
25 operation of the Restaurant within 120 days of termination of the Development Agreement. The
26 Development Agreement does not contain any provisions by which this 120 day period can be
27 extended. Based upon information and belief, around January 2017, PH, GRUS, and Ramsay
28

1 improperly agreed without the knowledge or consent of Seibel or GRB to extend this 120 day period.
2 Based further upon information and belief, the sole reason for this improper extension was to afford
3 additional time for Ramsay or an affiliate to resolve the trademark issues before the USPTO, so as to
4 allow the Restaurant to begin operating immediately as the Rebranded Restaurant without the
5 Restaurant ever being closed for any period of time.

6 b) In breach of the Development Agreement, PH and Ramsay are using the
7 Intellectual Property for the Rebranded Restaurant.

8 c) Upon information and belief, Ramsay and PH intend to open additional burger
9 themed or burger centric restaurants utilizing the Intellectual Property in breach of the Development
10 Agreement;

11 d) Section 14.21 of the Development Agreement obligates PH to enter a similar,
12 separate written agreement with GRB concerning the Rebranded Restaurant. PH and Ramsay have
13 breached § 14.21 of the Development Agreement by failing to enter a similar, separate written
14 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

15 65. As a direct and proximate result of all of the conduct and events alleged in this
16 Complaint, Plaintiff has suffered over \$15,000.00 in actual damages, and such losses shall continue to
17 accrue pending judgment of this matter. But for the above-referenced events, Plaintiff would not have
18 suffered these injuries, losses, and damages.

19 66. Plaintiff also is seeking an award of its fees and costs under the fee-award provisions
20 in the Development Agreement. Section 14.13 states, “The prevailing party in any dispute that arises
21 out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to
22 receive an award of its expenses incurred in pursuit or defense of said claim, including, without
23 limitation, attorneys’ fees and costs, incurred in such action.”

24 67. GRB also requests an accounting under Section 8.4 of the Development Agreement
25 and the laws of equity. Without an accounting, GRB may not have adequate remedies at law because
26 the exact amount of monies owed to it could be unknown. The accounts between the parties are of
27 such a complicated nature that an accounting is necessary and warranted. Furthermore, GRB has
28

1 entrusted and relied upon PH to maintain accurate and complete records and to compute the amount
2 of monies due under the Development Agreement.

3 68. Delaware law further provides that “[i]f a derivative action is successful, in whole or
4 in part, as a result of a judgment, compromise or settlement of any such action, the court may award
5 the plaintiff reasonable expenses, including reasonable attorney’s fees, from any recovery in any such
6 action or from a limited liability company.” 6 DEL.C. § 18-1004. Seibel requests an award of his
7 fees and costs pursuant to this statute.

8
9 **FIRST CAUSE OF ACTION**
10 **Breaches of Contract**
11 **(Against All Defendants)**

12 69. The Development Agreement is a valid and enforceable contract between GRB, PH,
13 and Ramsay.

14 70. PH breached the Development Agreement by engaging in conduct that includes, but is
15 not limited to, the following:

16 a) Operating the Restaurant and the Rebranded Restaurant with Ramsay
17 following the alleged termination of the Development Agreement;

18 b) Continuing to operate the Restaurant following the alleged termination of the
19 Development Agreement;

20 c) Continuing to use the Intellectual Property following the alleged termination of
21 the Development Agreement without paying the License Fee to GRB;

22 d) Failing and refusing to pay the License Fee and other monies to GRB for the
23 period of time it has operated the Restaurant and used the Intellectual Property;

24 e) Paying all or a portion of the License Fee to Ramsay or his affiliated entity;

25 f) Allegedly extending the 120 day post-termination period to wind up the
26 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
27 Agreement; *and*

28 g) Opening and operating the Rebranded Restaurant, which is unquestionably a
“burger centric or burger themed” restaurant within the meaning of Section 14.21 of the Development

1 Agreement, with Ramsay or an affiliate, using the Intellectual Property for the Rebranded Restaurant,
2 and failing to enter a separate written agreement with GRB or an affiliate concerning the Rebranded
3 Restaurant and failing to pay the license fee for use of the Intellectual Property which is being utilized
4 to operate the Rebranded Restaurant.

5 71. Ramsay breached the Development Agreement by engaging in conduct that includes,
6 but is not limited to, the following:

7 a) Receiving, directly or indirectly, monies intended for and owed to GRB under
8 the Development Agreement;

9 b) Attempting to continue to do business with PH and operate the Restaurant with
10 PH in direct violation of the Development Agreement;

11 c) Continuing to use the Intellectual Property following the alleged termination of
12 the Development Agreement;

13 d) Continuing to use the Intellectual Property following the alleged termination of
14 the Development Agreement;

15 e) Allegedly extending the 120 day post-termination period to wind up the
16 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
17 Agreement; *and*

18 f) Opening and operating the Rebranded Restaurant with PH or an affiliate, using
19 the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
20 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

21
22 72. As a direct and proximate result of the above-referenced events, GRB has suffered
23 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
24 would not have suffered these injuries, losses, and damages.

25 73. GRB also is seeking an award of its fees and costs under the fee-award provision in
26 the Development Agreement.
27
28

SECOND CAUSE OF ACTION
Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing
(Against All Defendants)

74. In Nevada, every contract imposes upon the parties an implied covenant of good faith and fair dealing. A party breaches the implied covenant by (1) performing a contract in a manner unfaithful to its purpose and that frustrates or denies the justified expectations of the other party; (2) interfering with or failing to cooperate with an opposing party with the performance of a contract; (3) acting arbitrarily, capriciously, or in bad faith; (4) failing to exercise and perform discretionary powers under a contract in good faith; (5) unduly delaying performance or payment under a contract; or (6) literally complying with the terms of a contract and therefore not technically breaching the contract but nevertheless violating the intent and spirit of the contract.

75. The Development Agreement constitutes a binding and enforceable contract that imposes an implied covenant of good faith and fair dealing upon PH and Ramsay.

76. In the event the Court were to conclude PH literally complied with any of the terms of the Development Agreement, PH breached the implied covenant by engaging in arbitrary, capricious, and bad faith conduct that includes, but is not limited to, the following:

a) Pursuing an arbitrary, capricious, and bad faith scheme with Ramsay to oust Seibel and GRB from the Restaurant to increase PH's profits;

b) Attempting to interfere with Seibel's relationship with the Restaurant by diverting funds away from GRB to Ramsay or an affiliate;

c) Conspiring with Ramsay to reject Seibel's attempted transfer of his interest in the Development Agreement;

d) Purporting to terminate the Development Agreement on the wholly illusory unsuitability grounds;

e) Continuing to do business with Ramsay in conjunction with the Development Agreement following the alleged termination of the Development Agreement;

f) Continuing to operate the Restaurant following the alleged termination of the Development Agreement;

1 g) Continuing to use the Intellectual Property following the alleged termination of
2 the Development Agreement;

3 h) Failing and refusing to pay the License Fee and other monies to GRB for the
4 period of time it has operated the Restaurant and used the Intellectual Property;

5 i) Paying all or a portion of the License Fee to Ramsay or an affiliated entity;

6 j) Failing and refusing to provide GRB with a reasonable and good faith
7 opportunity to cure its purported association or affiliation with any unsuitable persons, as
8 contemplated in Section 11.2 of the Development Agreement;

9 k) Purporting to terminate the Development Agreement on suitability grounds
10 through PHW Las Vegas and PHWM, which has no power or right to terminate the agreement on
11 suitability grounds;

12 l) Selectively, arbitrarily, and capriciously choosing to do business or enter
13 financial transactions, directly or indirectly, with persons who have criminal records (including but
14 not limited to the rapper Clifford Joseph Harris Jr., better known as “T.I.”) or are dishonest, immoral,
15 infamous, of ill-repute, or potentially or actually unsuitable;

16 m) Allegedly extending the 120 day post-termination period under the
17 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
18 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
19 Development Agreement;

20 n) Opening and operating the Rebranded Restaurant with Ramsay or an affiliate,
21 using the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
22 agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

23 o) Claiming Nevada gaming law and authorities would prohibit PH from paying
24 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
25 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
26 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
27 or threatened to institute any action against PH or an affiliate; (iv) Caesars’ current certificate of
28

1 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
2 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
3 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

4 77. In the event the Court were to conclude Ramsay literally complied with any of the
5 terms of the Development Agreement, Ramsay breached the implied covenant by engaging in
6 conduct that includes, but is not limited to, the following:

7 a) Pursuing an arbitrary, capricious, and bad faith scheme with PH to oust Seibel
8 and GRB from the Restaurant to increase the profits of himself or an affiliate;

9 b) Receiving, directly or indirectly, monies intended for and owed to GRB under
10 the Development Agreement;

11 c) Attempting to continue to do business with PH and operate the Restaurant with
12 PH in direct violation of the Development Agreement;

13 d) Continuing to use the Intellectual Property following the alleged termination of
14 the Development Agreement;

15 e) Enticing and encouraging PH to breach its contractual obligations to GRB;

16 f) Refusing to allow assignments related to GRB to damage and harm GRB's
17 contractual rights;

18 g) Wrongfully representing to PH that Seibel is an unsuitable person and that his
19 affiliation with GRB cannot be cured;

20 h) Allegedly extending the 120 day post-termination period under the
21 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
22 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
23 Development Agreement;

24 i) Opening and Operating the Rebranded Restaurant with PH or an affiliate, using
25 the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
26 agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*
27

28 j) Claiming Nevada gaming law and authorities would prohibit PH from paying

1 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
2 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
3 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
4 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
5 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
6 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
7 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

8
9 78. As a direct and proximate result of the above-referenced events, GRB has suffered
10 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
11 would not have suffered these injuries, losses, and damages.

12 79. GRB also is seeking an award of its fees and costs under the fee-award provision in
13 the Development Agreement.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

14
15 80. All preceding paragraphs are incorporated herein.

16 81. By licensing the Intellectual Property and the General GR Materials to PH and on
17 account of PH's failure to pay License Fees, GRB conferred benefits upon PH, and it accepted,
18 appreciated, and retained the benefits. Specifically, PH has unlawfully retained and used the
19 Intellectual Property for the Restaurant and the Rebranded Restaurant.

20
21 82. PH has failed to cease using the Intellectual Property and to pay to GRB the License
22 Fees and other monies owed to GRB for the period of time it has operated the Restaurant and used the
23 Intellectual Property.

24 83. In the event the Court were to conclude the Development Agreement is no longer valid
25 or enforceable, it would be unjust, unfair, and inequitable for PH and Ramsay to be permitted to
26 retain or use the Intellectual Property and monies owed to GRB for the period of time they have
27 operated the Restaurant and used the Intellectual Property. It would be further unjust, unfair, and
28 inequitable for PH and Ramsay to be permitted to use the Intellectual Property for the Rebranded

1 Restaurant without compensating GRB.

2 84. Ramsay, directly or indirectly, has wrongfully accepted and retained monies intended
3 for and owed to GRB under the Development Agreement. It would be unjust, unfair, and inequitable
4 for Ramsay or an affiliate to retain these monies.

5 85. As a direct and proximate result of the above-referenced events, GRB has suffered
6 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
7 would not have suffered these injuries, losses, and damages.

8
9 **FOURTH CAUSE OF ACTION**
10 **Civil Conspiracy**
11 **(Against All Defendants)**

12 86. Ramsay and PH acted in concert and had an explicit or tacit agreement between
13 themselves to breach the Development Agreement and oust GRB and Seibel from the Restaurant.

14 87. Ramsay and PH's conduct was designed and intended to disrupt GRB and Seibel's
15 contractual relationship with PH, inflict financial harm upon GRB and Seibel, and increase Ramsay
16 and PH's profits from the Restaurant. These objectives of the conspiracy were unlawful because they
17 violated GRB and Seibel's rights, entitlements, and justified expectations under the Development
18 Agreement.

19 88. To accomplish the objectives of the conspiracy, Ramsay, directly or indirectly, refused
20 to allow Seibel to transfer his interest in GRB to The Seibel Family 2016 Trust, resign as a manager
21 of GRB, and appoint Craig Green as a manager of GRB. While simultaneously blocking Seibel's
22 efforts to transfer his interest in GRB, resign as a manager, and appoint a replacement manager,
23 Ramsay and GRUS demanded that Seibel disassociate from GRB. This demand was a charade in
24 light of the fact Ramsay and GRUS blocked Seibel's very efforts to disassociate from GRB.

25 89. Furthermore, in a letter sent on or around September 15, 2016, Ramsay and GRUS
26 falsely told PHW Las Vegas that Seibel is an unsuitable person and his affiliation with GRB and the
27 Restaurant could not be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's
28 interest in GRB to The Seibel Family 2016 Trust would "not definitively terminate any direct or
indirect involvement or influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the

1 assignment “provide[d] no method by which [PHW Las Vegas] or a gaming regulatory agency could
2 be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney,
3 to be involved with, or profit from, a continuing business relationship with [PHW Las Vegas] under
4 the [GRB] Agreement.” These assertions were false because Seibel neither would have had any
5 direct or indirect involvement or influence over The Seibel Family 2016 Trust nor would have retain
6 any ability, directly or indirectly, to be involved with or profit from a continuing business
7 relationship. These false statements were made in furtherance of Ramsay and PH’s conspiracy.

8 90. To accomplish the objectives of the conspiracy, PH refused and failed to investigate,
9 research, and consider in good faith whether Seibel would have an interest in or control over The
10 Seibel Family 2016 Trust and whether Seibel’s association with GRB and the Restaurant could be
11 cured. It further refused and failed to communicate with Seibel’s counsel concerning these matters.
12 This conduct was pursued in furtherance of Ramsay and PH’s conspiracy.

13 91. The objectives of the conspiracy were accomplished when, on or around September
14 21, 2016, the Development Agreement was terminated on the alleged grounds Seibel is an unsuitable
15 person and GRB purportedly failed to disassociate with Seibel.

16 92. As a direct and proximate result of the above-referenced events, GRB has suffered
17 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
18 would not have suffered these injuries, losses, and damages.

19 **IV. ADDITIONAL REQUESTS FOR RELIEF**

20 **A. Request for Specific Performance Against PH.**

21 93. Under Nevada law, “Specific performance is available when [**i**] the terms of the
22 contract are definite and certain, [**ii**] the remedy at law is inadequate, [**iii**] the plaintiff has tendered
23 performance, and [**iv**] the court is willing to order it.”

24 94. In plain, clear, unambiguous, definitive, and certain language, the Development
25 Agreement requires PH to pay the License Fee to GRB while the Restaurant continues to operate
26 after the termination of the Development Agreement. (See Development Agreement at ¶ 4.3.2(a).)

27 95. The Development Agreement does not contain any provisions allowing PH to
28

1 withhold the License Fee due to any alleged suitability reasons.

2 96. Though it continues to operate the Restaurant following the alleged termination of the
3 Development Agreement, PH refuses to pay the License Fee to GRB.

4 97. Plaintiff does not have an adequate legal remedy to force PH to pay it the License Fee.

5 98. Plaintiff has performed its obligations under the Development Agreement.

6 99. Plaintiff requests an order compelling PH to perform its obligation under the
7 Development Agreement to pay the License Fee to GRB, as well as awarding any additional relief
8 authorized by the law or found fair, equitable, just, or proper by the Court, including but not limited
9 to attorney's fees, costs, and interest.

10 **B. Request for Declaratory Relief Against PH Under NEV. REV. STAT. § 30 re: the**
11 **Validity of the Alleged Termination of the Development Agreement.**

12 100. A justiciable controversy ripe for adjudication exists between the parties as to whether
13 the Development Agreement was properly terminated. Plaintiff seeks an order declaring that the
14 Development Agreement was not properly terminated and therefore remains in full force and effect.

