

CASE NO. 84934

IN THE SUPREME COURT OF NEVADA

ROWEN SEIBEL AND GR BURGR, LLC,

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Elizabeth A. Brown
Clerk of Supreme Court

Appellants,

vs.

PHWLTV, LLC, AND GORDON RAMSAY,

Respondents,

District Court Case No. A-17-751759-B

APPENDIX TO APPELLANTS' OPENING BRIEF

VOLUME 20 OF 34

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APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 10th day of March, 2023, service of the foregoing was made by mandatory electronic service through the Nevada Supreme Court's electronic filing system and/or by email as agreed by the parties, and addressed to the following at their last known email address:

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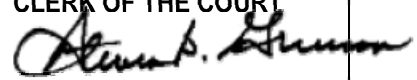
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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**APPENDIX OF EXHIBITS TO (1) THE
DEVELOPMENT ENTITIES AND ROWEN
SEIBEL'S OPPOSITION TO CAESAR'S
MOTION FOR SUMMARY JUDGEMENT
NO. 1; (2) OPPOSITION TO CAESAR'S
MOTION FOR SUMMARY JUDGMENT NO.
2; AND (3) OPPOSITION TO GORDON
RAMSAY'S MOTION FOR SUMMARY
JUDGMENT**

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502	Gordon Ramsay Burger November 2016 Menu	1	0021
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504	Gordon Ramsay Burger November 30, 2020	1	0023-0024
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506	April 23, 2014 Email	1	0032-0040
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518	Aug. 25, 2017 Order	1	0146-0178
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¹ Given the large number of exhibits, the Development Entities and Seibel utilize numbered exhibits (instead of letter exhibits) to make the exhibits easier to review and reference. Given that Caesars and Ramsay also utilize numbered exhibits, the Development Entities intentionally begin with Exhibit 500 to assist the Court and parties in differentiating between each side's exhibits.

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DATED this 30th day of March, 2021

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY
DENNIS L. KENNEDY
JOSHUA P. GILMORE
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STEPHANIE J. GLANTZ

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 30th day of March, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 500

EXHIBIT 500

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
CAESARS ENTERTAINMENT CORPORATION**

Dated as of February 8, 2012

CAESARS ENTERTAINMENT CORPORATION, a Delaware corporation (the "Corporation"), does hereby certify that:

FIRST: The present name of the Corporation is "CAESARS ENTERTAINMENT CORPORATION". The Corporation was originally incorporated by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware (the "DE Secretary") on November 2, 1989 under the name "THE PROMUS COMPANIES INCORPORATED".

SECOND: An Amended Certificate of Incorporation of the Corporation was filed with the DE Secretary on January 28, 2008.

THIRD: An Amended and Restated Certificate of Incorporation (the "Amended and Restated Certificate") was filed with the DE Secretary on November 22, 2010.

FOURTH: This Second Amended and Restated Certificate of Incorporation (this "Certificate") amends and restates in its entirety the Amended and Restated Certificate, and has been approved in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware and by the stockholders of the Corporation in accordance with Sections 228 and 245 of the General Corporation Law of the State of Delaware.

FIFTH: This Certificate shall become effective immediately upon its filing with the DE Secretary.

SIXTH: Upon the filing of this Certificate with the DE Secretary, the Amended and Restated Certificate shall be amended and restated in its entirety to read as set forth on Exhibit A attached hereto.

* * * * *

IN WITNESS WHEREOF, the undersigned, being the Vice President, Associate General Counsel and Corporate Secretary of the Corporation, **DOES HEREBY CERTIFY** that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of the date first above written.

**CAESARS ENTERTAINMENT
CORPORATION**

By: 

Name: Michael D. Cohen

Title: Senior Vice President, Deputy General
Counsel and Corporate Secretary

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
CAESARS ENTERTAINMENT CORPORATION**

**ARTICLE I
NAME OF THE CORPORATION**

The name of the corporation (the "Corporation") is: Caesars Entertainment Corporation.

**ARTICLE II
REGISTERED OFFICE; REGISTERED AGENT**

The address of the registered office of the Corporation in the State of Delaware is: 2711 Centerville Road, Suite 400, Wilmington, New Castle County, DE 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

**ARTICLE III
PURPOSE**

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

**ARTICLE IV
CAPITAL STOCK**

Section 4.1 Authorized Shares; Stock Split. The total number of shares of capital stock which the Corporation shall have authority to issue is 1,375,000,000 shares of capital stock, consisting of 1,250,000,000 shares of common stock, par value \$.01 per share (the "Common Stock"), and 125,000,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock"). Upon the filing of this Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time") each share of Common Stock outstanding immediately prior thereto (the "Old Common Stock") shall automatically, without further action on the part of the Corporation or any holder of such Common Stock, be reclassified as and shall become 1.742 validly issued, fully paid and nonassessable shares of Common Stock, as constituted following the Effective Time. The reclassification of the Old Common Stock into such new number of shares of Common Stock will be deemed to occur at the Effective Time, regardless of when any certificates previously representing such shares of Old Common Stock (if such shares are held in certificated form) are physically surrendered to the Corporation in exchange for certificates representing such new number of shares of Common Stock. After the Effective Time, certificates previously representing shares of Old Common Stock (if such shares are held in certificated form) will, until

such shares are surrendered to the Corporation in exchange for certificates representing such new number of shares of Common Stock, represent the number of shares of Common Stock into which such shares of Old Common Stock shall have been reclassified pursuant to this Section 4.1. In any case in which the reclassification of shares of Old Common Stock into shares of Common Stock would otherwise result in any holder of Common Stock holding a fractional share, the Corporation shall, in lieu of issuing any such fractional share, round such fractional interest up to the nearest whole number of shares of Common Stock.

Section 4.2 Preferred Stock. The Board of Directors is expressly authorized to provide for the issuance of all or any shares of the Preferred Stock in one or more series, to fix the number of shares constituting such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding) and to fix for each such series such voting powers, full or limited, or no voting powers, and such distinctive designations, powers, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such series including, without limitation, the authority to provide that any such series may be (a) subject to redemption at such time or times and at such price or prices; (b) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (c) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (d) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments, all as may be stated in such resolution or resolutions. Notwithstanding the foregoing, the rights of each holder of Preferred Stock shall be subject at all times to compliance with all gaming and other statutes, laws, rules and regulations applicable to the Corporation and such holder at that time.

Section 4.3 Common Stock.

(a) Dividends. Subject to the rights of holders of Preferred Stock, if any, when, as and if dividends are declared on the Common Stock, whether payable in cash, in property or in securities of the Corporation, the holders of Common Stock shall be entitled to share equally, share for share, in such dividends.

(b) Liquidation or Dissolution. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, holders of Common Stock shall receive a pro rata distribution of any remaining assets after payment of or provision for liabilities and the liquidation preference on Preferred Stock, if any.