15 101. GRB originally entered the Development Agreement with PHW Las Vegas.

16 102. The Development Agreement identified PHW Manager LLC ("PHWM") as the
17 manager of PHW Las Vegas.

18 103. PHW Las Vegas later assigned the Development Agreement to PH in 2013.

19 104. The Termination Letter was sent in September 2016. It used the term "Caesars" to
20 refer collectively to PHW Las Vegas and PHWM. In the Termination Letter, Caesars purportedly
21 terminated the Development Agreement under Section 4.2.5.

22 105. The purported termination of the Development Agreement by "Caesars" was invalid
23 and ineffective because in 2013, PHW Las Vegas assigned the Development Agreement to PH.
24 Following that assignment, PHW Las Vegas and PHWM had no interest in or rights regarding the
25 Development Agreement and therefore had no right to terminate the agreement.

26 106. The purported termination was invalid and ineffective for the additional reason that it
27 was issued in violation of PH's implied covenant of good faith and fair dealing. PH had been
28

1 attempting to wrongfully terminate Seibel's association with the Restaurant and enrich itself by
2 retaining Seibel's share of the monies due and owed to GRB as a result of the continued operation of
3 the Restaurant.

4 107. PH's purported termination was exercised in bad faith and was in furtherance of an
5 ongoing scheme to keep Seibel's share of the revenues from the Restaurant and had nothing to do any
6 good faith determination by PH that Seibel is an Unsuitable Person as that term is defined in the
7 Development Agreement

8 108. The purported termination was invalid and ineffective because upon issuance of the
9 purported termination notice PH continued to operate the Restaurant as if the Development
10 Agreement remain in effect and failed to comply with the required conduct in the event of a valid
11 termination of the Development Agreement.

12 109. For the above-stated reason, Plaintiff seeks an order declaring that the Development
13 Agreement was not properly terminated and therefore remains in full force and effect.

14 110. Plaintiff furthers request any additional relief authorized by the law or found fair,
15 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
16 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

17
18 **C. Declaratory Relief Against All Defendants Under NEV. REV. STAT. § 30 re: the**
19 **Parties' Rights and Obligations Under the Development Agreement.**

20 111. PH and Ramsay's actions have created a justiciable controversy, and this controversy
21 is ripe for adjudication as a declaration by this Court.

22 112. GRB seeks a declaration concerning the following rights, remedies, duties, and
23 obligations:

24 a) That PH must cease doing business with Ramsay following the termination of
25 the Development Agreement;

26 b) That PH must cease operating the Restaurant following the termination of the
27 agreement;

28 c) That PH must cease using the Intellectual Property following the termination of

1 the agreement;

2 d) That PH must pay the License Fee and other monies to GRB for the period of
3 time it has operated the Restaurant and used the Intellectual Property;

4 e) That PH must provide GRB with a reasonable and good faith opportunity to
5 cure its purported association or affiliation with any unsuitable persons; *and*

6 f) That the Development Agreement precludes PH and Ramsay from opening and
7 operating the Rebranded Restaurant.

8 113. Plaintiff further request any additional relief authorized by the law or found fair,
9 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
10 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

11 **D. Request for an Accounting from PH.**

12 114. The Development Agreement allows GRB to request and conduct an audit concerning
13 the monies owed under the agreement.

14 115. The laws of equity also allow for GRB to request an accounting of PH. Without an
15 accounting, GRB may not have adequate remedies at law because the exact amount of monies owed
16 to it could be unknown.

17 116. The accounts between the parties are of such a complicated nature that an accounting
18 is necessary and warranted.

19 117. GRB has entrusted and relied upon PH to maintain accurate and complete records and
20 to compute the amount of monies due under the Development Agreement.

21 118. GRB requests an accounting of the monies owed to it under the GRB agreement, as
22 well as all further relief found just, fair, and equitable.

23 **E. Request for an Injunction / Restraining Order Against All Defendants.**

24 119. Section 14.10.2 of the Development Agreement states, "Notwithstanding any other
25 provision of this Agreement, the parties acknowledge and agree that monetary damages would be
26 inadequate in the case of any breach by [PH] of Article 6 Accordingly, each party shall be
27 entitled, without limiting its other remedies and without the necessity of proving actual damages or
28

1 posting any bond, to equitable relief, including the remedy of specific performance or injunction, with
2 respect to any breach or threatened breach of such covenants and each party (on behalf of itself and
3 its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any
4 proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall
5 allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate
6 remedy at law.”

7 120. PH has improperly purported to terminate the Development Agreement.

8 121. PH and Ramsay have breached Article 6 of the Development Agreement through
9 conduct that includes, but is not limited to, (1) continuing to use the Intellectual Property following
10 the termination of the License and the alleged termination of the Development Agreement; and (2)
11 failing to pay the License Fee and other monies to GRB for the period of time PH has operated the
12 Restaurant and used the Intellectual Property.

13 122. GRB seeks a permanent injunction or restraining order (i) prohibiting PH from
14 terminating the Development Agreement; or, in the alternative, prohibiting PH and Ramsay from (ii)
15 (a) using the Intellectual Property for the Restaurant or the Rebranded Restaurant; and (b) continuing
16 to operate the Restaurant or open and operate the Rebranded Restaurant.

17 123. GRB will succeed on the merits of its claims, the balance of equities tip in favor of
18 GRB, and public interests favor injunctive relief. Furthermore, GRB would suffer substantial and
19 irreparable harm if PH were permitted to terminate the Development Agreement or if Defendants
20 were permitted to (i) continue using the Intellectual Property; (ii) continue operating the Restaurant; or
21 (iii) open and operate the Rebranded Restaurant.

22 **V. PRAYER FOR RELIEF.**

23 WHEREFORE, Plaintiff prays for judgment as follows:

- 24 A. Monetary damages in excess of \$15,000.00;
25 B. Equitable relief;
26 C. Specific Performance;
27
28

- 1 D. Injunctive relief;
2 E. Declaratory relief;
3 F. Reasonable attorney's fees, costs, and interest associated with the prosecution of
4 this lawsuit; *and*
5 G. Any additional relief this Court may deem just and proper.

6 DATED June 28, 2017.

7 CARBAJAL & MCNUTT, LLP

8 /s/ Dan McNutt

9 DANIEL R. MCNUTT (SBN 7815)
10 MATTHEW C. WOLF (SBN 10801)
11 625 South Eighth Street
12 Las Vegas, Nevada 89101
13 *Attorneys for Plaintiff*
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

James Pisanelli, Esq. (SBN 4027)
Debra Spinelli, Esq. (SBN 9695)
Brittanie Watkins, Esq. (SBN 13612)
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101
jjp@pisanellibice.com
dls@pisanellibice.com
btw@pisanellibice.com
Attorneys for Defendant
PHWLŲ, LLC

/s/ Lisa A. Heller
Employee of Carbajal & McNutt, LLP

Exhibit 1

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

1. I am an adult and competent to testify to all matters herein and am familiar with all issues
pertaining herewith.

3. The facts alleged in the Amended Complaint are true and correct to the best of my knowledge, except to matters alleged therein upon information and belief, and as to those matters, I believe them to be true and correct to the best of my knowledge, information, and belief.

4. I am a citizen of New York.

6. At all relevant times, GRB's equal members have been myself and GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay.

7. At all relevant times, GRB has had two equal managers: myself and Stuart Gillies, who was appointed by GRUS.

8. Paragraph 8.1 of GRB's operating agreement states in relevant part, "The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all Managers."

9. Demanding that Mr. Gillies authorize GRB to file the Amended Complaint would be futile

1 for the following reasons:

2 a. In 2016, GRUS filed a pending lawsuit in Delaware to dissolve GRB on the
3 purported grounds that a deadlock exists between me and Mr. Gillies concerning the future of GRB;

4 b. Mr. Gillies refused to attend a meeting of GRB's managers in 2016;

5 c. In 2016, GRUS and Mr. Gillies blocked my attempt to assign my membership
6 interest in GRB to The Seibel Family 2016 Trust and to appoint Craig Green as a manager of GRB; and

7 d. The Amended Complaint seeks, in part, to recover monies owed to GRB that
8 PHWLTV, LLC ("Planet Hollywood") or an affiliate wrongfully paid to Mr. Ramsay or an affiliate. It is
9 believed Mr. Gillies knew or should have known of those wrongful payments and explicitly or tacitly
10 approved them. Furthermore, as a close and long-term friend and business partner of Mr. Ramsay who has
11 received significant financial rewards from Mr. Ramsay's business ventures, Mr. Gillies would have a
12 conflict of interest if he were asked to authorize GRB to file the Amended Complaint to recover the
13 aforementioned monies. Mr. Gillies likely would put his friendship with and loyalty to Mr. Ramsay and
14 his personal interest in continuing to earn significant financial rewards from business ventures with Mr.
15 Ramsay above the interests of GRB.
16

17 **1. *The Dissolution Proceeding.***

18 10. On or around October 13, 2016, GRUS filed a lawsuit in the Court of Chancery for
19 Delaware as case no. 12825 seeking a judicial dissolution of GRB. In Paragraph 2, the complaint alleges
20 "[t]he Company's two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on
21 the future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock"

22 11. Based upon the alleged deadlock (and without admitting a deadlock exists), it would be
23 futile to demand that Mr. Gillies authorize GRB to file the Amended Complaint.

24 **2. *Mr. Gillies Refused to Attend a Managers Meeting in 2016.***

25 12. Asking Mr. Gillies to authorize GRB to file the Amended Complaint also would be futile
26 based upon the fact Mr. Gillies refused in 2016 to attend a meeting of the managers of GRB.
27
28

1 13. In 2016, through counsel, I attempted to schedule one or more meetings of the managers of
2 GRB. One such meeting was scheduled in New York, New York, for July 12, 2016. Through counsel, Mr.
3 Gillies refused to attend. Mr. Gillies took the position in writing that he is not obligated under GRB's
4 operating agreement to attend any meetings.

5 14. Given the refusal of Mr. Gillies to attend any meetings, it would be futile to attempt to
6 schedule a meeting for the purpose of asking Mr. Gillies to authorize GRB to file the Amended Complaint.

7 **3. *GRUS and Mr. Gillies Blocked My Attempt to Assign My***
8 ***Membership Interest in GRB to The Seibel Family 2016 Trust***
9 ***and to Appoint Craig Green as a Manager of GRB.***

10 15. Paragraph 10.1(a) of GRB's operating agreement obligates me to obtain the approval of Mr.
11 Gillies to assign my membership interest in GRB. Paragraph 10.1(c), however, allows me to assign the
12 economic rights to my membership interest in GRB to certain relatives or a trust for their benefit without
13 the approval of GRUS or Mr. Gillies.

14 16. Paragraph 8.2 of GRB's operating agreement also allows me with the approval of GRUS to
15 replace myself as a manager. It further states GRUS's approval of the proposed replacement manager shall
16 not be unreasonably withheld, delayed or conditioned.

17 17. On or around April 11, 2016, I notified GRUS and Mr. Gillies in writing of my intent to (i)
18 transfer my membership interest in GRB to The Seibel Family 2016 Trust, (ii) resign as a manager of GRB,
19 and (iii) appoint Craig Green as a replacement manager. I enclosed a Membership Interest Assignment
20 Agreement and a Removal and Appointment of Manager of GRB and asked GRUS to execute and return
21 the documents to effectuate the assignment and the appointment of a replacement manager.

22 18. GRUS flatly and unreasonably refused to execute the above-referenced documents and to
23 approve the assignment and the appointment of a replacement manager. This is true even though GRB's
24 operating agreement expressly precluded GRUS from unreasonably withholding, delaying, or conditioning
25 its consent to the appointment of a replacement manager.

1 4. *It is Believed Planet Hollywood Paid Mr. Ramsay or an Affiliate*
2 *Monies Owed to GRB.*

3 19. Around December 2012, Mr. Ramsay, GRB, and PHW Las Vegas, LLC entered a
4 Development, Operation and License Agreement (the “Development Agreement”) concerning the design,
5 development, construction, and operation of a restaurant inside the Planet Hollywood hotel in Las Vegas,
6 Nevada, known as “BURGR Gordon Ramsay” (hereinafter, the “Restaurant”).

7 20. PHW Las Vegas, LLC later assigned the Development Agreement to Planet Hollywood.

8 21. The Development Agreement obligated Planet Hollywood to pay a license fee (the “License
9 Fee”) to GRB. It did not give Mr. Ramsay or an affiliate any right to receive any portion of the License
10 Fee.

11 22. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood
12 had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to
13 Mr. Ramsay or an affiliate.

14 23. The following chart identifies the payments GRB received under the Development
15 Agreement:

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59

1/18/2013

\$10,367.27

24. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood entered the aforementioned agreement, the amounts of the payments to GRB drastically decreased. It is believed those decreases were due to payments of the License Fee by Planet Hollywood to Mr. Ramsay or an affiliate.

25. In the Amended Complaint, GRB seeks, in part, to recover those monies.

5. *Because of His Close Personal and Professional Relationship with Mr. Ramsay and the Financial Rewards He Has Earned from His Business Ventures with Mr. Ramsay, Mr. Gillies Would Have a Conflict of Interest if He Were Asked to Authorize GRB to File the Amended Complaint.*

26. Based upon my personal knowledge, as well as information and belief and publically available sources, Mr. Gillies has a close and long-standing personal and professional relationship with Mr. Ramsay. This relationship is reflected by the following publically available sources:

a. In April 2014, it was reported Mr. Gillies first met Mr. Ramsay when they were young chefs in London and that Mr. Gillies joined Mr. Ramsay in 2002 to open Angela Hartnett's restaurant at the Connaught.¹ It also was reported that ten years after joining the entity that currently is the Gordon Ramsay Group ("GRG"), Mr. Gillies became its managing director.²

b. An October 2010 interview of Mr. Gillies referred to him as Mr. Ramsay's "right hand man."³ Mr. Gillies said during the interview, "As a boss [Mr. Ramsay is] more generous than you'd ever believe – trying to keep people happy and share the wealth of the company's success."⁴

c. In May 2015, it was reported Mr. Ramsay paid Mr. Gillies shares worth over two million pounds.⁵

¹ See <https://www.thecaterer.com/articles/352087/profile-stuart-gillies-managing-director-gordon-ramsay-group> (last accessed on Nov. 16, 2016).

² *Id.*
³ See <http://www.hot-dinners.com/Gastroblog/Interviews/gordons-right-hand-man-hot-dinners-talks-to-stuart-gillies-about-the-savoy-grill-and-bread-street-kitchen> (last accessed on Nov. 16, 2016).

⁴ *Id.*
⁵ See <http://www.telegraph.co.uk/finance/newsbysector/retailandconsumer/11610051/Gordon-Ramsay-pays-restaurant-boss-2.7m-bonus.html> (last accessed on Nov. 16, 2016); see also

1 d. In March 2016, it was reported Mr. Gillies had been promoted to CEO of GRG.⁶
2 Commenting on the promotion, Mr. Ramsay said Mr. Gillies had been “a driving force in [GRG’s]
3 international growth”⁷

4 e. In May 2016, Mr. Gillies said GRG was planning to open new restaurants in
5 England outside of London.⁸

6 27. Due to Mr. Gillies’ close and long-standing personal and professional relationship with Mr.
7 Ramsay, he would have a conflict of interest if he were asked to authorize GRB to file the Amended
8 Complaint seeking, in part, to recover monies that were improperly paid to Mr. Ramsay or an affiliate. Mr.
9 Gillies likely would put his friendship and loyalty with Mr. Ramsay, as well as his personal interest in
10 continuing to earn significant monies through business ventures with Mr. Ramsay, above his duties and
11 loyalty to GRB.

12 28. Moreover, based upon information and belief, Mr. Gillies is aware of and explicitly or
13 tacitly approved Planet Hollywood’s improper payments to Mr. Ramsay or an affiliate:

14 a. As a manager of GRB, Mr. Gillies knew or should have known that the payments
15 Planet Hollywood made to GRB during or around April and July 2016 were roughly half the amount of the
16 payments it made in 2014, 2015, and early 2016. As a manager of GRB, he should have inquired into why
17 the amount of those payments drastically decreased and taken appropriate action, but he failed to do so,
18 presumably to protect Mr. Ramsay; *and*

19 b. As the CEO of GRG and a close and long-time confidant of Mr. Ramsay, Mr. Gillies

20
21
22
23 <http://www.londonlovesbusiness.com/business-news/gordon-ramsay-just-handed-out-a-27m-bonus-to-the-boss-of-his-restaurants/10311.article> (last accessed on Nov. 16, 2016).

24 ⁶ See, e.g., <https://www.thecaterer.com/articles/366132/flurry-of-senior-appointments-at-gordon-ramsay-group-as-stuart-gillies-promoted> (last accessed on Nov. 16, 2016); *see also*
25 <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last
26 accessed on Nov. 16, 2016).

27 ⁷ See <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last accessed on Nov. 16, 2016).

28 ⁸ See <https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london> (last accessed on Nov. 16, 2016).

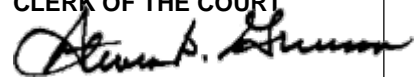
likely knows that Mr. Ramsay or an affiliate received monies from Planet Hollywood owed to GRB.

On the 28 day of June, 2017, it is declared under penalty of perjury under the law of the State of Nevada and the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



ROWEN SEIBEL

TAB 7



ANS
ALLEN J. WILT
State Bar No. 4798
JOHN D. TENNERT
State Bar No. 11728
FENNEMORE CRAIG, P.C.
300 East Second Street - Suite 1510
Reno, Nevada 89501
Telephone: (775) 788-2200
Facsimile: (775) 786-1177
Email: awilt@fclaw.com
jtennert@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;

CASE NO: A-17-751759-B

DEPT. NO.: XV

Plaintiff,

vs.

DEFENDANT GORDON RAMSAY'S
ANSWER AND AFFIRMATIVE
DEFENSES TO FIRST AMENDED
VERIFIED COMPLAINT

PHWLV, LLV a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendant,

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant.

/

Defendant Gordon Ramsay ("Ramsay"), by and through his undersigned counsel, without
admission of the legal sufficiency thereof and responding only to the factual allegations therein,
states as follows for his Answer and Affirmative Defenses to the First Amended Verified
Complaint (the "Complaint") filed by Rowen Seibel ("Seibel") derivatively on behalf of GR
BURGR, LLC ("GRB"):

//

I. PARTIES AND JURISDICTION

1. Ramsay is without sufficient information to admit or deny the allegations in paragraph 1, and basing his denial on this ground, denies those allegations.

2. Ramsay admits the allegations in paragraph 2.

3. The allegations in paragraph 3 state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay admits that venue is proper in Clark County, Nevada but denies the remainder of the allegations contained in paragraph 3.

4. The allegations contained in paragraph 4 are directed at unnamed entities or persons and, therefore, no response is required. To an extent a response is required, Ramsay is without sufficient information to admit or deny the allegations in paragraph 4 and therefore denies the same. To the extent that the allegations are directed at Ramsay, Ramsay denies each and every allegation in paragraph 4.

5. The allegations contained in paragraph 5 state legal conclusions to which no answer is required. To the extent an answer is required, denied.

6. The allegations contained in paragraph 6 state legal conclusions to which no answer is required. To the extent an answer is required, denied.

7. The allegations contained in paragraph 7 state legal conclusions to which no answer is required. To the extent an answer is required, denied.

8. For each and every paragraph, allegation, and claim asserted in the Complaint, Ramsay repeats, re-alleges, and expressly incorporates each and every answer set forth in the preceding paragraphs.

II. DERIVATIVE ALLEGATIONS

9. Ramsay admits that (a) GRB is a Delaware limited liability company, (b) Seibel and GRUS each owns a 50% membership interest in GRB, (c) GRUS is a Delaware limited partnership (d) Kavalake is the general partner of GRUS, (e) Ramsay is a director of Kavalake, (f) Seibel and Stuart Gillies are, or were, managers of GRB, and (g) Seibel appointed himself as manager of GRB, and GRUS appointed Stuart Gillies as manager. Ramsay is without sufficient information to admit or deny the allegations in paragraph 9 regarding Seibel's citizenship, and basing his denial

1 on this ground, denies that allegation.

2 10. Ramsay denies each and every allegation in paragraph 10, except Ramsay admits
3 that Seibel has been a member and manager of GRB at all relevant times and that Seibel claims to
4 pursue this lawsuit derivatively on behalf of GRB.

5 11. Ramsay admits the allegations in paragraph 11, but avers that operating agreement
6 was terminated on September 27, 2016.

7 12. Ramsay states that the Delaware Code section cited in paragraph 12 speaks for
8 itself and denies each and every allegation in paragraph 12 to the extent the allegations are
9 inconsistent with the Delaware Code.

10 13. Ramsay states that the Delaware Code section cited in paragraph 13 speaks for
11 itself and denies each and every allegation in paragraph 13 to the extent the allegations are
12 inconsistent with the Delaware Code.

13 14. Ramsay states that GRB's operating agreement speaks for itself and denies each
14 and every allegation in paragraph 14 to the extent inconsistent with GRB's operating agreement.

15 15. Ramsay states that Nev. R. Civ. P. 23.1 speaks for itself and denies each and every
16 allegation in paragraph 15 to the extent the allegations are inconsistent with Nev. R. Civ. P. 23.1.
17 Ramsay generally denies the contents of Seibel's declaration attached to the Complaint as Exhibit
18 1 to the extent that the allegations in paragraph 15 can be read to incorporate Seibel's declaration
19 into the Complaint.

20 16. Ramsay denies each and every allegation in paragraph 16, except Ramsay admits
21 that GRUS filed a petition for an order dissolving GRB in Delaware.

22 17. Ramsay denies each and every allegation in paragraph 17, except Ramsay admits
23 that GRB owns the trademark "BURGR."

24 18. Ramsay denies each and every allegation in paragraph 18, except Ramsay states
25 that the GRB Operating Agreement speaks for itself.

26 19. Ramsay admits that in December 2012, Ramsay, GRB, and PHW Las Vegas, LLC
27 d/b/a Planet Hollywood by its manager PHW Manager, LLC entered into the Development
28 Agreement. Ramsay states that the Development Agreement speaks for itself and denies each and

every allegation in paragraph 19 to the extent inconsistent with the Development Agreement.

20. Ramsay is without sufficient information to admit or deny the allegations in paragraph 20 and therefore denies the same.

21. Ramsay denies that the term "Intellectual Property" as defined in paragraph 21 accurately identifies the property or rights owned by GRB, or licensed by GRB to PH under the Development Agreement. As to the remaining allegations, Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 21 that is inconsistent with the Development Agreement.

22. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 22 that is inconsistent with the Development Agreement.

23. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 23 that is inconsistent with the Development Agreement.

24. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 24 that is inconsistent with the Development Agreement.

25. Ramsay denies each and every allegation in paragraph 25.

26. Ramsay admits that GRB was paid the License Fee pursuant to the Development Agreement beginning in 2013 and continuing through a portion of 2016, and that the annualized total average License Fee paid during that period was approximately one million dollars per year. Ramsay denies each and every remaining allegation in paragraph 26.

27. Ramsay denies each and every allegation in paragraph 27.

28. Ramsay denies each and every allegation in paragraph 28, except Ramsay admits that (a) in January 2015, CEOC, and a number of its affiliates, filed for bankruptcy protection under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern Division, and (b) PH was a not a debtor in the CEOC bankruptcy proceedings.

29. Ramsay denies each and every allegation in paragraph 29, except Ramsay admits: (a) that on June 8, 2015, Debtors in that jointly administered bankruptcy case *In re Caesars Entertainment Operating Company, Inc., et al.*, Case No 15-01145, pending in the United States Bankruptcy Court Northern District of Illinois Eastern Division, filed a motion to reject certain

1 executory contracts *nunc pro tunc*, including that certain Development and Operating Agreement,
2 dated as of April 4, 2012, by and between LLTQ Enterprises, LLC (“LLTQ”) and Desert Palace,
3 Inc. [ECF No. 1755]; and (b) that on June 15, 2015, LLTQ filed a preliminary objection to the
4 Debtors’ rejection motion [ECF No. 1774]; and (c) that on January 14, 2016, Debtors filed a
5 motion to reject certain existing restaurant agreements related to Ramsay and enter into new
6 restaurant agreements [ECF No. 3000]. Ramsay states that the publically-filed documents speak
7 for themselves and denies each and every allegation in paragraph 29 that is inconsistent with those
8 documents.

9 30. Ramsay is without sufficient information to admit or deny the allegations in
10 paragraph 30, and basing his denial on this ground, denies those allegations.

11 31. Ramsay denies each and every allegation in paragraph 31.

12 32. Ramsay denies each and every allegation in paragraph 32.

13 33. Ramsay denies each and every allegation in paragraph 33.

14 34. Ramsay denies each and every allegation in paragraph 34, except that Ramsay
15 admits that commencing with the payment for the first quarter of 2016, and continuing through
16 September 21, 2016, GRUS was paid directly 50% of the monies due under the Development
17 Agreement, and GRB was paid the remaining 50% of those monies for the account of Seibel.

18 35. Ramsay denies each and every allegation in paragraph 35, except Ramsay admits
19 that Seibel sent a letter dated April 11, 2016 to GRUS requesting that GRUS consent to, among
20 other things, a transfer of Seibel’s interest in GRB to The Seibel Family 2016 Trust.

21 36. Ramsay denies each and every allegation in paragraph 36, except Ramsay admits
22 that on August 19, 2016, judgment was entered on Seibel’s felony guilty plea in the Southern
23 District of New York. Ramsay states that the judgment speaks for itself and denies each and every
24 allegation in paragraph 36 that is inconsistent with that judgment.

25 37. Ramsay denies each and every allegation in paragraph 37 directed towards Ramsay,
26 except Ramsay admits that Seibel failed or refused to disclose—and as a result Ramsay was not
27 aware of—the tax investigation that resulted in the felony judgment against Seibel in April 2016.
28 Ramsay is without sufficient information to admit or deny the allegations in paragraph 37

1 regarding whether PH was aware of the tax investigation in April 2016, and basing his denial on
2 this ground, denies that allegation.

3 38. Ramsay denies each and every allegation in paragraph 38, except that Ramsay
4 states that the letter dated September 21, 2016 sent to GRB speaks for itself and denies each and
5 every allegation in paragraph 38 that is inconsistent with the letter.

6 39. Ramsay denies each and every allegation in paragraph 39.

7 40. Ramsay denies each and every allegation in paragraph 40.

8 41. Ramsay is without sufficient information to admit or deny the allegations in
9 paragraph 41, and basing his denial on this ground, denies those allegations.

10 42. Ramsay is without sufficient information to admit or deny the allegations in
11 paragraph 42, and basing his denial on this ground, denies those allegations.

12 43. Ramsay is without sufficient information to admit or deny the allegations in
13 paragraph 43, and basing his denial on this ground, denies those allegations.

14 44. Ramsay denies each and every allegation in paragraph 44.

15 45. Ramsay denies each and every allegation in paragraph 45, except that Ramsay
16 admits that GRUS did not consent to Seibel's proposal to transfer his interest in GRB to The
17 Seibel Family 2016 Trust.

18 46. Ramsay is without sufficient information to admit or deny the allegations directed
19 at PH in paragraph 46, and basing his denial on this ground, denies those allegations. Ramsay
20 denies each and every allegation in paragraph 46 to the extent those allegations are directed at
21 Ramsay.

22 47. Ramsay is without sufficient information to admit or deny the allegations directed
23 at PH in paragraph 47, and basing his denial on this ground, denies those allegations. Ramsay
24 denies each and every allegation in paragraph 47 to the extent those allegations are directed at
25 Ramsay.

26 48. Ramsay denies each and every allegation in paragraph 48.

27 49. Ramsay denies each and every allegation in paragraph 49.

28 50. Ramsay denies each and every allegation in paragraph 50, except that Ramsay is

1 without sufficient information to admit or deny the allegations directed at PH regarding the
2 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
3 to this lawsuit, and therefore denies the same.

4 51. Ramsay denies each and every allegation in paragraph 51, except that Ramsay is
5 without sufficient information to admit or deny the allegations directed at PH regarding the
6 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
7 to this lawsuit, and basing his denial on this ground, denies those allegations.

8 52. Ramsay denies each and every allegation in paragraph 52, except that Ramsay is
9 without sufficient information to admit or deny the allegations directed at PH regarding the
10 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
11 to this lawsuit, and basing his denial on this ground, denies those allegations.

12 53. Ramsay denies each and every allegation in paragraph 53.

13 54. Ramsay states that the Development Agreement speaks for itself and denies each
14 and every allegation in paragraph 54 that is inconsistent with the Development Agreement.

15 55. Ramsay states that the Development Agreement speaks for itself and denies each
16 and every allegation in paragraph 55 that is inconsistent with the Development Agreement.

17 56. Ramsay denies each and every allegation in paragraph 56, except that Ramsay
18 admits that the Restaurant remained open for business through March 31, 2017 and that PH has
19 accrued but not paid the License Fee during the wind-up period. Ramsay is without sufficient
20 information to admit or deny the allegation regarding the annual profits generated by the
21 Restaurant during the wind-up period, and basing his denial on this ground, denies that allegation.

22 57. Ramsay denies each and every allegation in paragraph 57, except that Ramsay
23 admits that following termination of the Development Agreement the Restaurant remained open
24 and continued to use the GRB Marks and General GR Materials during the wind-up period, and
25 admits that some portion of the accrued license fees was paid to GRUS in error after this action
26 was filed, which payment was promptly returned by GRUS.

27 58. Ramsay is without sufficient information to admit or deny the allegations in
28 paragraph 58, and basing his denial on this ground, denies those allegations.

59. Ramsay denies each and every allegation in paragraph 59 to the extent those allegations are directed at Ramsay.

60. Ramsay denies each and every allegation in paragraph 60, except that Ramsay admits that PH is operating a new restaurant, called Gordon Ramsay Burger, at the location previously occupied by the restaurant known as “BURGR Gordon Ramsay” and that neither GRB nor Seibel has an interest in the new restaurant.

61. Ramsay admits that the new restaurant Gordon Ramsay Burger uses some of the décor, kitchen and dining room equipment and features a limited number of menu items that were previously offered at BURGR Gordon Ramsay, but denies the remaining allegations in Paragraph 61, and denies that any of the common elements constitute rights protected or protectable by GRB pursuant to the Development Agreement.

62. Ramsay denies each and every allegation in paragraph 62.

63. Ramsay denies each and every allegation in paragraph 63, except that Ramsay admits that Ramsay applied to the USPTO to trademark “GORDON RAMSAY BURGER” and the USPTO refused the applied-for mark because of a likelihood of confusion with the registered mark “BURGR GORDON RAMSAY” owned by GR US Licensing L.P. Ramsay avers that the license agreement referred to in this paragraph was terminated on September 22, 2016.

64. Ramsay denies each and every allegation in paragraph 64, and more specifically:

a. Ramsay denies each and every allegation in paragraph 64(a), except that Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 64(a) that is inconsistent with the Development Agreement.

b. Ramsay denies each and every allegation in paragraph 64(b).

c. Ramsay denies each and every allegation in paragraph 64(c).

d. Ramsay denies each and every allegation in paragraph 64(d).