(c) Voting Rights. The holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation. No holder of shares of Common Stock shall have the right to cumulate votes.

(d) Consideration for Shares. The Common Stock and Preferred Stock authorized by this Article shall be issued for such consideration as shall be fixed, from time to time, by the Board of Directors.

(e) Assessment of Stock. The capital stock of the Corporation, after the amount of the subscription price has been fully paid in, shall not be assessable for any purpose, and no stock issued as fully paid shall ever be assessable or assessed. No stockholder of the Corporation, to the fullest extent permitted by law, shall be individually liable for the debts or liabilities of the Corporation.

(f) Preemptive Rights. No stockholder of the Corporation shall have any preemptive rights by virtue of this Second Amended and Restated Certificate of Incorporation.

ARTICLE V GAMING AND REGULATORY MATTERS

Section 5.1 Definitions. For purposes of this Article V, the following terms shall have the meanings specified below:

(a) "Affiliate" (and derivatives of such term) shall have the meaning ascribed to such term under Rule 12b-2 promulgated by the SEC under the Exchange Act.

(b) "Affiliated Company" shall mean any partnership, corporation, limited liability company, trust or other entity directly or indirectly Affiliated or under common Ownership or Control with the Corporation including, without limitation, any subsidiary, holding company or intermediary company (as those or similar terms are defined under the Gaming Laws of any applicable Gaming Jurisdictions), in each case that is registered or licensed under applicable Gaming Laws.

(c) "Control" (and derivatives of such term) (i) with respect to any Person, shall have the meaning ascribed to such term under Rule 12b-2 promulgated by the SEC under the Exchange Act, (ii) with respect to any Interest, shall mean the possession, directly or indirectly, of the power to direct, whether by agreement, contract, agency or otherwise, the voting rights or disposition of such Interest, and (iii) as applicable, the meaning ascribed to the term "control" (and derivatives of such term) under the Gaming Laws of any applicable Gaming Jurisdictions).

(d) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(e) "Gaming" or "Gaming Activities" shall mean the conduct of gaming and gambling activities, race books and sports pools, or the use of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems, mobile gaming systems, inter-casino linked systems and related and associated equipment, supplies and systems.

(f) "Gaming Authorities" shall mean all international, national, foreign, domestic, federal, state, provincial, regional, local, tribal, municipal and other regulatory and licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation of Gaming within any Gaming Jurisdiction.

(g) "Gaming Jurisdictions" shall mean all jurisdictions, domestic and foreign, and their political subdivisions, in which Gaming Activities are or may be lawfully conducted, including, without limitation, all Gaming Jurisdictions in which the Corporation or any of the Affiliated Companies currently conducts or may in the future conduct Gaming Activities.

(h) "Gaming Laws" shall mean all laws, statutes and ordinances pursuant to which any Gaming Authority possesses regulatory, permit and licensing authority over the conduct of Gaming Activities, or the Ownership or Control of an Interest in an entity which conducts Gaming Activities, in any Gaming Jurisdiction, all orders, decrees, rules and regulations promulgated thereunder, all written and unwritten policies of the Gaming Authorities and all written and unwritten interpretations by the Gaming Authorities of such laws, statutes, ordinances, orders, decrees, rules, regulations and policies.

(i) "Gaming Licenses" shall mean all licenses, permits, approvals, orders, authorizations, registrations, findings of suitability, franchises, exemptions, waivers, concessions and entitlements issued by any Gaming Authority necessary for or relating to the conduct of Gaming Activities by any Person or the Ownership or Control by any Person of an Interest in an entity that conducts or may in the future conduct Gaming Activities.

(j) "Interest" shall mean the stock or other securities of an entity or any other interest or financial or other stake therein, including, without limitation, the Securities.

(k) "Own" or "Ownership" (and derivatives of such terms) shall mean (i) ownership of record, (ii) "beneficial ownership" as defined in Rule 13d-3 or Rule 16a-1(a)(2) promulgated by the SEC under the Exchange Act, and (iii) as applicable, the meaning ascribed to the terms "own" or "ownership" (and derivatives of such terms) under the Gaming Laws of any applicable Gaming Jurisdictions.

(l) "Person" shall mean an individual, partnership, corporation, limited liability company, trust or any other entity.

(m) "Redemption Date" shall mean the date set forth in the Redemption Notice by which the Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person are to be redeemed by the Corporation or any of its Affiliated Companies, which redemption date shall be determined in the sole and absolute discretion of the Board of Directors of the Corporation but which shall in no event be fewer than 45 calendar days following the date of the Redemption Notice, unless (i) otherwise required by a Gaming Authority or pursuant to any applicable Gaming Laws, (ii) prior to the expiration of such 45-day period, the Unsuitable Person shall have sold (or otherwise fully transferred or otherwise disposed of its Ownership of) its Securities to a Person that is not an Unsuitable Person (in which case, such Redemption Notice will only apply to those Securities that have not been sold or

otherwise disposed of) by the selling Unsuitable Person and, commencing as of the date of such sale, the purchaser or recipient of such Securities shall have all of the rights of a Person that is not an Unsuitable Person), or (iii) the cash or other Redemption Price necessary to effect the redemption shall have been deposited in trust for the benefit of the Unsuitable Person or its Affiliate and shall be subject to immediate withdrawal by such Unsuitable Person or its Affiliate upon (x) surrender of the certificate(s) evidencing the Securities to be redeemed accompanied by a duly executed stock power or assignment or (y) if the Securities are uncertificated, upon the delivery of a duly executed assignment or other instrument of transfer.

(n) "Redemption Notice" shall mean that notice of redemption delivered by the Corporation pursuant to this Article to an Unsuitable Person or an Affiliate of an Unsuitable Person if a Gaming Authority so requires the Corporation, or if the Board of Directors deems it necessary or advisable, to redeem such Unsuitable Person's or Affiliate's Securities. Each Redemption Notice shall set forth (i) the Redemption Date, (ii) the number and type of Securities to be redeemed, (iii) the Redemption Price and the manner of payment therefor, (iv) the place where any certificates for such Securities shall be surrendered for payment, and (v) any other requirements of surrender of the certificates, including how such certificates are to be endorsed, if at all.