65. Ramsay denies each and every allegation in paragraph 65, except that Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as “BURGR Gordon Ramsay.”

66. Ramsay admits that Plaintiff is seeking an award of its fees and costs, but denies

1 that Plaintiff is entitled to the requested relief from Ramsay. Ramsay further states that the
2 Development Agreement speaks for itself and denies each and every allegation in paragraph 66
3 that is inconsistent with the Development Agreement.

4 67. Ramsay admits that GRB requests an accounting from PH. Ramsay denies each and
5 every remaining allegation of paragraph 67 to the extent those allegations are directed at Ramsay.

6 68. Ramsay admits that Seibel is requesting an award of his fees and costs, but denies
7 that Seibel is entitled to the requested relief. Ramsay states that the Delaware Code section cited in
8 paragraph 68 speaks for itself and denies each and every allegation in paragraph 68 to the extent
9 the allegations are inconsistent with the Delaware Code.

10 **FIRST CAUSE OF ACTION**
11 **Breaches of Contract**
(Against All Defendants)

12 69. The allegations contained in paragraph 69 state legal conclusions to which no
13 answer is required. To the extent an answer is required, Ramsay admits that the Development
14 Agreement was a valid and enforceable contract among GRB, PH, and Ramsay until it was
15 terminated on September 21, 2016, and denies each and every remaining allegation in paragraph
16 69.

17 70. The allegations in paragraph 70 are not directed at Ramsay, and therefore do not
18 require a response. Ramsay denies each and every allegation in paragraph 70 to the extent those
19 allegations are directed at Ramsay, and more specifically:

- 20 a. Ramsay denies each and every allegation in paragraph 70(a).
21 b. Ramsay denies each and every allegation in paragraph 70(b).
22 c. Ramsay denies each and every allegation in paragraph 70(c).
23 d. Ramsay denies each and every allegation in paragraph 70(d), except that
24 Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that
25 PH operated the restaurant known as "BURGR Gordon Ramsay."
26 e. Ramsay denies each and every allegation in paragraph 70(e).
27 f. Ramsay denies each and every allegation in paragraph 70(f).
28 g. Ramsay denies each and every allegation in paragraph 70(g).

- 1 c. Ramsay denies each and every allegation in paragraph 76(c).
2 d. Ramsay denies each and every allegation in paragraph 76(d).
3 e. Ramsay denies each and every allegation in paragraph 76(e).
4 f. Ramsay denies each and every allegation in paragraph 76(f).
5 g. Ramsay denies each and every allegation in paragraph 76(g).
6 h. Ramsay denies each and every allegation in paragraph 76(h), except that
7 Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that
8 PH operated the restaurant known as “BURGR Gordon Ramsay.”
9 i. Ramsay denies each and every allegation in paragraph 76(i).
10 j. Ramsay denies each and every allegation in paragraph 76(j).
11 k. Ramsay denies each and every allegation in paragraph 76(k).
12 l. Ramsay is without sufficient information to admit or deny the allegations in
13 paragraph 76(l), and basing his denial on this ground, denies those allegations.
14 m. Ramsay denies each and every allegation in paragraph 76(m).
15 n. Ramsay denies each and every allegation in paragraph 76(n).
16 o. The allegations in paragraph 76(o) state legal conclusions to which no
17 answer is required. To the extent an answer is required, Ramsay is without sufficient information
18 to admit or deny the allegations in paragraph 76(o) directed at PH, and basing his denial on this
19 ground, denies those allegations.
20 77. Ramsay denies each and every allegation in paragraph 77, and more specifically:
21 a. Ramsay denies each and every allegation in paragraph 77(a).
22 b. Ramsay denies each and every allegation in paragraph 77(b).
23 c. Ramsay denies each and every allegation in paragraph 77(c).
24 d. Ramsay denies each and every allegation in paragraph 77(d).
25 e. Ramsay denies each and every allegation in paragraph 77(e).
26 f. Ramsay denies each and every allegation in paragraph 77(f).
27 g. Ramsay denies each and every allegation in paragraph 77(g).
28 h. Ramsay denies each and every allegation in paragraph 77(h).

i. Ramsay denies each and every allegation in paragraph 77(i).

j. Ramsay denies each and every allegation in paragraph 77(j).

78. Ramsay denies each and every allegation in paragraph 78, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

79. Ramsay admits that GRB is seeking an award of its fees and costs, but denies that GRB is entitled to the requested relief from Ramsay.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

80. Ramsay adopts and incorporates by reference his responses to the preceding paragraphs as if fully set out herein.

81. The allegations in paragraph 81 are not directed at Ramsay, and therefore do not require a response. In addition, the allegations contained in paragraph 81 state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay admits the Development Agreement conferred certain benefits upon PH, but denies each and every remaining allegation in paragraph 81.

82. The allegations in paragraph 82 are not directed at Ramsay, and therefore do not require a response. To the extent an answer is required, Ramsay denies each and every allegation in paragraph 82, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

83. Ramsay denies each and every allegation in paragraph 83.

84. Ramsay denies each and every allegation in paragraph 84.

85. Ramsay denies each and every allegation in paragraph 85.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

86. Ramsay denies each and every allegation in paragraph 86.

87. Ramsay denies each and every allegation in paragraph 87.

1 88. Ramsay denies each and every allegation in paragraph 88, except Ramsay admits
2 that (a) GRUS did not consent to Seibel's proposal to transfer his interest in GRB to The Seibel
3 Family 2016 Trust, resign as manager of GRB, and appoint Craig Green as manager of GRB, and
4 (b) Ramsay and GRUS demanded that Seibel disassociate from GRB.

5 89. Ramsay denies each and every allegation in paragraph 89, except that Ramsay
6 states the letter dated September 15, 2016 from Dan R. Reaser to Mark A. Clayton speaks for itself
7 and denies each and every allegation in paragraph 89 that is inconsistent with that letter.

8 90. The allegations in paragraph 90 are not directed at Ramsay, and therefore do not
9 require a response. To the extent an answer is required, Ramsay denies each and every allegation
10 in paragraph 90.

11 91. Ramsay denies each and every allegation in paragraph 91, except that Ramsay
12 admits that the Development Agreement was terminated on September 21, 2016 pursuant to
13 Section 4.2.5 on grounds that GRB failed to dissociate with an Unsuitable Person.

14 92. Ramsay denies each and every allegation in paragraph 92.

15 **IV. ADDITIONAL REQUESTS FOR RELIEF**

16 **A. Request for Specific Performance Against PH**

17 93. The allegations contained in paragraph 93 state legal conclusions to which no
18 answer is required. Moreover, the quoted text set forth in paragraph 93 does not contain a citation
19 to the origin of the purported authority. To the extent an answer is required, Ramsay denies each
20 and every allegation in paragraph 93.

21 94. Ramsay states that the Development Agreement speaks for itself and denies each
22 and every allegation in paragraph 94 that is inconsistent with the Development Agreement.

23 95. The allegations contained in paragraph 95 state legal conclusions to which no
24 answer is required. To the extent an answer is required, Ramsay states that the Development
25 Agreement speaks for itself and denies each and every allegation in paragraph 95 that is
26 inconsistent with the Development Agreement.

27 96. Ramsay denies each and every allegation in paragraph 96, except that Ramsay
28 admits that PH owes certain accrued, but unpaid, License Fees for a period of time that PH

1 operated the restaurant known as “BURGR Gordon Ramsay.”

2 97. Ramsay denies each and every allegation in paragraph 97.

3 98. The allegations contained in paragraph 98 state legal conclusions to which no
4 answer is required. To the extent an answer is required, Ramsay avers that GRB performed its
5 obligations under the Development Agreement but that actions and inaction of Seibel provided
6 grounds for PH to terminate the Development Agreement.

7 99. Ramsay admits that Plaintiff requests an order compelling PH to pay the License
8 fee to GRB, and additional relief identified in paragraph 99. Ramsay denies each and every
9 allegation in paragraph 99 to the extent those allegations are directed at Ramsay.

10 **B. Request for Declaratory Relief Against PH Under Nev. Rev. Stat. § 30 re: the Validity**
11 **of the Alleged Termination of the Development Agreement.**

12 100. Ramsay denies each and every allegation in paragraph 100, except that Ramsay
13 admits that Plaintiff seeks an order declaring that the Development Agreement was not properly
14 terminated and that it therefore remains in full force and effect.

15 101. Ramsay admits the allegation in paragraph 101 that GRB entered into the
16 Development Agreement with PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW
17 Manager, LLC, and Ramsay.

18 102. Ramsay admits that the Development Agreement identified PHW Manager, LLC as
19 the manager of PHW Las Vegas, LLC, and states that the Development Agreement speaks for
20 itself and denies each and every allegation in paragraph 102 that is inconsistent with the
21 Development Agreement.

22 103. Ramsay is without sufficient information to admit or deny the allegations in
23 paragraph 103, and basing his denial on this ground, denies those allegations.

24 104. Ramsay states that the letter dated September 21, 2016 from M. Clayton to Ramsay,
25 GRB, B. Ziegler, and M. Thomas speaks for itself and denies each and every allegation in
26 paragraph 104 that is inconsistent with that letter.

27 105. The allegations contained in paragraph 105 state legal conclusions to which no
28 answer is required. To the extent an answer is required, denied.

1 106. The allegations contained in paragraph 106 state legal conclusions to which no
2 answer is required. To the extent an answer is required, denied.

3 107. The allegations in paragraph 107 are not directed at Ramsay, and therefore do not
4 require a response. To the extent an answer is required, Ramsay denies each and every allegation
5 in paragraph 107.

6 108. The allegations contained in paragraph 108 state legal conclusions to which no
7 answer is required. To the extent an answer is required, denied.

8 109. Ramsay admits that Plaintiff seeks the relief identified in paragraph 109, but
9 Ramsay denies that Plaintiff is entitled to the relief sought.

10 110. Ramsay admits that Plaintiff requests additional relief identified in paragraph 110,
11 but Ramsay denies that Plaintiff is entitled to the relief sought.

12 **C. Declaratory Relief Against All Defendants Under Nev. Rev. Stat. § 30 re: the Parties’**
13 **Rights and Obligations Under the Development Agreement.**

14 111. Ramsay denies each and every allegation in paragraph 111.

15 112. Ramsay admits that Plaintiff seeks a declaration concerning the items identified in
16 paragraph 112(a)-(f), but generally denies that Plaintiff is entitled to the relief sought, specifically:

17 a. Ramsay denies each and every allegation in paragraph 112(a).

18 b. Ramsay denies each and every allegation in paragraph 112(b).

19 c. Ramsay denies each and every allegation in paragraph 112(c).

20 d. Ramsay states that the Development Agreement speaks for itself and denies
21 each and every allegation in paragraph 112(d) that is inconsistent with the Development
22 Agreement, but admits that PH owes certain accrued, but unpaid, License Fees for a period of time
23 that PH operated the restaurant known as “BURGR Gordon Ramsay.”

24 e. Ramsay denies each and every allegation in paragraph 112(e).

25 f. Ramsay denies each and every allegation in paragraph 112(f).

26 113. Ramsay admits that Plaintiff requests additional relief identified in paragraph 113,
27 but Ramsay denies that Plaintiff is entitled to the relief sought.

28 //

D. Request for an Accounting from PH.

114. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 114 that is inconsistent with the Development Agreement.

115. The allegations in paragraph 115 are not directed at Ramsay, and therefore do not require a response. In addition, those allegations state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay denies that Plaintiff is entitled to the relief sought.

116. Ramsay denies the allegations in paragraph 116.

117. Ramsay is without sufficient information to admit or deny the allegations in paragraph 117 directed at PH, and basing his denial on this ground, denies those allegations.

118. Ramsay admits that Plaintiff requests the relief identified in paragraph 118, but denies that Plaintiff is entitled to the relief sought from Ramsay.

E. Request for an Injunction / Restraining Order Against All Defendants

119. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 119 that is inconsistent with the Development Agreement.

120. Ramsay denies each and every allegation in paragraph 120.

121. Ramsay denies each and every allegation in paragraph 121 that is directed at Ramsay. Ramsay also denies each and every allegation in paragraph 121 that is directed at PH, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

122. Ramsay admits that Plaintiff requests the relief identified in paragraph 122, but Ramsay denies that Plaintiff is entitled to the relief sought.

123. Ramsay denies each and every allegation in paragraph 123.

Ramsay denies each and every allegation set forth in the Complaint that is not expressly admitted above.

Ramsay denies that Plaintiff is entitled to the judgment or any further relief sought in its PRAYER FOR RELIEF set forth in paragraphs A-G on pages 25 of its Complaint against Ramsay.

1 **AFFIRMATIVE DEFENSES**

2 Ramsay's investigation of these claims is continuing. By this Answer, Ramsay waives no
3 affirmative defenses and reserves his right to amend the Answer to insert any subsequently
4 discovered and supported affirmative defenses.

5 **FIRST AFFIRMATIVE DEFENSE**

6 Plaintiff's Complaint and each and every claim for relief alleged therein fails to state a
7 claim against Ramsay upon which relief can be granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred, in whole or in part, because Seibel failed to comply with the
10 terms of the Development Agreement, including his failure to disclose that he was under
11 investigation by the Internal Revenue Service for violations of federal tax law, that he plead guilty
12 to violations of federal tax law, and that judgment was entered against him on his guilty plea in the
13 U.S. District Court for the Southern District of New York.

14 **THIRD AFFIRMATIVE DEFENSE**

15 Ramsay is entitled to rescission of the Development Agreement because his agreement was
16 obtained by fraudulent representations or omissions by Seibel regarding the fact that he had
17 committed, was committing, and was under investigation by the Internal Revenue Service for
18 violations of federal tax law at all relevant times, including on and before the effective date of the
19 Development Agreement.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 To the extent Plaintiff's claims are based in whole or in part on alleged oral promises or
22 statements, they are barred by the parol evidence rule, the doctrine of merger, integration, lack of
23 mutuality and failure of consideration.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Plaintiff's claims are barred, in whole or in part, because Ramsay performed any and all
26 contractual, statutory, or equitable duties or action required by the Development Agreement,
27 except for those duties that were discharged or excused from performance.

28 //

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of fraud, unilateral mistake and/or mutual mistake.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has no right to the distinctive trade name, service mark, trademark, logo, emblem and indica or origin, in the mark "BURGR Gordon Ramsay," as more particularly set forth on Exhibit B to the Development Agreement, or the name "Gordon Ramsay," for any purpose whatsoever. Moreover, Plaintiff has no right whatsoever to any specially created designs, and any and all copyrights and other intangible property rights in them and in any package design, label, package insert, signage, advertising, promotional or other material displaying the mark "BURGR Gordon Ramsay."

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the terms of the License Agreement between GRUS and Plaintiff. Plaintiff is barred from taking any action regarding infringement of the mark "BURGR Gordon Ramsay" or any other intellectual property owned by GRUS without the consent of GRUS, which consent has not been obtained.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of impracticability, impossibility, and frustration of purpose.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrines of laches, estoppel, waiver, unjust enrichment, and/or unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claim for breach of the covenant of good faith and fair dealing is barred by Seibel's own breach of that covenant.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join necessary and indispensable parties.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, quasi-estoppel and detrimental reliance.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of ratification and consent.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of impracticability, impossibility, and frustration of purpose.

FIFTEENTH AFFIRMATIVE DEFENSE

Seibel lacks standing to assert claims on behalf of GRB.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to injunctive relief on grounds that its request to enjoin termination of the Development Agreement is moot; adequate legal remedies are available; and Plaintiff has no rights to the mark "BURGR Gordon Ramsay," including any specially created designs or other material displaying the mark "BURGR Gordon Ramsay," the name Gordon Ramsay, or the PH Marks or Materials as that term is defined in the Development Agreement.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because it has failed to mitigate any damages or losses allegedly suffered, if any.

EIGHTEENTH AFFIRMATIVE DEFENSE

The damages, if any, that were allegedly sustained by Plaintiff as a result of the acts described in the Complaint were caused in whole or were contributed to in part by reason of the acts, omissions, negligence, and/or intentional misconduct of Seibel.

NINETEENTH AFFIRMATIVE DEFENSE

The damages, if any, that were allegedly sustained by Plaintiff as a result of the acts described in the Complaint were caused in whole or were contributed to in part by reason of the

1 acts, omissions, negligence, and/or intentional misconduct of one or more third parties over whom
2 Ramsay had no control.

3 **TWENTIETH AFFIRMATIVE DEFENSE**

4 Plaintiff has failed to plead any alleged acts or omissions of Ramsay sufficient to warrant
5 the consideration of general, expectation, consequential or compensatory damages.

6 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

7 Plaintiff lacks standing because Plaintiff has no right to the distinctive trade name, service
8 mark, trademark, logo, emblem and indica or origin, in the mark "BURGR Gordon Ramsay," as
9 more particularly set forth on Exhibit B to the Development Agreement, or the name "Gordon
10 Ramsay," for any purpose whatsoever. Moreover, Plaintiff has no right whatsoever to any
11 specially created designs, and any and all copyrights and other intangible property rights in them
12 and in any package design, label, package insert, signage, advertising, promotional or other
13 material displaying the mark "BURGR Gordon Ramsay." Claims for infringement, if any, are may
14 only be asserted by GRUS.

15 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

16 Plaintiff is in breach of the Development Agreement and therefore cannot assert claims for
17 breach of the Development Agreement against Ramsay.

18 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

19 Ramsay specifically gives notice that he intends to rely upon such other defenses as may
20 become available by law, pursuant to statute, or during discovery proceedings of this action, and
21 hereby reserve the right to amend his Answer and assert such defenses.

22 WHEREFORE, Ramsay demands the following relief:

23 A. That Plaintiff take nothing on its Complaint against Ramsay, that the Complaint be
24 dismissed with prejudice as to Ramsay, and that judgment be entered for Ramsay;

25 //

26 //

27 //

28 //

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

- B. That Ramsay be awarded his costs of suit and attorneys' fees; and
- C. That the Court grant such further relief as the Court may deem just and proper.

Dated: July 21, 2017

FENNEMORE CRAIG, P.C.

/s/ Allen J. Wilt
ALLEN J. WILT
State Bar No. 4798
JOHN D. TENNERT
State Bar No. 11728
300 East Second Street - Suite 1510
Reno, Nevada 89501
Tel: (775) 788-2200
Fax: (775) 786-1177

Attorneys for Gordon Ramsay

CERTIFICATE OF SERVICE

I certify that I am an employee of FENNEMORE CRAIG, P.C., and that on this date, pursuant to FRCP 5(b), I am serving a true and correct copy of the attached DEFENDANT GORDON RAMSAY'S ANSWER AND AFFIRMATIVE DEFENSES TO FIRST AMENDED VERIFIED COMPLAINT on the parties set forth below by:

- X Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices
- Certified Mail, Return Receipt Requested
- Via Facsimile (Fax)
- Placing an original or true copy thereof in a sealed envelope and causing the same to be personally Hand Delivered
- Federal Express (or other overnight delivery)
- X E-service effected by Eighth Judicial District Court E-Filing Service

addressed as follows:

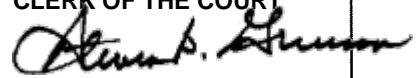
Daniel R. McNutt
Matthew C. Wolf
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, NV 89101
Attorneys for Plaintiff

James J. Pisanelli
Debra L. Spinelli
Brittnie T. Watkins
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101
Attorneys for PHWLTV, LLC

Dated: July 21, 2017

/s/ Meg F. Byrd
An employee of FENNEMORE CRAIG, P.C.

TAB 8



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.211

Counsel for Planet Hollywood 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.

PHWLTV, LLC, a Nevada limited liability
company;

Counterclaimaint

v.

ROWEN SEIBEL, an individual and citizen of
New York, DOES I through X and ROE
CORPORATIONS XI through XX,

Counter-defendant

Case No.: A-17-751759-B

Dept. No.: XV

**ANSWER TO FIRST AMENDED
COMPLAINT AND COUNTERCLAIM**

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

PHWLV, LLC ("Planet Hollywood"), by and through its undersigned counsel, hereby responds to the allegations set forth in the First Amended Complaint (the "Complaint") filed by Plaintiff/Counter-Defendant Rowen Seibel ("Seibel" or "Plaintiff") as follows:

I. PARTIES AND JURISDICTION

1. Planet Hollywood admits it is a Nevada liability company with its principal place of business in Clark County, Nevada. Planet Hollywood denies all other allegations contained therein.

2. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 2 and therefore denies the same.

3. Planet Hollywood states that the allegations in Paragraph 3 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood admits that the venue is proper and denies any and all remaining allegations contained in Paragraph 3.

4. Planet Hollywood is without knowledge or information sufficient to admit or deny the allegations of Paragraph 4 and therefore denies the same.

5. Planet Hollywood states that the allegations in Paragraph 5 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 5.

6. Planet Hollywood states that the allegations in Paragraph 6 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 6.

7. Planet Hollywood states that the allegations in Paragraph 7 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 7.

8. Planet Hollywood repeats and realleges each and every response to the proceeding Paragraphs as if set forth fully herein.

II. DERIVATIVE ALLEGATIONS

9. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 9 and therefore denies the same.

10. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 10 and therefore denies the same.

11. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 11 and therefore denies the same.

12. Planet Hollywood states that the allegations in Paragraph 12 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 12.

13. Planet Hollywood states that the allegations in Paragraph 13 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 13.

14. To the extent Paragraph 14 purports to restate the terms of GRB's operating agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

15. Planet Hollywood does not respond to the legal conclusions in Paragraph 15 because no response is required. To the extent that a response is required, Planet Hollywood denies the allegations in Paragraph 15. Moreover, to the extent Paragraph 15 purports to incorporate the allegations of Seibel's declaration, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

16. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 16 and therefore denies the same.

III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.

A. The Intellectual Property.

17. Planet Hollywood is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 17 and therefore denies the same.

18. Planet Hollywood is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 18 and therefore denies the same.

B. The Parties Enter the Development Agreement and Open the Restaurant.

19. Planet Hollywood admits Ramsay, GRB, and PHW Las Vegas, LLC entered into the Development Agreement in December 2012. To the extent Paragraph 19 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

20. Planet Hollywood admits the allegations in Paragraph 20.

21. To the extent Paragraph 21 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

22. To the extent Paragraph 22 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

23. To the extent Paragraph 23 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

24. To the extent Paragraph 24 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

25. To the extent Paragraph 25 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

26. Planet Hollywood admits that it paid License Fees to GRB. Planet Hollywood denies all other allegations contained therein.

C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.

27. Planet Hollywood denies the allegations in Paragraph 27.

1 28. Planet Hollywood admits that Caesars Entertainment Operating Company, Inc.
2 ("CEOC") filed for bankruptcy in the United States Bankruptcy Court for the Northern District of
3 Illinois in or around January 2015. Planet Hollywood further admits that Planet Hollywood was
4 not included in the bankruptcy. Planet Hollywood denies the remaining allegations in Paragraph
5 28.

6 29. Planet Hollywood is without knowledge or information sufficient to form a belief
7 as to the truth or falsity of the allegations in Paragraph 29 of the Complaint, and therefore denies
8 the same.

9 30. Planet Hollywood denies the allegations in Paragraph 30.

10 31. Planet Hollywood denies the allegations in Paragraph 31.

11 32. Planet Hollywood denies the allegations in Paragraph 32.

12 33. Planet Hollywood is without knowledge or information sufficient to form a belief
13 as to the truth or falsity of any communication between Ramsay and Seibel, and therefore denies
14 the same. Planet Hollywood denies the remaining allegations in Paragraph 33.

15 34. Planet Hollywood denies the allegations in Paragraph 34.

16 35. Planet Hollywood is without knowledge or information sufficient to form a belief
17 as to the truth or falsity of the allegation in Paragraph 35 concerning Siebel's attempt to transfer
18 his interest in GRB, and therefore denies the same. Planet Hollywood denies the remaining
19 allegations in Paragraph 35.

20 36. Planet Hollywood admits that in August 2016 it became aware of Seibel's guilty
21 plea in the Southern District of New York for felony tax evasion after it became public. Planet
22 Hollywood denies the remaining allegations in Paragraph 36.

23 37. Planet Hollywood admits that in April 2016 neither Seibel nor anyone else advised
24 Planet Hollywood that Seibel committed felony tax evasion. Planet Hollywood denies the
25 remaining allegations in Paragraph 37.

26 38. Planet Hollywood admits that it sent a letter dated September 21, 2016 to GRB
27 terminating the Development Agreement as a result of Seibel's unsuitability. Planet Hollywood
28 denies the remaining allegations in Paragraph 38.

- 1 39. Planet Hollywood denies the allegations in Paragraph 39.
- 2 40. Planet Hollywood denies the allegations in Paragraph 40.
- 3 41. Planet Hollywood is without knowledge or information sufficient to form a belief
- 4 as to the truth or falsity of the allegations in Paragraph 41, and therefore denies the same.
- 5 42. Planet Hollywood admits the allegations in Paragraph 42.
- 6 43. Planet Hollywood denies the allegations in Paragraph 43.
- 7 44. Planet Hollywood denies the allegations in Paragraph 44.
- 8 45. Planet Hollywood is without knowledge or information sufficient to form a belief
- 9 as to the truth or falsity of the allegations in Paragraph 45 of the Complaint, and therefore denies
- 10 the same.
- 11 46. Planet Hollywood denies the allegations in Paragraph 46.
- 12 47. Planet Hollywood denies the allegations in Paragraph 47.
- 13 48. Planet Hollywood denies the allegations in Paragraph 48.
- 14 49. Planet Hollywood denies the allegations in Paragraph 49.
- 15 50. Planet Hollywood denies the allegations in Paragraph 50.
- 16 51. Planet Hollywood denies the allegations in Paragraph 51.
- 17 52. Planet Hollywood denies the allegations in Paragraph 52.
- 18 53. Planet Hollywood denies the allegations in Paragraph 53.
- 19 54. To the extent Paragraph 54 purports to restate the terms of the Development
- 20 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
- 21 all other allegations contained therein.
- 22 55. To the extent Paragraph 55 purports to restate the terms of the Development
- 23 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
- 24 all other allegations contained therein.
- 25 56. Planet Hollywood denies the allegations in Paragraph 56.
- 26 57. Planet Hollywood admits it used the GRB Marks and General GR Materials for a
- 27 period of time subsequent to the termination of the Development Agreement. Planet Hollywood
- 28 denies the remaining allegations in Paragraph 57.

1 58. To the extent Paragraph 58 purports to restate the terms of Caesars' Charter
2 documents, the documents speak for themselves and no response is required. Planet Hollywood
3 denies all other allegations contained therein.

4 59. Planet Hollywood denies the allegations in Paragraph 59.

5 **D. The Rebranded Restaurant**

6 60. Planet Hollywood admits that Planet Hollywood and Ramsay are operating a new
7 restaurant called Gordon Ramsay Burger. Planet Hollywood denies the remaining allegations in
8 Paragraph 60.

9 61. Planet Hollywood admits that the new restaurant is located in the same space as
10 BURGR Gordon Ramsay, and thus, certain furniture and fixtures are located in the same space.
11 Planet Hollywood denies the remaining allegations in Paragraph 61.

12 62. Planet Hollywood denies the allegations in Paragraph 62.

13 63. Planet Hollywood is without knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations in Paragraph 63, and therefore denies the same.

15 64. Planet Hollywood denies the allegations in Paragraph 64.

16 a) To the extent Paragraph 64(a) purports to restate the terms of the
17 Development Agreement, the document speaks for itself and no response is
18 required. Planet Hollywood denies the remaining allegations contained
19 therein.

20 b) Planet Hollywood denies the allegations in Paragraph 64(b).

21 c) Planet Hollywood denies the allegations in Paragraph 64(c).

22 d) To the extent Paragraph 64(d) purports to restate the terms of the
23 Development Agreement, the document speaks for itself and no response is
24 required. Planet Hollywood denies all other allegations contained therein.

25 65. Planet Hollywood denies the allegations in Paragraph 65.

26 66. To the extent Paragraph 66 purports to restate the terms of the Development
27 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
28 the remaining allegations contained therein.

68. Planet Hollywood states that the allegations in Paragraph 68 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 68.

Breaches of Contract

69. Planet Hollywood admits the existence of the Development Agreement and refers to that agreement for a complete and accurate statement of the terms thereof. Planet Hollywood states that the remaining allegations in Paragraph 69 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 69.

70. Planet Hollywood denies the allegations in Paragraph 70.

- a) Planet Hollywood denies the allegations in Paragraph 70(a).
- b) Planet Hollywood denies the allegations in Paragraph 70(b).
- c) Planet Hollywood denies the allegations in Paragraph 70(c).
- d) Planet Hollywood denies the allegations in Paragraph 70(d).
- e) Planet Hollywood denies the allegations in Paragraph 70(e).
- f) Planet Hollywood denies the allegations in Paragraph 70(f).
- g) Planet Hollywood denies the allegations in Paragraph 70(g).

71. In as much as the allegations in Paragraph 71 are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 71, and therefore denies the same.

- a) In as much as the allegations in Paragraph 71(a) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a

1 response is required, Planet Hollywood lacks knowledge or information
2 sufficient to form a belief as to the truth or falsity of the allegations in
3 Paragraph 71(a), and therefore denies the same.

4 b) In as much as the allegations in Paragraph 71(b) are not directed towards
5 Planet Hollywood, no responsive pleading is required. To the extent a
6 response is required, Planet Hollywood lacks knowledge or information
7 sufficient to form a belief as to the truth or falsity of the allegations in
8 Paragraph 71(b), and therefore denies the same.

9 c) In as much as the allegations in Paragraph 71(c) are not directed towards
10 Planet Hollywood, no responsive pleading is required. To the extent a
11 response is required, Planet Hollywood lacks knowledge or information
12 sufficient to form a belief as to the truth or falsity of the allegations in
13 Paragraph 71(c), and therefore denies the same.

14 d) In as much as the allegations in Paragraph 71(d) are not directed towards
15 Planet Hollywood, no responsive pleading is required. To the extent a
16 response is required, Planet Hollywood lacks knowledge or information
17 sufficient to form a belief as to the truth or falsity of the allegations in
18 Paragraph 71(d), and therefore denies the same.

19 e) In as much as the allegations in Paragraph 71(e) are not directed towards
20 Planet Hollywood, no responsive pleading is required. To the extent a
21 response is required, Planet Hollywood lacks knowledge or information
22 sufficient to form a belief as to the truth or falsity of the allegations in
23 Paragraph 71(e), and therefore denies the same.

24 f) In as much as the allegations in Paragraph 71(f) are not directed towards
25 Planet Hollywood, no responsive pleading is required. To the extent a
26 response is required, Planet Hollywood lacks knowledge or information
27 sufficient to form a belief as to the truth or falsity of the allegations in
28 Paragraph 71(f), and therefore denies the same.

1 72. Planet Hollywood denies the allegations in Paragraph 72.

2 73. Planet Hollywood denies the allegations in Paragraph 73.