(o) "Redemption Price" shall mean the price to be paid by the Corporation for the Securities to be redeemed pursuant to this Article, which shall be that price (if any) required to be paid by the Gaming Authority making the finding of unsuitability, or if such Gaming Authority does not require a certain price to be paid (including if the finding of unsuitability is made by the Board of Directors alone), that amount determined by the Board of Directors to be the fair value of the Securities to be redeemed; provided, that unless a Gaming Authority requires otherwise, the Redemption Price shall in no event exceed (i) the lowest closing price of such Securities reported on any of the domestic securities exchanges on which such Securities are listed on the date of the Redemption Notice or, if there have been no sales on any such exchange on such day, the average of the highest bid and lowest ask prices on all such exchanges at the end of such day, or (ii) if such Securities are not then listed for trading on any national securities exchange, then the mean between the representative bid and the ask price as quoted by another generally recognized reporting system, or (iii) if such Securities are not so quoted, then the average of the highest bid and lowest ask prices on such day in the domestic over-the-counter market as reported by Pink OTC Markets Inc. or any similar successor organization, or (v) if such Securities are not quoted by any recognized reporting system, then the fair value thereof, as determined in good faith and in the reasonable discretion of the Board of Directors. The Corporation may pay the Redemption Price in any combination of cash and/or promissory note as required by the applicable Gaming Authority and, if not so required (including if the finding of unsuitability is made by the Board of Directors alone), as determined by the Board of Directors, provided, that in the event the Corporation elects to pay all or any portion of the Redemption Price with a promissory note, such promissory note shall have a term of ten years, bear interest at a rate equal to three percent (3%) per annum and amortize in 120 equal monthly installments, and shall contain such other terms and conditions as the Board of Directors determines, in its discretion, to be necessary or advisable.

(p) "SEC" shall mean the U.S. Securities and Exchange Commission.

(q) "Securities" shall mean the capital stock of the Corporation and the capital stock, member's interests or membership interests, partnership interests or other equity securities of any Affiliated Company.

(r) "Transfer" shall mean the sale and every other method, direct or indirect, of transferring or otherwise disposing of an Interest, or the Ownership, Control or possession thereof, or fixing a lien thereupon, whether absolutely or conditionally, voluntarily or involuntarily, by or without judicial proceedings, as a conveyance, sale, payment, pledge, mortgage, lien, encumbrance, gift, security, or otherwise (including by merger or consolidation).

(s) "Unsuitable Person" shall mean a Person who (i) fails or refuses to file an application, or has withdrawn or requested the withdrawal of a pending application, to be found suitable by any Gaming Authority or for any Gaming License, (ii) is denied or disqualified from eligibility for any Gaming License by any Gaming Authority, (iii) is determined by a Gaming Authority to be unsuitable or disqualified to Own or Control any Securities, (iv) is determined by a Gaming Authority to be unsuitable to be Affiliated, associated or involved with a Person engaged in Gaming Activities in any Gaming Jurisdiction, (v) causes any Gaming License of the Corporation or any Affiliated Company to be lost, rejected, rescinded, suspended, revoked or not renewed by any Gaming Authority, or causes the Corporation or any Affiliated Company to be threatened by any Gaming Authority with the loss, rejection, rescission, suspension, revocation or non-renewal of any Gaming License (in each of (ii) through (v) above, regardless of whether such denial, disqualification or determination by a Gaming Authority is final and/or non-appealable), or (vi) is deemed likely, in the sole and absolute discretion of the Board of Directors, to (A) preclude or materially delay, impede, impair, threaten or jeopardize any Gaming License held by the Corporation or any Affiliated Company or the Corporation's or any Affiliated Company's application for, right to the use of, entitlement to, or ability to obtain or retain, any Gaming License, (B) cause or otherwise result in, the disapproval, cancellation, termination, material adverse modification or non-renewal of any material contract to which the Corporation or any Affiliated Company is a party, or (C) cause or otherwise result in the imposition of any materially burdensome or unacceptable terms or conditions on any Gaming License of the Corporation or any Affiliated Company.

Section 5.2 Compliance with Gaming Laws. All Securities shall be held subject to the restrictions and requirements of all applicable Gaming Laws. All Persons Owning or Controlling Securities shall comply with all applicable Gaming Laws, including any provisions of such Gaming Laws that require such Person to file applications for Gaming Licenses with, and provide information to, the applicable Gaming Authorities. Any Transfer of Securities may be subject to the prior approval of the Gaming Authorities and/or the Corporation or the applicable Affiliated Company, and any purported Transfer thereof in violation of such requirements shall be void *ab initio*.

Section 5.3 Ownership Restrictions. Any Person who Owns or Controls five percent (5%) or more of any class or series of the Corporation's Securities shall promptly notify the Corporation of such fact. In addition, any Person who Owns or Controls any shares of any class or series of the Corporation's Securities may be required by Gaming Law to (1) provide to the Gaming Authorities in each Gaming Jurisdiction in which the Corporation or any subsidiary thereof either conducts Gaming or has a pending application for a Gaming License all

information regarding such Person as may be requested or required by such Gaming Authorities and (2) respond to written or oral questions or inquiries from any such Gaming Authorities. Any Person who Owns or Controls any shares of any class or series of the Corporation's Securities, by virtue of such Ownership or Control, consents to the performance of any personal background investigation that may be required by any Gaming Authorities.

Section 5.4 Finding of Unsuitability.

(a) The Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be redeemable by the Corporation or the applicable Affiliated Company, out of funds legally available therefor, as directed by a Gaming Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Board of Directors, in which event the Corporation shall deliver a Redemption Notice to the Unsuitable Person or its Affiliate and shall redeem or purchase or cause one or more Affiliated Companies to purchase the Securities on the Redemption Date and for the Redemption Price set forth in the Redemption Notice. From and after the Redemption Date, such Securities shall no longer be deemed to be outstanding, such Unsuitable Person or Affiliate of such Unsuitable Person shall cease to be a stockholder, member, partner or owner, as applicable, of the Corporation and/or Affiliated Company with respect to such Securities, and all rights of such Unsuitable Person or Affiliate of such Unsuitable Person in such Securities, other than the right to receive the Redemption Price, shall cease. In accordance with the requirements of the Redemption Notice, such Unsuitable Person or its Affiliate shall surrender the certificate(s), if any, representing the Securities to be so redeemed.

(b) Commencing on the date that a Gaming Authority serves notice of a determination of unsuitability or disqualification of a holder of Securities, or the Board of Directors otherwise determines that a Person is an Unsuitable Person, and until the Securities Owned or Controlled by such Person are Owned or Controlled by a Person who is not an Unsuitable Person, it shall be unlawful for such Unsuitable Person or any of its Affiliates to and such Unsuitable Person and its Affiliates shall not: (i) receive any dividend, payment, distribution or interest with regard to the Securities, (ii) exercise, directly or indirectly or through any proxy, trustee, or nominee, any voting or other right conferred by such Securities, and such Securities shall not for any purposes be included in the Securities of the Corporation or the applicable Affiliated Company entitled to vote, or (iii) receive any remuneration that may be due to such Person, accruing after the date of such notice of determination of unsuitability or disqualification by a Gaming Authority, in any form from the Corporation or any Affiliated Company for services rendered or otherwise, or (iv) be or continue as a manager, officer, partner or director of the Corporation or any Affiliated Company.

Section 5.5 Notices. All notices given by the Corporation or an Affiliated Company pursuant to this Article, including Redemption Notices, shall be in writing and shall be deemed given when delivered by personal service, overnight courier, first-class mail, postage prepaid, addressed to the Person at such Person's address as it appears on the books and records of the Corporation or Affiliated Company.