3 **SECOND CAUSE OF ACTION**

4 **Contractual Breaches of the Implied Covenant of Good Faith & Fair Dealing**

5 **(Against All Defendants)**

6 74. Planet Hollywood states that the allegations in Paragraph 74 are legal conclusions
7 to which no responsive pleading is required. To the extent a response is required, Planet
8 Hollywood denies the allegations in Paragraph 74.

9 75. Planet Hollywood states that the allegations in Paragraph 75 are legal conclusions
10 to which no responsive pleading is required. To the extent a response is required, Planet
11 Hollywood denies the allegations in Paragraph 75.

12 76. Planet Hollywood denies the allegations in Paragraph 76.

- 13 a) Planet Hollywood denies the allegations in Paragraph 76(a).
14 b) Planet Hollywood denies the allegations in Paragraph 76(b).
15 c) Planet Hollywood denies the allegations in Paragraph 76(c).
16 d) Planet Hollywood denies the allegations in Paragraph 76(d).
17 e) Planet Hollywood denies the allegations in Paragraph 76(e).
18 f) Planet Hollywood denies the allegations in Paragraph 76(f).
19 g) Planet Hollywood denies the allegations in Paragraph 76(g).
20 h) Planet Hollywood denies the allegations in Paragraph 76(h).
21 i) Planet Hollywood denies the allegations in Paragraph 76(i).
22 j) Planet Hollywood denies the allegations in Paragraph 76(j).
23 k) Planet Hollywood denies the allegations in Paragraph 76(k).
24 l) Planet Hollywood denies the allegations in Paragraph 76(l).
25 m) Planet Hollywood denies the allegations in Paragraph 76(m).
26 n) Planet Hollywood denies the allegations in Paragraph 76(n).
27 o) Planet Hollywood denies the allegations in Paragraph 76(o).
28

1 77. In as much as the allegations in Paragraph 77 are not directed towards Planet
2 Hollywood, no responsive pleading is required. To the extent a response is required, Planet
3 Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of
4 the allegations in Paragraph 77, and therefore denies the same.

5 a) In as much as the allegations in Paragraph 77(a) are not directed towards
6 Planet Hollywood, no responsive pleading is required. To the extent a
7 response is required, Planet Hollywood lacks knowledge or information
8 sufficient to form a belief as to the truth or falsity of the allegations in
9 Paragraph 77(a), and therefore denies the same.

10 b) In as much as the allegations in Paragraph 77(b) are not directed towards
11 Planet Hollywood, no responsive pleading is required. To the extent a
12 response is required, Planet Hollywood lacks knowledge or information
13 sufficient to form a belief as to the truth or falsity of the allegations in
14 Paragraph 77(b), and therefore denies the same.

15 c) In as much as the allegations in Paragraph 77(c) are not directed towards
16 Planet Hollywood, no responsive pleading is required. To the extent a
17 response is required, Planet Hollywood lacks knowledge or information
18 sufficient to form a belief as to the truth or falsity of the allegations in
19 Paragraph 77(c), and therefore denies the same.

20 d) In as much as the allegations in Paragraph 77(d) are not directed towards
21 Planet Hollywood, no responsive pleading is required. To the extent a
22 response is required, Planet Hollywood lacks knowledge or information
23 sufficient to form a belief as to the truth or falsity of the allegations in
24 Paragraph 77(d), and therefore denies the same.

25 e) In as much as the allegations in Paragraph 77(e) are not directed towards
26 Planet Hollywood, no responsive pleading is required. To the extent a
27 response is required, Planet Hollywood lacks knowledge or information
28

sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(e), and therefore denies the same.

f) In as much as the allegations in Paragraph 77(f) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(f), and therefore denies the same.

g) In as much as the allegations in Paragraph 77(g) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(g), and therefore denies the same.

h) In as much as the allegations in Paragraph 77(h) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(h), and therefore denies the same.

i) In as much as the allegations in Paragraph 77(i) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(i), and therefore denies the same.

j) In as much as the allegations in Paragraph 77(j) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(j), and therefore denies the same.

78. Planet Hollywood denies the allegations in Paragraph 78.

1 79. Planet Hollywood denies the allegations in Paragraph 79.

2 **THIRD CAUSE OF ACTION**

3 **Unjust Enrichment**

4 **(Against All Defendants)**

5 80. Planet Hollywood repeats and realleges each and every response to paragraphs 1
6 through 79 above as if set forth fully herein.

7 81. Planet Hollywood denies the allegations in Paragraph 81.

8 82. Planet Hollywood denies the allegations in Paragraph 82

9 83. Planet Hollywood denies the allegations in Paragraph 83.

10 84. In as much as the allegations in Paragraph 84 are not directed towards Planet
11 Hollywood, no responsive pleading is required. To the extent a response is required, Planet
12 Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of
13 the allegations in Paragraph 84, and therefore denies the same.

14 85. Planet Hollywood denies the allegations in Paragraph 85.

15 **FOURTH CAUSE OF ACTION**

16 **Civil Conspiracy**

17 **(Against All Defendants)**

18 86. Planet Hollywood denies the allegations in Paragraph 86.

19 87. Planet Hollywood denies the allegations in Paragraph 87.

20 88. Planet Hollywood is without knowledge or information sufficient to form a belief
21 as to the truth or falsity of the allegations in Paragraph 88, and therefore denies the same.

22 89. Planet Hollywood admits that it received a letter from Gordon Ramsay dated on or
23 about September 15, 2016. To the extent Paragraph 89 purports to restate the terms of the letter,
24 the document speaks for itself and no response is required. Planet Hollywood denies the
25 remaining allegations contained therein.

26 90. Planet Hollywood denies the allegations in Paragraph 90.

27 91. Planet Hollywood denies the allegations in Paragraph 91.

28 92. Planet Hollywood denies the allegations in Paragraph 92.

ADDITIONAL REQUESTS FOR RELIEF

A. Request for Specific Performance Against PH.

93. Planet Hollywood states that the allegations in Paragraph 93 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 93.

94. To the extent Paragraph 94 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

95. To the extent Paragraph 95 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

96. Planet Hollywood denies the allegations in Paragraph 96.

97. Planet Hollywood denies the allegations in Paragraph 97.

98. Planet Hollywood denies the allegations in Paragraph 98.

99. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 99, and therefore denies the same.

B. Request for Declaratory Relief Against PH Under Nev. Rev. Stat. § 30 re: the Validity of the Alleged Termination of the Development Agreement.

100. Planet Hollywood admits that controversies exist between the parties. Planet Hollywood denies all other allegations contained in Paragraph 100.

101. Planet Hollywood admits the allegation in Paragraph 101.

102. To the extent Paragraph 102 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

103. Planet Hollywood admits PHW Las Vegas assigned the Development Agreement to Planet Hollywood. Planet Hollywood denies the remaining allegations contained in Paragraph 103.

1 104. Planet Hollywood admits that a letter terminating the Development Agreement
2 was dated September 21, 2016. To the extent Paragraph 104 purports to restate the terms of the
3 Development Agreement, the document speaks for itself and no response is required. Planet
4 Hollywood denies the remaining allegations contained therein.

5 105. Planet Hollywood denies the allegations in Paragraph 105.

6 106. Planet Hollywood denies the allegations in Paragraph 106.

7 107. Planet Hollywood denies the allegations in Paragraph 107.

8 108. Planet Hollywood denies the allegations in Paragraph 108.

9 109. Planet Hollywood states that the allegations in Paragraph 109 are legal conclusions
10 to which no responsive pleading is required. To the extent a response is required, Planet
11 Hollywood denies the allegations in Paragraph 109.

12 110. Planet Hollywood lacks knowledge or information sufficient to form a belief as to
13 the truth or falsity of the allegations in Paragraph 110, and therefore denies the same.

14 **C. Declaratory Relief Against All Defendants Under Nev. Rev. Stat. § 30 re: the Parties'**
15 **Rights and Obligations Under the Development Agreement.**

16 111. Planet Hollywood admits that controversies exist between the parties. Planet
17 Hollywood denies all other allegations contained in Paragraph 111.

18 112. Planet Hollywood lacks knowledge or information sufficient to form a belief as to
19 the truth or falsity of the allegations in Paragraph 112, and therefore denies the same.

20 a) Planet Hollywood lacks knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations in Paragraph 112(a), and
22 therefore denies the same.

23 b) Planet Hollywood lacks knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations in Paragraph 112(b), and
25 therefore denies the same.

26 c) Planet Hollywood lacks knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations in Paragraph 112(c), and
28 therefore denies the same.

d) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(d), and therefore denies the same.

e) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(e), and therefore denies the same.

f) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(f), and therefore denies the same.

113. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 113, and therefore denies the same.

D. Request for an Accounting from PH.

114. To the extent Paragraph 114 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

115. Planet Hollywood states that the allegations in Paragraph 115 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 115.

116. Planet Hollywood denies the allegations in Paragraph 116.

117. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 117, and therefore denies the same.

118. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 118, and therefore denies the same.

E. Request for an Injunction

119. To the extent Paragraph 119 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

120. Planet Hollywood denies the allegations in Paragraph 120.

121. Planet Hollywood denies the allegations in Paragraph 121.

122. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 122, and therefore denies the same.

123. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 123, and therefore denies the same.

GENERAL DENIAL

All allegations in the Complaint that have not been expressly admitted, denied, or otherwise responded to, are denied.

AFFIRMATIVE DEFENSES

Planet Hollywood asserts the following affirmative defenses and reserves the right to assert other defenses and claims, including, without limitation, counterclaims, crossclaims, and third-party claims, as and when appropriate and/or available in this or any other action. The statement of any defense herein does not assume the burden of proof for any issue as to which applicable law otherwise places the burden of proof on Planet Hollywood.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by his own conduct, including his failure to mitigate damages.

THIRD AFFIRMATIVE DEFENSE

Plaintiff failed to give timely notice to Planet Hollywood of any alleged breach of the covenant of good faith and fair dealing, if any.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, acquiescence, unclean hands, unjust enrichment, and/or ratification, as well as other applicable equitable doctrines.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's damages or harm, if any, were not caused by any conduct of Planet Hollywood.

SIXTH AFFIRMATIVE DEFENSE

Insofar as any alleged breach of contract is concerned, Plaintiff failed to give Planet Hollywood timely notice thereof.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff breached the Development Agreement, which excuses any failure to perform by Planet Hollywood.

EIGHTH AFFIRMATIVE DEFENSE

Planet Hollywood acted in good faith in all dealings with Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to any recovery because he failed to fulfill the terms of the Development Agreement.

TENTH AFFIRMATIVE DEFENSE

Plaintiff is guilty of fraudulent and deceitful conduct, which bars its right to recovery, if any, upon the Complaint on file herein.

ELEVENTH AFFIRMATIVE DEFENSE

The injuries to Plaintiff, if any, as alleged in the Complaint, were provoked and brought about by Plaintiff, and any actions taken by Planet Hollywood in response to Plaintiff's conduct were justified and privileged under the circumstances.

TWELFTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Planet Hollywood's Answer to Plaintiff's Complaint and therefore, Planet Hollywood reserves the right to amend its Answer to allege additional affirmative defenses if subsequent investigation so warrants.

THIRTEENTH AFFIRMATIVE DEFENSE

Planet Hollywood reserves the right to (a) rely upon such other affirmative defenses as may be supported by the facts to be determined through full and complete discovery, and (b) voluntarily withdraw any affirmative defense.

COUNTERCLAIM

Planet Hollywood, by and through its undersigned counsel, hereby brings its Counterclaims against Rowen Siebel ("Siebel") as follows:

THE PARTIES

1. Planet Hollywood PHWLTV, LLC ("Planet Hollywood") was, at all times relevant hereto, a Nevada limited liability company duly authorized to conduct business in Clark County, Nevada.

2. Upon information and belief, Seibel is and, at all times relevant hereto, was a citizen of New York conducting business in the State of Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants DOES I through X, inclusive, and ROE CORPORATIONS XI through XX, inclusive, and each of them, are unknown to Planet Hollywood at the present time, and Planet Hollywood therefore sues said Defendants by such fictitious names. Planet Hollywood is informed and believes and thereon alleges that each of the Defendants designated herein as DOES I through X and ROE CORPORATIONS XI through XX, are responsible for the claims and damages alleged herein. Once discovery has disclosed the true identities of such parties, Planet Hollywood will ask leave of this Court to amend its Counterclaim to insert the true names and capacities of said Defendants DOES I through X, inclusive, and ROE CORPORATIONS XI through XX, inclusive, and join such Defendants in this action.

4. Jurisdiction and venue are proper for these counterclaims because the action concerns the interpretation and enforcement of a contract with a jurisdiction selection clause identifying the Nevada State Court has having jurisdiction over the subject matter for disputes arising out of the contract.

GENERAL ALLEGATIONS

5. On or about December 13, 2012, PHW Las Vegas, LLC entered into a Development, Operation and License Agreement (the "Development Agreement") with Gordon Ramsay ("Ramsay") and GRB for the development and operation of a burger-themed restaurant to be housed in the Planet Hollywood – Resort & Casino in Las Vegas.

1 6. In or around 2013, PHW Las Vegas, LLC assigned the Development Agreement to
2 Planet Hollywood.

3 7. Planet Hollywood is a gaming licensee and thus subject to rigorous regulation.
4 Nevada requires its licensees to police themselves and their affiliates to ensure unwavering
5 compliance with gaming regulations.

6 8. As part of its compliance program, Planet Hollywood conducts suitability
7 investigations of potential vendors that meet certain criteria as outlined in its compliance program,
8 and requires various disclosures by vendors meeting such criteria to ensure that the entities with which
9 it does business are suitable.

10 9. Pursuant to the Development Agreement, GRB was required to disclose
11 information about itself and GR Associates (as defined in the Development Agreement) for Planet
12 Hollywood to perform its suitability diligence.

13 10. Based on prior disclosures of both Seibel and Ramsay, Caesars Entertainment's
14 ("Caesars") corporate investigation team used the information on file to determine that GRB was
15 suitable.

16 11. Paragraph 11.2 of the Development Agreement required GR Associates to update
17 the disclosures within ten days if anything became inaccurate or material changes occurred.

18 12. The Parties expressly contracted that the Agreement may be terminated by Planet
19 Hollywood upon written notice to GRB and Gordon Ramsay having immediate effect as
20 contemplated by Paragraph 11.2.

21 13. Specifically, Paragraph 11.2 provides that Planet Hollywood has the right, in its
22 "sole and exclusive judgment," to determine that a GR Associate is an Unsuitable Person under
23 the Development Agreement.

24 14. Paragraph 11.2 further provides expressly that if the unsuitable activity or
25 relationship is not subject to cure "as determined by PH in its sole discretion," then Planet
26 Hollywood "shall . . . have the right to terminate this Agreement and its relationship with Gordon
27 Ramsay and GRB."
28

1 15. Paragraph 11.2 leaves no doubt as to Planet Hollywood's sole and exclusive
2 judgment by additionally stating that a termination pursuant to the suitability provisions in
3 Paragraph 11.2 "shall not be subject to dispute by Gordon Ramsay or GRB"

4 16. Upon information and belief, prior to execution of the Development Agreement,
5 Seibel sought amnesty from the federal government for tax crimes.

6 17. Upon information and belief, on or about April 18, 2016, Seibel pleaded guilty to
7 one count of obstructing or impeding the due administration of the internal revenue laws under 26
8 U.S.C. § 7212(a), a Class E felony.

9 18. Upon information and belief, on or about August 19, 2016, judgment was entered
10 on Seibel's guilty plea in the Southern District of New York.

11 19. Seibel concealed his tax crimes from Planet Hollywood over the span of years.