Section 5.6 Indemnification. Any Unsuitable Person and any Affiliate of an Unsuitable Person shall indemnify and hold harmless the Corporation and its Affiliated

Companies for any and all losses, costs, and expenses, including attorneys' costs, fees and expenses, incurred by the Corporation and its Affiliated Companies as a result of, or arising out of, such Unsuitable Person's continuing Ownership or Control of Securities, failure or refusal to comply with the provisions of this Article, or failure to divest himself, herself or itself of any Securities when and in the specific manner required by the Gaming Authorities or this Article.

Section 5.7 Injunctive Relief. The Corporation shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Article and each Person who Owns or Controls Securities shall be deemed to have consented to injunctive or other equitable relief and acknowledged, by virtue of such Ownership or Control, that the failure to comply with this Article will expose the Corporation and the Affiliated Companies to irreparable injury for which there is no adequate remedy at law and that the Corporation and the Affiliated Companies shall be entitled to injunctive or other equitable relief to enforce the provisions of this Article.

Section 5.8 Non-Exclusivity of Rights. The right of the Corporation or any Affiliated Company to redeem Securities pursuant to this Article shall not be exclusive of any other rights the Corporation or any Affiliated Company may have or hereafter acquire under any agreement, provision of the bylaws of the Corporation or such Affiliated Company or otherwise. To the extent permitted under applicable Gaming Laws, the Corporation shall have the right, exercisable in the sole discretion of the Board of Directors, to propose that the parties, immediately upon the delivery of the Redemption Notice, enter into an agreement or other arrangement, including, without limitation, a divestiture trust or divestiture plan, which will reduce or terminate an Unsuitable Person's Ownership or Control of all or a portion of its Securities.

Section 5.9 Further Actions. Nothing contained in this Article shall limit the authority of the Board of Directors to take such other action, to the extent permitted by law, as it deems necessary or advisable to protect the Corporation or the Affiliated Companies from the denial or loss or threatened denial or loss of any Gaming License of the Corporation or any of its Affiliated Companies. Without limiting the generality of the foregoing, the Board of Directors may conform any provisions of this Article to the extent necessary to make such provisions consistent with Gaming Laws. In addition, the Board of Directors may, to the extent permitted by law, from time to time establish, modify, amend or rescind bylaws, regulations, and procedures of the Corporation not inconsistent with the express provisions of this Article for the purpose of determining whether any Person is an Unsuitable Person and for the orderly application, administration and implementation of the provisions of this Article. Such procedures and regulations shall be kept on file with the Secretary of the Corporation, the secretary of each of the Affiliated Companies and with the transfer agent, if any, of the Corporation and/or any Affiliated Companies, and shall be made available for inspection and, upon reasonable request, mailed to any record holder of Securities.

Section 5.10 Authority of the Board of Directors. The Board of Directors shall have exclusive authority and power to administer this Article and to exercise all rights and powers specifically granted to the Board of Directors or the Corporation, or as may be necessary or advisable in the administration of this Article. All such actions which are done or made by the Board of Directors in good faith shall be final, conclusive and binding on the Corporation and all

other Persons; provided, that the Board of Directors may delegate all or any portion of its duties and powers under this Article to a committee of the Board of Directors as it deems necessary or advisable.

Section 5.11 Severability. If any provision of this Article or the application of any such provision to any Person or under any circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Article.

Section 5.12 Termination and Waivers. Except as may be required by any applicable Gaming Law or Gaming Authority, the Board of Directors may waive any of the rights of the Corporation or any restrictions contained in this Article in any instance in which and to the extent the Board of Directors determines that a waiver would be in the best interests of the Corporation. Except as required by a Gaming Authority, nothing in this Article shall be deemed or construed to require the Corporation to repurchase any Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person.

Section 5.13 Legend. The restrictions set forth in this Article shall be noted conspicuously on any certificate evidencing the Securities in accordance with the requirements of the DGCL and any applicable Gaming Laws.

Section 5.14 Required New Jersey Charter Provisions.

(a) This Second Amended and Restated Certificate of Incorporation shall be deemed to include all provisions required by the New Jersey Casino Control Act, N.J.S.A. 5:12-1 et seq., as amended from time to time (the "New Jersey Act") and, to the extent that anything contained herein or in the bylaws of the Corporation is inconsistent with the New Jersey Act, the provisions of the New Jersey Act shall govern. All provisions of the New Jersey Act, to the extent required by law to be stated in this Second Amended and Restated Certificate of Incorporation, are incorporated herein by this reference.

(b) This Second Amended and Restated Certificate of Incorporation shall be subject to the provisions of the New Jersey Act and the rules and regulations of the New Jersey Casino Control Commission (the "New Jersey Commission") promulgated thereunder. Specifically, and in accordance with the provisions of Section 82(d)(7) of the New Jersey Act, the Securities of the Corporation are held subject to the condition that, if a holder thereof is found to be disqualified by the New Jersey Commission pursuant to the provisions of the New Jersey Act, the holder must dispose of such Securities in accordance with Section 5.4(a) of this Article and shall be subject to Section 5.4(b) of this Article.

(c) Any newly elected or appointed director or officer of, or nominee to any such position with, the Corporation, who is required to qualify pursuant to the New Jersey Act, shall not exercise any powers of the office to which such individual has been elected, appointed or nominated until such individual has been found qualified to hold such office or position by the New Jersey Commission in accordance with the New Jersey Act or the New Jersey Commission permits such individual to perform duties and exercise powers relating to any such position pending qualification, with the understanding that such individual will be immediately removed

from such position if the New Jersey Commission determines that there is reasonable cause to believe that such individual may not be qualified to hold such position.

ARTICLE VI MEETINGS; BOOKS AND RECORDS

Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. For so long as Apollo Management VI, L.P. and/or TPG Capital, L.P. and/or any of their respective affiliates owns or controls a majority in voting power of the outstanding capital stock of the Corporation entitled to vote, any action to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding Common Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of Common Stock entitled to vote thereon were present and voted and shall be delivered to the Corporation. From and after such time as Apollo Management VI, L.P. and/or TPG Capital, L.P., and/or any of their respective affiliates cease to beneficially own or control a majority in voting power of the outstanding capital stock of the Corporation entitled to vote, the stockholders may not in any circumstance take action by written consent in lieu of a meeting.

Subject to any rights of the holders of Preferred Stock as may be authorized by the Board of Directors in accordance with Section 4.2, unless otherwise prescribed by law, special meetings of stockholders, for any purpose or purposes, may only be called by a majority of the entire Board of Directors, and no other party shall be entitled to call special meetings.

The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

ARTICLE VII AMENDMENTS; BY-LAWS

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Second Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Any amendment, alteration, change or repeal (whether by merger, consolidation or otherwise) of Articles VI, VII and VIII of this Second Amended and Restated Certificate of Incorporation, or of the By-Laws of the Corporation, shall require the affirmative vote of the stockholders holding at least two-thirds (2/3) of the outstanding voting power of the Corporation, voting together as a single class. Notwithstanding the foregoing and in furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, adopt, alter, amend, change or repeal the By-Laws by resolution adopted by the affirmative vote of at least two-thirds (2/3) of the members of the entire Board of Directors.

ARTICLE VIII DIRECTORS; CLASSIFIED BOARD

(a) Unless and except to the extent that the By-Laws of the Corporation shall so require, elections of directors need not be by written ballot. At all meetings of the

stockholders for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote thereat.

(b) Subject to the rights of the holders of Preferred Stock as may be authorized by the Board of Directors in accordance with Section 4.2, the number of directors may be fixed from time to time only pursuant to a resolution adopted by two-thirds (2/3) of the members of the entire Board of Directors.

(c) Subject to the rights of the holders of Preferred Stock as may be authorized by the Board of Directors in accordance with Section 4.2, if any, upon the effectiveness of the Corporation's registration statement on Form S-1 with respect to its initial public offering of Common Stock, the directors shall be classified, with respect to the time for which they shall hold their respective offices, by dividing them into three (3) classes, to be known as "Class I," "Class II" and "Class III", with each class to be apportioned as nearly equal in number as possible. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board of Directors. Directors of Class I shall hold office until the next annual meeting of stockholders after such effectiveness and until their successors are duly elected and qualified, directors of Class II shall hold office until the second annual meeting of the stockholders after such effectiveness and until their successors are duly elected and qualified and directors of Class III shall hold office until the third annual meeting of stockholders after such effectiveness and until their successors are duly elected and qualified. At each annual meeting of stockholders following such effectiveness, successors to the directors of the class whose term of office expires at such annual meeting shall be elected to hold office until the third succeeding annual meeting of stockholders, so that the term of office of only one class of directors shall expire at each annual meeting.

(d) In the case of any increase or decrease, from time to time, in the number of directors of the Corporation, the number of directors (other than the directors elected by any series of Preferred Stock) in each class shall be apportioned as nearly equal as possible among the classes of directors. No decrease in the number of directors shall shorten the term of any incumbent director.

(e) Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected or appointed to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor. The term of each director shall continue until the annual meeting for the year in which his or her term expires and until his or her successor shall be duly elected and shall qualify, subject to such director's earlier death, resignation or removal in accordance with this Second Amended and Restated Certificate of Incorporation.

(f) Subject to any rights of the holders of Preferred Stock as may be authorized by the Board of Directors in accordance with Section 4.2, and except as otherwise prescribed by law, any vacancy in the Board of Directors that results from an increase in the number of directors, from the death, resignation or removal of any director or from any other cause shall be filled solely by a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director.

(g) Notwithstanding the foregoing provisions of this Article VIII, whenever the holders of any one or more series of Preferred Stock have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Second Amended and Restated Certificate of Incorporation and terms of such Preferred Stock applicable thereto, and such directors so elected shall not be divided into classes pursuant to this Article VIII unless expressly provided by the terms of such series of Preferred Stock.

(h) Upon the effectiveness of the Corporation's registration statement on Form S-1 with respect to its initial public offering of Common Stock, subject to any rights of the holders of Preferred Stock as may be authorized by the Board of Directors in accordance with Section 4.2, any director or the entire Board of Directors may be removed from office at any time, but only for cause and only by affirmative vote of at least two-thirds (2/3) of the total voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE IX

INDEMNIFICATION; ADVANCEMENT OF EXPENSES; EXCULPATION

(a) Right to Indemnification. The Corporation shall indemnify and hold harmless to the fullest extent permitted under and in accordance with the laws of the State of Delaware, as the same exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (hereinafter a "proceeding") by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee while serving as a director, officer or employee, against all expenses and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (c) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee, while serving as a director, officer or employee,

against all expenses and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974), reasonably incurred or suffered by such person in connection with the defense or settlement of such proceeding and such indemnification shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (c) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board; provided, further, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) Right of Claimant to Bring Suit. If a claim under paragraph (a) or (b) of this Section is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such proceeding (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such proceeding that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the proceeding or create a presumption that the claimant has not met the applicable standard of conduct.

(d) Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director of the Corporation) or may as authorized by the Board, to the fullest extent not prohibited by law (in the case of any action, suit or proceeding against an officer, trustee, employee or agent), be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article IX.

(e) Non-Exclusivity of Rights; Indemnification of Persons other than Directors, Officers and Employees. The indemnification and other rights set forth in this Article IX shall not be exclusive of any provisions with respect thereto in any statute, provision of this

Second Amended and Restated Certificate of Incorporation, the By-Laws of the Corporation or any other contract or agreement between the Corporation and any officer, director or employee. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation or any person (other than a person who is entitled to indemnification under clauses (a) or (b) of this Article IX) who was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, to the fullest extent of the provisions of this Article IX with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

(f) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise, against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(g) Amendment. Neither the amendment nor repeal of this Article IX (by merger, consolidation or otherwise), nor the adoption of any provision of this Second Amended and Restated Certificate of Incorporation inconsistent with Article IX, shall eliminate or reduce the effect of this Article IX in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article IX if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(h) Exculpation. No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director:

- (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) under Section 174 of the DGCL; or
- (iv) for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

The rights to indemnification and advancement of expenses conferred upon directors and officers of the Corporation in this Article IX shall be contract rights, shall vest

when such person becomes a director or officer of the Corporation and shall continue as vested contract rights. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director or officer of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE X NO CONFLICT

Neither any contract or other transaction between the Corporation and any other corporation, partnership, limited liability company, joint venture, firm, association, or other entity (an "Entity"), nor any other acts of the Corporation with relation to any other Entity will, in the absence of fraud, to the fullest extent permitted by applicable law, in any way be invalidated or otherwise affected by the fact that any one or more of the directors or officers of the Corporation are pecuniarily or otherwise interested in, or are directors, officers, partners, or members of, such other Entity (such directors, officers, and Entities, each a "Related Person"). Any Related Person may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact that person is a Related Person is disclosed or is known to the Board or a majority of directors present at any meeting of the Board at which action upon any such contract or transaction is taken, and any director of the Corporation who is also a Related Person may be counted in determining the existence of a quorum at any meeting of the board of directors during which any such contract or transaction is authorized and may vote thereat to authorize any such contract or transaction, with like force and effect as if such person were not a Related Person. Any director of the Corporation may vote upon any contract or any other transaction between the Corporation and any subsidiary or affiliated entity without regard to the fact that such person is also a director or officer of such subsidiary or affiliated entity.