12 20. It was not until Seibel's sentencing hearing was covered by the media that Planet
13 Hollywood learned of Seibel's conviction and events leading up to the conviction.

14 21. Pursuant to Paragraph 11.2 of the Development Agreement, Planet Hollywood
15 informed Gordon Ramsay and GRB that it was aware of Seibel's felony conviction and was
16 exercising its right under Paragraph 11.2.

17 22. Planet Hollywood demanded that GRB terminate its relationship with Seibel and
18 provide written proof thereof within ten (10) business days.

19 23. Planet Hollywood was unequivocal that if GRB failed to terminate the relationship
20 with Seibel, Planet Hollywood would be required to terminate the Development Agreement
21 pursuant to Paragraph 4.2.5 of the Development Agreement.

22 24. Rather than disassociate from GRB, Seibel attempted more deception. He argued
23 to Planet Hollywood that he had "assigned" his interests and therefore was not associated with
24 GRB any further, which was untrue.

25 25. Planet Hollywood determined "in its sole discretion" that Seibel's relationship with
26 GRB was not subject to cure, and exercised its contractual right, pursuant to Paragraphs 4.2.5 and
27 11.2 of the Development Agreement, to terminate the Development Agreement.
28

1 26. Planet Hollywood terminated the Development Agreement on or about September
2 2, 2016.

3 27. As a result of Siebel's conduct, Planet Hollywood has been forced to retain the
4 services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
5 entitled to all of its attorneys' fees and costs associated with bringing this action.

6 **FIRST CAUSE OF ACTION**

7 ***(Fraudulent Concealment)***

8 28. Planet Hollywood hereby repeats, realleges, and incorporates all of the allegations
9 contained in the preceding Paragraphs as though fully set forth herein.

10 29. Siebel concealed material facts from Planet Hollywood, including that he sought
11 and was denied amnesty for tax evasion in 2009, that he was being investigated for tax evasion;
12 and that he pled guilty to one count of obstructing or impeding the due administration of the
13 internal revenue laws under 26 U.S.C. § 7212(a), a Class E felony on or about April 18, 2016.

14 30. Siebel was under a duty to disclose these wrongdoings to Caesars. Specifically, as
15 a GR Associate, Siebel was required to disclose these material facts before and after execution of
16 the Development Agreement and provide certain disclosures to Planet Hollywood to allow it to
17 complete suitability investigations.

18 31. Siebel intentionally concealed his wrongdoings from Planet Hollywood to avoid
19 termination of the Development Agreement.

20 32. Planet Hollywood was unaware until media reports surfaced that Siebel had
21 sought and was denied amnesty, that he was being investigated for tax evasion, or that he pled
22 guilty to one count of obstructing or impeding the due administration of the internal revenue laws
23 under 26 U.S.C. § 7212(a), a Class E felony on or about April 18, 2016.

24 33. Had Planet Hollywood been aware of Siebel's wrongdoings, it would have not
25 continued doing business with Siebel and would have terminated its relationship with Siebel and
26 his companies.

35. As a result of Siebel's conduct, Planet Hollywood has been forced to retain the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

(Civil Conspiracy)

36. Planet Hollywood hereby repeats, realleges, and incorporates all of the allegations contained in the preceding Paragraphs as though fully set forth herein.

37. Siebel and DOE and/or ROE Defendants knowingly acted in concert with each other, intending to accomplish an unlawful objective for the purpose of harming Planet Hollywood.

38. Specifically, Siebel and DOE and/or ROE Defendants conspired to conceal material facts related to Siebel's wrongdoings, including, but not limited to, tax evasion in an effort to harm Planet Hollywood.

39. As a direct and proximate result of Siebel's acts and omissions, Planet Hollywood has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$15,000.00.

40. As a result of Counter-Defendants' conduct, Planet Hollywood has been forced to retain the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

WHEREFORE, Planet Hollywood prays for judgment against Siebel and demands as follows:

1. That Siebel's Complaint be dismissed with prejudice, with Siebel taking nothing thereby;

2. That judgment be entered in favor of Planet Hollywood and against Siebel on all of Plaintiff's claims;

3. For an award of special and compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), to be determined upon proof at trial, against Siebel;

4. For an award of pre- and post-judgment interest until the judgment is paid in full;

5. For declaratory relief as requested herein;

6. For an award of attorney fees and costs of suit; and

7. For such other and further relief as this Court deems just and proper.

DATED this 21st day of July 2017.

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

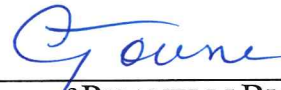
Attorneys for Planet Hollywood/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of July 2017, I caused to be sent via the Court's E-Filing/E-Service system, a true and correct copy of the above and foregoing **ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM** properly addressed to the following:

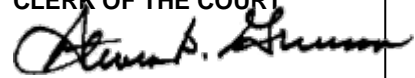
Allen J. Wilt, Esq.
John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
300 East Second Street – Suite 1510
Reno, NV 89501
awilt@fclaw.com
jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

Daniel R. McNutt, Esq.
Matthew C. Wolf, Esq.
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, NV 89101
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff



An employee of PISANELLI BICE PLLC

TAB 9



DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

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.: 15

**PLAINTIFF'S REPLY TO DEFENDANT
PHWLTV, LLC'S COUNTERCLAIMS**

Plaintiff Rowen Seibel, individually and derivatively on behalf of GR BURGR LLC
("Plaintiff") hereby responds to the Counterclaims ("PH Counterclaims") of Defendant PHWLTV,
LLC ("PH") dated July 21, 2017, as follows:

1. Plaintiff admits the allegations contained in paragraph 1.
2. Plaintiff admits the allegations contained in paragraph 2.
3. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
contained in Paragraph 3.
4. Paragraph 4 contains legal conclusions to which no response is required.

- 1 5. Plaintiff admits the allegations contained in paragraph 5.
- 2 6. Plaintiff admits the allegations contained in paragraph 6.
- 3 7. Plaintiff denies the allegations contained in paragraph 7, except admits, upon
4 information and belief, that PH is a Nevada gaming licensee and is subject to regulation of the
5 Nevada Gaming Commission.
- 6 8. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
7 contained in Paragraph 8.
- 8 9. Plaintiff denies the allegations contained in paragraph 9, and refers to the
9 Development Agreement for the full and complete contents thereof.
- 10 10. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
11 contained in Paragraph 10.
- 12 11. Plaintiff denies the allegations contained in paragraph 11, and refers to the
13 Development Agreement for the full and complete contents thereof.
- 14 12. Plaintiff denies the allegations contained in paragraph 12, and refers to the
15 Development Agreement for the full and complete contents thereof.
- 16 13. Plaintiff denies the allegations contained in paragraph 13, and refers to the
17 Development Agreement for the full and complete contents thereof.
- 18 14. Plaintiff denies the allegations contained in paragraph 14, and refers to the
19 Development Agreement for the full and complete contents thereof.
- 20 15. Plaintiff denies the allegations contained in paragraph 15, and refers to the
21 Development Agreement for the full and complete contents thereof.
- 22 16. Plaintiff denies the allegations contained in paragraph 16, except admits that in 2009
23 Plaintiff signed an application to participate in a voluntary disclosure program with the Internal
24 Revenue Service.
- 25 17. Plaintiff admits the allegations contained in paragraph 17.
- 26 18. Plaintiff admits the allegations contained in paragraph 18.
- 27 19. Plaintiff denies the allegations contained in paragraph 19.
- 28 20. Plaintiff denies the allegations contained in paragraph 20.

1 **AFFIRMATIVE AND OTHER DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 1. The Counterclaims, and each cause of action contained therein, fail to state a cause of
4 action upon which relief may be granted.

5 **SECOND AFFIRMATIVE DEFENSE**

6 2. The claims set forth in the Counterclaims are barred, in whole or in part, by the
7 doctrine of estoppels.

8 **THIRD AFFIRMATIVE DEFENSE**

9 3. The claims set forth in the Counterclaims are barred, in whole or in part, by the
10 doctrine of unclean hands.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 4. The claims set forth in the Counterclaims are barred, in whole or in part, by the
13 doctrine of unjust enrichment.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 5. The claims set forth in the Counterclaims are barred, in whole or in part, by a failure to
16 mitigate its damages.

17 **SIXTH AFFIRMATIVE DEFENSE**

18 6. The claims set forth in the Complaint are barred, in whole or in part, by virtue of PH's
19 breach of contract

20 **SEVENTH AFFIRMATIVE DEFENSE**

21 7. Plaintiff's claims are barred by its own culpable conduct

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 8. At all relevant times, Plaintiff acted reasonably in good faith and with justification.

24 **NINTH AFFIRMATIVE DEFENSE**

25 9. PH's counterclaims are barred due to its breach of the implied covenant of good faith
26 and fair dealing.
27
28

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

DATED: August 25, 2017.

/s/ Dan McNutt
DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
 625 South Eighth Street
 Las Vegas, Nevada 89101
Attorneys for Plaintiff

1 **CERTIFICATE OF MAILING**

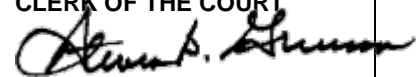
2 I HEREBY CERTIFY that pursuant to Nev. R. Civ. P. 5(b) and EDCR 8.05 on August 25,
3 2017, I caused service of the foregoing **PLAINTIFF'S REPLY TO DEFENDANT PHWL**
4 **LLC'S COUNTERCLAIMS** by mailing a copy by United States Postal Service, postage prepaid,
5 via email, and/or via electronic mail through the United States District Court's CM/ECF system to the
6 following at their last known address and e-mail:

7 James Pisanelli, Esq. (SBN 4027)
8 Debra Spinelli, Esq. (SBN 9695)
9 Brittnie Watkins, Esq. (SBN 13612)
10 PISANELLI BICE PLLC
11 400 South 7th Street, Suite 300
12 Las Vegas, NV 89101
13 jjp@pisanellibice.com
dls@pisanellibice.com
btw@pisanellibice.com
Attorneys for Defendant
PHWL, LLC

14 Allen Wilt, Esq. (SBN 4798)
15 John Tennert, Esq. (SBN 11728)
16 FENNEMORE CRAIG, P.C.
17 300 East 2nd Street, Suite 1510
18 Reno, NV 89501
awilt@fclaw.com
jtennert@fclaw.com
Attorneys for Defendant
Gordon Ramsay

19
20 /s/ Lisa A. Heller
21 An Employee of Carbajal & McNutt LLP
22
23
24
25
26
27
28

TAB 10



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

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

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,
v.

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

Defendants,
and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

**ORDER (i) DENYING THE
DEVELOPMENT ENTITIES, ROWEN
SEIBEL, AND CRAIG GREEN'S
MOTION: (1) FOR LEAVE TO TAKE
CAESARS' NRCP 30(B)(6)
DEPOSITIONS; AND (2) TO COMPEL
RESPONSES TO WRITTEN DISCOVERY
ON ORDER SHORTENING TIME; AND
(ii) GRANTING CAESARS'
COUNTERMOTION FOR PROTECTIVE
ORDER AND FOR LEAVE TO TAKE
LIMITED DEPOSITION OF CRAIG
GREEN**

Date of Hearing: December 14, 2020

Time of Hearing: 9:30 a.m.

The Development Entities,¹ Rowen Seibel ("Seibel"), and Craig Green's ("Green") Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time ("Motion to Compel"), filed on November 20, 2020, and Caesars'² Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green ("Countermotion"), filed December 4, 2020, came before this Court for hearing on December 14, 2020, at 9:30 a.m. James J. Pisanelli, Esq. and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of the Seibel Parties.³

The Court having considered the Motion to Compel, the Countermotion, the Points and Authorities contained therein, and the oppositions and reply thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS as follows:

1. The Seibel Parties' requests for production, interrogatories, and NRCP 30(b)(6) topics at issue in their Motion to Compel are not relevant to this case and disproportionate under NRCP 26;

2. There is a distinction between the rebates or gratuities about which the Seibel Parties seek discovery, on the one hand, and the coercive conduct that Caesars alleges the Seibel Parties engaged in, on the other hand;

3. Discovery into the rebates, gratuities, or Caesars' accounting practices related to rebates are not relevant. Additionally, discovery for purposes of a purported set-off is not relevant;

¹ TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), are collectively referred to herein as the "Development Entities."

² PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC") are collectively referred to herein as Caesars.

³ The Development Entities, Green, and Seibel are collectively referred to herein as the "Seibel Parties."

4. The discovery sought by the Seibel Parties related to felony convictions of Caesars' employees is not relevant or germane to the case; and

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

In light of the foregoing, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The Seibel Parties' Motion to Compel shall be, and hereby is, DENIED; and

2. Caesars' Countermotion, shall be, and hereby is, GRANTED.

IT IS SO ORDERED.


February 4, 2021

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 3, 2021

DATED February 1, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ Emily A. Buchwald, Bar #13442
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
Stephanie J. Glantz (SBN 14878)
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

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

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

1 Approved as to form and content by:

2 DATED February 3, 2021

3 FENNEMORE CRAIG, P.C.

4
5 By: /s/ John D. Tennert
6 John D. Tennert, Esq. (SBN 11728)
7 Wade Beavers, Esq. (SBN 13451)
8 7800 Rancharrah Parkway
9 Reno, NV 89511

10 *Attorneys for Gordon Ramsay*

11 Approved as to form and content by:

12 DATED February 3, 2021

13 LEBENSFELD SHARON & SCHWARTZ
14 P.C.

15 By: /s/ Alan M. Lebensfeld
16 Alan M. Lebensfeld, Esq.
17 (admitted *pro hac* vice)
18 140 Broad Street
19 Red Bank, New Jersey 07701

20 Mark J. Connot, Esq.
21 Kevin M. Sutehall, Esq.
22 FOX ROTHSCHILD LLP
23 1980 Festival Plaza Drive, #700
24 Las Vegas, NV 89135

25 *Attorneys for The Original Homestead*
26 *Restaurant, Inc*

Approved as to form and content by:

DATED February 3, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Emily A. Buchwald
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald

PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,

Attached is a redline with one revision to your last version. The Court did not find that the discovery concerning benefits was irrelevant based on a failure to allege offset as an affirmative defense or counterclaim. Neither Caesars nor the Development Parties had briefed that issue—the Judge raised it as a potential issue sua sponte, though ultimately did not make that particular finding in his decision.

If you are okay with this revision, you may affix my electronic signature and submit it the court.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Wednesday, February 3, 2021 9:28 AM
To: Emily A. Buchwald; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,
You may affix my e-signature.
Thanks,
John

John D. Tennert III, Director

FENNEMORE.

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



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

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: Emily A. Buchwald <eab@pisanellibice.com>
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

Cinda C. Towne

From: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Sent: Wednesday, February 3, 2021 9:26 AM
To: Emily A. Buchwald; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Subject: RE: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

You may apply my e-signature.

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

From: Emily A. Buchwald <eab@pisanellibice.com>
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld

Cinda C. Towne

From: Emily A. Buchwald
Sent: Wednesday, February 3, 2021 10:37 AM
To: Cinda C. Towne
Subject: Fwd: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Begin forwarded message:

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion
Date: February 3, 2021 at 10:29:30 AM PST
To: "Emily A. Buchwald" <eab@pisanellibice.com>

CAUTION: External Email

Yes, thanks.

From: Emily A. Buchwald [<mailto:eab@pisanellibice.com>]
Sent: Wednesday, February 03, 2021 12:19 PM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

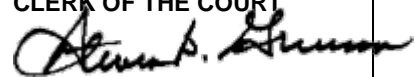
We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald

Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; 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

TAB 11



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

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

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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 Brittanie 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
JBailey@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511
jtennert@fclaw.com
wbeavers@fclaw.com

Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

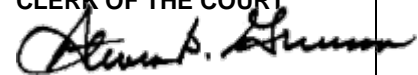
Mark J. Connot, Esq.
Kevin M. Sutehall, Esq.
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135
mconnot@foxrothschild.com
ksutehall@foxrothschild.com

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

Aaron D. Lovaas, Esq.
NEWMYER & DILLION LLP
3800 Howard Hughes Pkwy., Suite 700
Las Vegas, NV 89169
aaron.lovaa@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
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,
v.

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

Defendants,
and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

**ORDER (i) DENYING THE
DEVELOPMENT ENTITIES, ROWEN
SEIBEL, AND CRAIG GREEN'S
MOTION: (1) FOR LEAVE TO TAKE
CAESARS' NRCP 30(B)(6)
DEPOSITIONS; AND (2) TO COMPEL
RESPONSES TO WRITTEN DISCOVERY
ON ORDER SHORTENING TIME; AND
(ii) GRANTING CAESARS'
COUNTERMOTION FOR PROTECTIVE
ORDER AND FOR LEAVE TO TAKE
LIMITED DEPOSITION OF CRAIG
GREEN**

Date of Hearing: December 14, 2020

Time of Hearing: 9:30 a.m.

The Development Entities,¹ Rowen Seibel ("Seibel"), and Craig Green's ("Green") Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time ("Motion to Compel"), filed on November 20, 2020, and Caesars'² Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green ("Countermotion"), filed December 4, 2020, came before this Court for hearing on December 14, 2020, at 9:30 a.m. James J. Pisanelli, Esq. and Brittanie T. Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of the Seibel Parties.³

The Court having considered the Motion to Compel, the Countermotion, the Points and Authorities contained therein, and the oppositions and reply thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS as follows:

1. The Seibel Parties' requests for production, interrogatories, and NRCP 30(b)(6) topics at issue in their Motion to Compel are not relevant to this case and disproportionate under NRCP 26;

2. There is a distinction between the rebates or gratuities about which the Seibel Parties seek discovery, on the one hand, and the coercive conduct that Caesars alleges the Seibel Parties engaged in, on the other hand;

3. Discovery into the rebates, gratuities, or Caesars' accounting practices related to rebates are not relevant. Additionally, discovery for purposes of a purported set-off is not relevant;

¹ TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT"), are collectively referred to herein as the "Development Entities."

² PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City's ("CAC") are collectively referred to herein as Caesars.

³ The Development Entities, Green, and Seibel are collectively referred to herein as the "Seibel Parties."

4. The discovery sought by the Seibel Parties related to felony convictions of Caesars' employees is not relevant or germane to the case; and

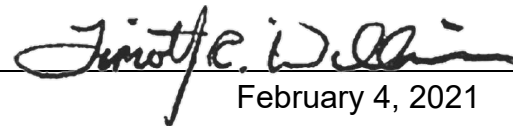
5. Caesars anticipated litigation when it became aware of Seibel's guilty plea on or about August 19, 2016. Therefore, August 19, 2016 is the controlling date for the common-interest privilege between Caesars and Gordon Ramsay.

In light of the foregoing, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The Seibel Parties' Motion to Compel shall be, and hereby is, DENIED; and

2. Caesars' Countermotion, shall be, and hereby is, GRANTED.

IT IS SO ORDERED.


February 4, 2021

ZJ

Respectfully submitted by:

Approved as to form and content by:

DATED February 3, 2021

DATED February 1, 2021

PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

By: /s/ Emily A. Buchwald, Bar #13442
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
Stephanie J. Glantz (SBN 14878)
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

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

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

1 Approved as to form and content by:

2 DATED February 3, 2021

3 FENNEMORE CRAIG, P.C.

4
5 By: /s/ John D. Tennert
6 John D. Tennert, Esq. (SBN 11728)
7 Wade Beavers, Esq. (SBN 13451)
8 7800 Rancharrah Parkway
9 Reno, NV 89511

10 *Attorneys for Gordon Ramsay*

11 Approved as to form and content by:

12 DATED February 3, 2021

13 LEBENSFELD SHARON & SCHWARTZ
14 P.C.

15 By: /s/ Alan M. Lebensfeld
16 Alan M. Lebensfeld, Esq.
17 (admitted *pro hac* vice)
18 140 Broad Street
19 Red Bank, New Jersey 07701

20 Mark J. Connot, Esq.
21 Kevin M. Sutehall, Esq.
22 FOX ROTHSCHILD LLP
23 1980 Festival Plaza Drive, #700
24 Las Vegas, NV 89135

25 *Attorneys for The Original Homestead*
26 *Restaurant, Inc*

Approved as to form and content by:

DATED February 3, 2021

NEWMAYER & DILLION LLP

By: /s/ Aaron D. Lovaas
Aaron D. Lovaas, Esq.
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169

Attorneys for GR Burgr, LLC

Cinda C. Towne

From: Emily A. Buchwald
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald

PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

CAUTION: External Email

Hi Emily,

Attached is a redline with one revision to your last version. The Court did not find that the discovery concerning benefits was irrelevant based on a failure to allege offset as an affirmative defense or counterclaim. Neither Caesars nor the Development Parties had briefed that issue—the Judge raised it as a potential issue sua sponte, though ultimately did not make that particular finding in his decision.

If you are okay with this revision, you may affix my electronic signature and submit it the court.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Wednesday, February 3, 2021 9:28 AM
To: Emily A. Buchwald; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; 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 | [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>; 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](#)

From: Emily A. Buchwald <eab@pisanellibice.com>
Sent: Wednesday, February 3, 2021 9:19 AM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>
Subject: [EXTERNAL]:RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Magali Mercera <mmm@pisanellibice.com>; Joshua Gilmore <JGilmore@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; John Bailey <JBailey@baileykennedy.com>; 'jtennert@fclaw.com' <jtennert@fclaw.com>; Alan Lebensfeld

Cinda C. Towne

From: Emily A. Buchwald
Sent: Wednesday, February 3, 2021 10:37 AM
To: Cinda C. Towne
Subject: Fwd: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Begin forwarded message:

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion
Date: February 3, 2021 at 10:29:30 AM PST
To: "Emily A. Buchwald" <eab@pisanellibice.com>

CAUTION: External Email

Yes, thanks.

From: Emily A. Buchwald [<mailto:eab@pisanellibice.com>]
Sent: Wednesday, February 03, 2021 12:19 PM
To: Paul Williams
Cc: James Pisanelli; Debra Spinelli; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Susan Russo; Magali Mercera; Joshua Gilmore; Stephanie Glantz; John Bailey; 'jtennert@fclaw.com'; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com; Aaron.Lovaas@ndlf.com
Subject: RE: Desert Palace v. Seibel: Draft Order Denying Motion to Compel and Granting Countermotion

Paul,

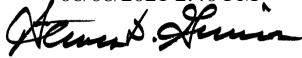
We can accept your revision, and will apply your e-signature. John, Alan, and Aaron, do we have your permission to affix your e-signature to the order?

Emily A. Buchwald

Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel: (702) 214-2100
Fax: (702) 214-2101
eab@pisanellibice.com | www.pisanellibice.com

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Monday, February 1, 2021 5:38 PM
To: Emily A. Buchwald <eab@pisanellibice.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; 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

TAB 12


CLERK OF THE COURT

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

*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").¹ 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;

¹ 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

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.

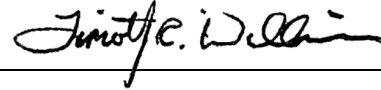
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall submit the following documents from their privilege log to the Court for *in camera* review within ten (10) days of notice of entry of this Order: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; 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 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
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.
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED 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

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

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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

<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 | [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

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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

<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

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

22 Diana Barton . db@pisanellibice.com

23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

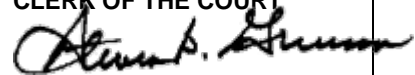
25 PB Lit . lit@pisanellibice.com

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Litigation Paralegal	bknotices@nv-lawfirm.com
11	Shawna Braselton	sbraselton@fennemorelaw.com
12	Nathan Rugg	nathan.rugg@bfkn.com
13	Steven Chaiken	sbc@ag-ltd.com
14	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
15	Brett Schwartz	brett.schwartz@lsandspc.com
16	Doreen Loffredo	dloffredo@foxrothschild.com
17	Christine Gioe	christine.gioe@lsandspc.com
18	Mark Connot	mconnot@foxrothschild.com
19	Joshua Feldman	jfeldman@certilmanbalin.com
20	Nicole Milone	nmilone@certilmanbalin.com
21	Trey Pictum	trey@mcnuttlawfirm.com
22	Monice Campbell	monice@envision.legal
23	Stephanie Glantz	sglantz@baileykennedy.com
24		
25		
26		
27		
28		

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

Karen Hippner	karen.hippner@lsandspc.com
Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com

TAB 13



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

*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
M. Magali Mercera, Esq., #11742
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*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.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
JBailey@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511
jtennert@fclaw.com
wbeavers@fclaw.com

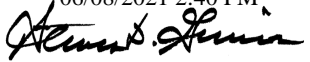
Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

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

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

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC


CLERK OF THE COURT

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

*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").¹ 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;

¹ 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

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.

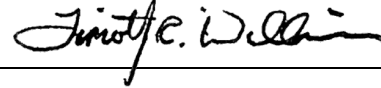
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall submit the following documents from their privilege log to the Court for *in camera* review within ten (10) days of notice of entry of this Order: CTRL00111548; CTRL00111549; CTRL00112143; CTRL00112144; CTRL00112145; CTRL00112146; 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



Respectfully submitted by:

DATED June 4, 2021

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
400 South 7th Street, Suite 300
Las Vegas, NV 89101

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

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

NS
AAA F5E 5E2F 4B5B
Timothy C. Williams
District Court Judge
Approved as to form and content by:

DATED May 27, 2021

LEBENSFELD SHARON & SCHWARTZ P.C.

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

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

*Attorneys for The Original Homestead
Restaurant, Inc*

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

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 214-2100

Fax: (702) 214-2101

mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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

<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 | [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 hoping 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 | www.pisanellibice.com



Please consider the environment before printing.

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

<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

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

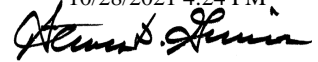
lit@pisanellibice.com

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Litigation Paralegal	bknotices@nv-lawfirm.com
11	Shawna Braselton	sbraselton@fennemorelaw.com
12	Nathan Rugg	nathan.rugg@bfkn.com
13	Steven Chaiken	sbc@ag-ltd.com
14	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
15	Brett Schwartz	brett.schwartz@lsandspc.com
16	Doreen Loffredo	dloffredo@foxrothschild.com
17	Christine Gioe	christine.gioe@lsandspc.com
18	Mark Connot	mconnot@foxrothschild.com
19	Joshua Feldman	jfeldman@certilmanbalin.com
20	Nicole Milone	nmilone@certilmanbalin.com
21	Trey Pictum	trey@mcnuttlawfirm.com
22	Monice Campbell	monice@envision.legal
23	Stephanie Glantz	sglantz@baileykennedy.com
24		
25		
26		
27		
28		

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

Karen Hippner	karen.hippner@lsandspc.com
Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Robert Ryan	rr@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com

TAB 14


CLERK OF THE COURT

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

*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").¹ 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;

¹ 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;
CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137;
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");²

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.

² 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.

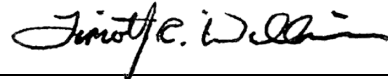
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall produce the Crime/Fraud Documents³ to the parties in this action within fourteen (14) days of notice of entry of this Order;

³ 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; CTRL003334493; CTRL003334494; CTRL003334495; CTRL003334496; CTRL003335096; CTRL003335097; CTRL003335098; CTRL003336394; CTRL003336395; CTRL003366278; CTRL003366279; CTRL003366280; CTRL003366281; CTRL003366614; CTRL003366615; CTRL003366616; 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; CTRL003366304; CTRL003366305; CTRL00338414; CTRL00338425; CTRL00338426; CTRL00338511; CTRL00338513; CTRL00338611; CTRL00338612; CTRL00339801; CTRL00339802; CTRL00339803; CTRL00339848; CTRL00339849; 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
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
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.
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 October 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

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 | [View Bio](#)



CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: 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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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

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

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

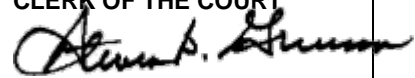
25 PB Lit . lit@pisanellibice.com

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Nathan Rugg	nathan.rugg@bfkn.com
11	Steven Chaiken	sbc@ag-ltd.com
12	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
13	Brett Schwartz	brett.schwartz@lsandspc.com
14	Doreen Loffredo	dloffredo@foxrothschild.com
15	Mark Connot	mconnot@foxrothschild.com
16	Joshua Feldman	jfeldman@certilmanbalin.com
17	Nicole Milone	nmilone@certilmanbalin.com
18	Karen Hippner	karen.hippner@lsandspc.com
19	Lawrence Sharon	lawrence.sharon@lsandspc.com
20	Emily Buchwald	eab@pisanellibice.com
21	Cinda Towne	Cinda@pisanellibice.com
22	Litigation Paralegal	bknotices@nv-lawfirm.com
23	Shawna Braselton	sbraselton@fennemorelaw.com
24		
25		
26		
27		
28		

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

Christine Gioe	christine.gioe@lsandspc.com
Trey Pictum	trey@mcnuttlawfirm.com
Monice Campbell	monice@envision.legal
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 15



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

*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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 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:

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

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

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511
jtennert@fclaw.com
wbeavers@fclaw.com

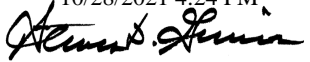
Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

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

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

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC


CLERK OF THE COURT

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

*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").¹ 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;

¹ 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;
CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137;
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");²

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.

² 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.

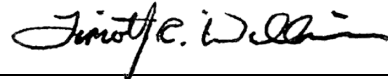
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Seibel Parties shall produce the Crime/Fraud Documents³ to the parties in this action within fourteen (14) days of notice of entry of this Order;

³ 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; CTRL003366278; CTRL003366279; CTRL003366280; CTRL003366281; CTRL003366614; CTRL003366615; CTRL003366616; 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; CTRL003366304; CTRL003366305; CTRL00338414; CTRL00338425; CTRL00338426; CTRL00338511; CTRL00338513; CTRL00338611; CTRL00338612; CTRL00339801; CTRL00339802; CTRL00339803; CTRL00339848; CTRL00339849; 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
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
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.
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 October 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

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 | [View Bio](#)



CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: 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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



Please consider the environment before printing.

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

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

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 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

25 PB Lit . lit@pisanellibice.com
26
27
28

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Nathan Rugg	nathan.rugg@bfkn.com
11	Steven Chaiken	sbc@ag-ltd.com
12	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
13	Brett Schwartz	brett.schwartz@lsandspc.com
14	Doreen Loffredo	dloffredo@foxrothschild.com
15	Mark Connot	mconnot@foxrothschild.com
16	Joshua Feldman	jfeldman@certilmanbalin.com
17	Nicole Milone	nmilone@certilmanbalin.com
18	Karen Hippner	karen.hippner@lsandspc.com
19	Lawrence Sharon	lawrence.sharon@lsandspc.com
20	Emily Buchwald	eab@pisanellibice.com
21	Cinda Towne	Cinda@pisanellibice.com
22	Litigation Paralegal	bknotices@nv-lawfirm.com
23	Shawna Braselton	sbraselton@fennemorelaw.com
24		
25		
26		
27		
28		

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

Christine Gioe	christine.gioe@lsandspc.com
Trey Pictum	trey@mcnuttlawfirm.com
Monice Campbell	monice@envision.legal
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com