Any contract, transaction or act of the Corporation or of the directors that is ratified at any annual meeting of the stockholders of the Corporation, or at any special meeting of the stockholders of the Corporation called for such purpose, will, insofar as permitted by applicable law, be as valid and as binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify any such contract, transaction or act, when and if submitted, will not be deemed in any way to invalidate the same or deprive the Corporation, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

Subject to any express agreement that may from time to time be in effect, (x) any director or officer of the Corporation who is also an officer, director, employee, managing director or other affiliate of either Apollo Management VI, L.P., on behalf of its investment funds ("Apollo"), and/or TPG Capital, L.P. ("TPG") or any of their respective affiliates (collectively, the "Managers") and (y) the Managers and their affiliates, may, and shall have no duty not to, in each case on behalf of the Managers or their affiliates (the persons and entities in clauses (x) and (y), each a "Covered Manager Person"), to the fullest extent permitted by applicable law, (i) carry on and conduct, whether directly, or as a partner in any partnership, or as a joint venturer in any joint venture, or as an officer, director or stockholder of any corporation, or as a participant in any syndicate, pool, trust or association, any business of any kind, nature or description, whether or not such business is competitive with or in the same or similar lines of business as the Corporation, (ii) do business with any client, customer, vendor or

lessor of any of the Corporation or its affiliates, and (iii) make investments in any kind of property in which the Corporation may make investments. To the fullest extent permitted by Section 122(17) of the DGCL, the Corporation hereby renounces any interest or expectancy of the Corporation to participate in any business of the Managers or their affiliates, and waives any claim against a Covered Manager Person and shall indemnify a Covered Manager Person against any claim that such Covered Manager Person is liable to the Corporation or its stockholders for breach of any fiduciary duty solely by reason of such person's or entity's participation in any such business.

In the event that a Covered Manager Person acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (x) the Covered Manager Person, in his or her Apollo-related capacity or TPG-related capacity, as the case may be, or Apollo or TPG, as the case may be, or its affiliates and (y) the Corporation, the Covered Manager Person shall not, to the fullest extent permitted by applicable law, have any duty to offer or communicate information regarding such corporate opportunity to the Corporation. To the fullest extent permitted by Section 122(17) of the DGCL, the Corporation hereby renounces any interest or expectancy of the Corporation in such corporate opportunity and waives any claim against each Covered Manager Person and shall indemnify a Covered Manager Person against any claim, that such Covered Manager Person is liable to the Corporation or its stockholders for breach of any fiduciary duty solely by reason of the fact that such Covered Manager Person (i) pursues or acquires any corporate opportunity for its own account or the account of any affiliate, (ii) directs, recommends, sells, assigns, or otherwise transfers such corporate opportunity to another person or (iii) does not communicate information regarding such corporate opportunity to the Corporation, provided, however, in each case, that any corporate opportunity which is expressly offered to a Covered Manager Person in writing solely in his or her capacity as an officer or director of the Corporation shall belong to the Corporation.

Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article X.

This Article X may not be amended, modified or repealed without the prior written consent of each of the Managers.

ARTICLE XI FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL or the Corporation's certificate of incorporation or bylaws, (d) any action to interpret, apply, enforce or determine the validity of the Corporation's certificate of incorporation or bylaws or (e) any action asserting a claim governed by the internal affairs doctrine, in each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any

interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

ARTICLE XII

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

EXHIBIT 501

EXHIBIT 501

SNACKS

Fury Chicken Wings \$14 / \$13
fancy hellfire blue cheese wings

Beer Battered Maui Onion Rings \$9 / \$8
parmigiano-reggiano + chipotle ketchup
+ cheddar ranch dip

Roasted Jalapeño Poppers \$12 / \$11
cheddar bacon + cheddar ranch + *one hellfire jalapeño*

Hummus \$10 / \$9
flat bread + veggie sticks

Honey-Pig Bao Buns \$13 / \$12
roasted pork belly + cucumber + radish
+ cilantro + honey-holier sauce

Five Spice Chicken Siders \$12 / \$11
cornflake breaded + siracha mayo
+ pickled scallions + arugula

GREENS & SALAD

Kale Granny-Apple Caesar Salad \$12 / \$11
parmigiano-reggiano cheese
+ mini herb-garlic croutons

Soba Noodle Chicken Salad \$13 / \$12
siracha chicken + edamame + carrots
+ cucumber + avocado + sesame seeds
+ cilantro-honey-peanut dressing

DEVIL DAUGS

all natural beef snap-dogs simmered in
hellfire sauce / grilled over apple & cedar wood

Standard Dawg \$12 / \$11
mustard + ketchup + pickle + onion

Fresh Roasted Chili Dawg \$13 / \$12
roasted fresco pepper + jalapenos
+ cheddar cheese + avocado
+ red onion + chipotle ketchup

BURGERS*

grilled over apple & cedar wood

Blue Burger \$14 / \$13
maytag blue cheese + arugula

American Burger \$13 / \$12
american cheese + butter lettuce + tomato
+ pickle + onion

Hell's Kitchen Burger \$14 / \$13
asadero cheese + roasted jalapeño peppers + avocado
+ oven roasted tomato

Uber Cheese Burger \$15 / \$14
fontina cheese + raclette cheese + goat cheese

Euro Burger \$16 / \$15
truffle oil + goat cheese + arugula
+ oven roasted tomato

Charterelle Burger \$16 / \$15
charterelle mushrooms + arugula + figgy-onion jam

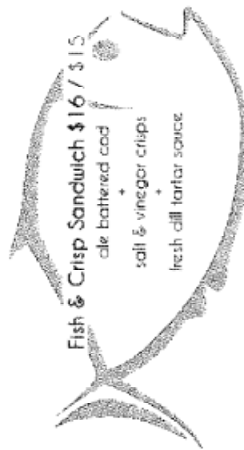
Britannia Burger \$14 / \$13
english sharp cheddar + mango chutney + arugula

Earth Burger (no meat) \$15 / \$14
grilled portobello mushroom + fontina cheese
+ arugula + roasted tomato

Farm Burger \$15 / \$14
duct breast bacon + english sharp cheddar + fried egg

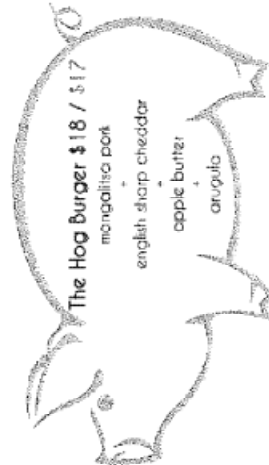
Dannation Chicken Burger \$14 / \$13
fiery hot mayo + maytag blue cheese + celery & carrot slaw

Southern Yardbird Burger \$14 / \$13
chicken burger + sharp cheddar + mustard bbq sauce
+ pickle + butter lettuce



Fish & Crisp Sandwich \$16 / \$15

ale battered cod
+ salt & vinegar crisps
+ fresh dill tartar sauce



The Hog Burger \$18 / \$17

mangalita pork
+ english sharp cheddar
+ apple butter
+ arugula

FRIES

Sweet Potato Fries \$9 / \$8
vanilla powdered sugar + honey
jalapeño mayo

Truffle Parmesan Fries \$11 / \$10
hand cut fries + truffle parmesan
+ truffle salt + truffle oil

Just Fries \$8 / \$7
hand cut fries + cheddar ketchup
+ curry ketchup

Total Rewards pricing in orange

SUGAR FIX

Shake #1 - \$9 / \$8
caramel pudding + chocolate shake
+ toffee cookie

Shake #2 - \$9 / \$8
coconut pudding + strawberry shake + chocolate cookie

Shake #3 - \$9 / \$8
butterscotch pudding + banana shake
+ snicker-doodle cookie

Shake #4 - \$9 / \$8
crème brûlée pudding + oreo shake + oreo cookie

Shake #5 - \$9 / \$8
chocolate hazelnut pudding + coffee shake
+ praline cookie

Slicky Toffee Pudding \$7 / \$6
Push Up Pops (2)
salted peanut ice cream

BEVERAGES

Fresh Brewed Coffee \$4
regular or decaffeinated

Fresh Brewed Iced Tea \$4

Bottled Water
evian small 4 large 7
badolli sparkling small 4 large 7

Fountain Drinks \$4

pepsi + diet pepsi + mountain dew + sierra mist
+ meig rootbeer + raspberry tea

Specialty Bottled Sodas \$5

dr. brown's rootbeer + dr. brown's cream soda
+ dr. brown's orange soda

* Thoroughly cooking food prepared on open, smoking bar not
limited to beef, eggs, fish, milk, poultry, or shellfish products.
The use of food containing alcohol, strong odors, and/or liquids
will constitute a violation of the health code. All food
labels are conducted per the health code.

EXHIBIT 502

EXHIBIT 502

SNACKS

Pork Belly Hot Pockets \$12
pork belly • bacon • marinara • butter dough
• tomato jam • herb oil

Ahi Poke Sliders \$14
ahi tuna • sriracha mayo • cabbage • onion
• crispy onion • jalapeno oil • turkey fat

Fury Chicken Wings \$14
lemon • hot sauce • cheese • onion

Beer Battered Maui Onion Rings \$9
pampano • onion • cheese • onion

Roasted Jalapeño Poppers \$12
cheddar • bacon • cheddar • onion

Hummus \$10
hummus • olive oil • lemon • onion

GREENS & SALAD

Kale Granny-Apple Caesar Salad \$13
pampano • apple • cheese • onion

Farro-Quinoa & Chicken Salad \$14
herbed chicken • farro • red quinoa • cucumber
• avocado • lemon • onion • olive oil

DEVIL DAWGS
oil • natural beef • nap • onion • onion

Standard Dango \$12
mustard • onion • onion • onion

Fresh Roasted Chili Dango \$13
mustard • onion • onion • onion

Blue Burger \$14
mayo • blue cheese • onion

American Burger \$15
american cheese • onion • onion

Hell's Kitchen Burger \$15
cheddar • onion • onion • onion

Uber Cheese Burger \$15
cheddar • onion • onion • onion

Euro Burger \$16
cheddar • onion • onion • onion

Truffle Burger \$21
cheddar • onion • onion • onion

Chonterelle Burger \$16
cheddar • onion • onion • onion

Britannia Burger \$15
cheddar • onion • onion • onion

Earth Burger (no meat) \$16
potato • onion • onion • onion

Farm Burger \$15
cheddar • onion • onion • onion

Turkey Burger \$14
cheddar • onion • onion • onion

Southern Yardbird \$14
cheddar • onion • onion • onion

Fish & Chip Sandwich \$17
fish • onion • onion • onion

Sweet Potato Fries \$11
sweet potato • onion • onion • onion

Glooby Fries \$13
cheddar • onion • onion • onion

Truffle Potato Fries \$11
truffle • onion • onion • onion

SUGAR FLIX
Shake #1 - \$9
chocolate • onion • onion • onion

Shake #2 - \$9
chocolate • onion • onion • onion

Shake #3 - \$9
chocolate • onion • onion • onion

Shake #4 - \$9
chocolate • onion • onion • onion

Shake #5 - \$9
chocolate • onion • onion • onion

Sticky Toffee Pudding \$7
pudding • onion • onion • onion

Push Up Pops (2)
pudding • onion • onion • onion

BEVERAGES

Fresh Brewed Coffee \$4
regular • decaffeinated

Fresh Brewed Iced Tea \$4
regular • decaffeinated

Bottled Water
small • large • small • large

Fountain Drinks \$4
pepsi • diet pepsi • mountain dew

Specialty Bottled Sodas \$5
diet • brown • orange • lemon

EXHIBIT 503

EXHIBIT 503

SMUCKS

- Duck Poppers 14**
piquillo peppers, white cheddar, duck bacon, duck confit, chipotle ranch
- Kettle Chip Nachos 14**
shredded corned beef, short rib, sour cream, english cheddar cheese sauce
- Hellfire Chicken Wings 14**
large hellfire blue cheese wings
- Burnt Ends Poutine 15**
fries, burnt ends, black pepper gravy, cheddar cheese curds, pickled onions
- Hummus V 11** GF, wheat-free, soy-free
flat bread, veggie sticks
- Street Corn Dip V 12**
elote style corn, jalapeno, Fresno peppers, mayo, cotija, parmesan cheese, lime, cilantro, corn chips
- Chicken Saltimbocca Sliders 14**
perme ham, sage, lemon aioli, arugula, buffalo mozzarella

SOUP & SALADS

- Smoked Tomato Soup V 9** GF, wheat-free, soy-free
smoked tomato soup, pepper relish, crème fraîche, olive oil
- Black Garlic Caesar V 15**
black garlic dressing, kale, fresas, romaine, garlic croutons, parmesan cheese, lemon zest
- Greek Quinoa V 15**
red wine vinaigrette, carrots, feta, pine nuts, cucumber, sweet peppers, iceberg, red quinoa, freshah, scallions
- Hellfire Chicken Salad 16**
crispy chicken skewer, fried chicken skin, iceberg, bibb lettuce, marinated tomatoes, shaved carrots, cucumber, arrophane blue cheese, cheddar ranch, hellfire sauce, avocado

V - Vegetarian GF - Gluten-Free

SPECIALTIES

- Fish and Crisps Burger 17**
yuzu-dill mayo, salt and vinegar crisps
- *Hog Burger 19**
mangalita pork, mangalita bacon, bbq pork, white cheddar, pickles, crispy onion, slaw
- Lobster and Shrimp Burger 26**
pan seared lobster and tiger shrimp patty, pickled vegetables, herb aioli, frisée lettuce

DAVIES

- Straight Up Dawg 13**
sausage, yellow mustard, ketchup, pickle, white onion
- Hog Dawg 15**
bacon wrapped sahnell, cheese sauce, bbq pulled pork, cabbage slaw, pickles, crispy onion strings

FRIES & ONION RINGS

- Truffle Parmesan Fries V GF 12**
truffle aioli, house ketchup
- Just Fries V GF 8**
chipotle ketchup, curry ketchup
- Sweet Potato Fries V 9**
vanilla powdered sugar, honey, jalapeno mayo
- Beer Battered Onion Rings V 9**
parmesan-reggiano, chipotle ketchup, cheddar ranch dip

BURGERS

- substitute the Vegetarian Impossible Burger Patty for an additional 6
- *Hells' Kitchen Burger 17**
asaadero cheese, roasted jalapenos, avocado, roasted tomatoes, jalapeno aioli
- *Stout Burger 16**
guinness mustard aioli, gruyere, mushrooms, crispy onions
- *Backyard Burger 16**
american cheese, butter lettuce, tomato, pickle, onion
- *Farmhouse Burger 17**
dubliner cheese, mangalita bacon, fried egg
- *U.K. Burger 16**
dubliner cheese, major grey's chutney, arugula
- *Crown Burger 16**
aged mimolite cheese, arugula, fine herb aioli, dried tomatoes
- *Ultimate Cheeseburger 17**
aged provolone, dubliner, bourain

BEVERAGES

- Fresh Brewed Coffee 4**
- Fresh Brewed Iced Tea 4**
- Fountain Drinks 4**
- pepsi
- diet popsi
- mountain dew
- mist twist
- mg rootbeer
- lemonade
- Bottled Water
- Aquafina 5
- Perrier 6
- Fiji 7

SWEETS

- **Brown Butter Caramel Pecan Shake 9**
brown butter ice cream, candied pecan shortbread crumble
- **Crème Brûlée Shake 10**
chocolate or cran milkshake with a crème brûlée top
- **Chocolate Caramel Tart 7**
milk chocolate cream, hazelnut ice cream, hazelnut crunch, milk chocolate
- **White and Milk Chocolate Parfait 7**
berries, lemon caramel, oatmeal strawnel, shortbread cookies
- **Sticky Toffee Pudding Ice Cream Sandwich 9**
sticky toffee pudding, cookies, brown butter ice cream center

*Strongly suggest limit 4 ordered items, including but not limited to: 200, 400, 600, 800, 1000, 1200, 1400, 1600, 1800, 2000, 2200, 2400, 2600, 2800, 3000, 3200, 3400, 3600, 3800, 4000, 4200, 4400, 4600, 4800, 5000, 5200, 5400, 5600, 5800, 6000, 6200, 6400, 6600, 6800, 7000, 7200, 7400, 7600, 7800, 8000, 8200, 8400, 8600, 8800, 9000, 9200, 9400, 9600, 9800, 10000, 10200, 10400, 10600, 10800, 11000, 11200, 11400, 11600, 11800, 12000, 12200, 12400, 12600, 12800, 13000, 13200, 13400, 13600, 13800, 14000, 14200, 14400, 14600, 14800, 15000, 15200, 15400, 15600, 15800, 16000, 16200, 16400, 16600, 16800, 17000, 17200, 17400, 17600, 17800, 18000, 18200, 18400, 18600, 18800, 19000, 19200, 19400, 19600, 19800, 20000, 20200, 20400, 20600, 20800, 21000, 21200, 21400, 21600, 21800, 22000, 22200, 22400, 22600, 22800, 23000, 23200, 23400, 23600, 23800, 24000, 24200, 24400, 24600, 24800, 25000, 25200, 25400, 25600, 25800, 26000, 26200, 26400, 26600, 26800, 27000, 27200, 27400, 27600, 27800, 28000, 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EXHIBIT 504

EXHIBIT 504

Cocktails 18.00

Oh' Bloody Hell

absolut peppar, house bloody mary mix, crispny prosciutto, buffalo mozzarella, basil

Chamborita

jose cuervo silver tequila, fresh raspberries, fresh lemon / lime, chambord

El Fuego

tanteo jalapeño tequila, giffard pamplemousse, red grapefruit, fresh squeezed lime

Pear & Apple White Sangria

prunotto moscato, absolut pears, chardonnay, granny smith, brown sugar, cinnamon stick

Red Sangria

hennessy v.s., the keaton red blend, red apples, oranges, sierra mist

WINE

Sparkling

gl	btl
15	70
14	65
135	

White

Ferrari-Carano, Chardonnay, Sonoma County, California	gl	btl
Franciscan Estate, Chardonnay, Napa Valley, California	15	70
Maso Canali, Pinot Grigio "Trentino", Alto-Adige, Italy	14	65
Saint M. Riesling, Pfalz, Germany	16	75
Stag's Leap Wine Cellars, "Karlse" Chardonnay, Napa Valley, California	18	85

Red

Alamos, "Selección" Malbec, Mendoza, Argentina	gl	btl
Meiomi, Pinot Noir, California	16	75
Chateau Ste. Michelle, "Indian Wells"	16	75
Cabernet Sauvignon, Columbia Valley, Washington	16	75
Ferrari-Carano, Merlot, Sonoma County, California	15	70
Justin, Cabernet Sauvignon, Paso Robles, California	17	80
Bonanza, Cabernet, California	15	70



jeđunq RAMSAY GORDON

GORDON RAMSAY burger



Cocktails 18.00

Skinny Dip

skinny girl tangerine vodka, tangerine, fresh lemon / lime, mint

Behind the Woodshed

woodford reserve, blackberry, orange curaçao, fresh lemon, soda

Irish Goodbye

slane irish whiskey, belching beaver peanut butter milk stout, giffard banane du brésil, vanilla

London Ginny

hendrick's gin, strawberry - rhubarb purée, fresh lemon / lime, basil

52 oz Fishbowl Cocktails 45.00

choose from oh bloody hell, chamborita, pear & apple white sangria or red sangria

BEER

Draught

7Five Training Day Golden Ale	Miller Lite
Angry Orchard	New Belgium Fat Tire
Crisp Apple Cider	Amber Ale
Ballast Point Mango Even	Pacifico Clara
Keel Session IPA	Peroni Nastro Azzurro
Belching Beaver Peanut Butter Milk Stout	Rince Cochon
Blue Moon Belgian White	Saint Archer IPA
Brooklyn Lager	Samuel Adams Boston Lager
Coors Light	Samuel Adams Kosmic Sour
Corona Premier	Sierra Nevada Kellerweis
Deschutes Fresh Haze IPA	Squatters Hop
Firestone Walker 805	Rising Double IPA
Guinness	Stella Artois
Hop Valley Citrus Mistress IPA	Stone Arrogant Bastard Ale
Innis & Gunn	Stone Hell's Kitchen House IPA
Lagunitas IPA	Unibroe La Fin du Monde
Magic Hat #9	

Beer Flights 19.00

four 5 oz. pours of any of our draught selections

Bottle

Ballast Point Sculptin IPA	Miller 64
Corona Extra	Newcastle Brown Ale
Heineken	Sharps NA

SNACKS

- Kettle Chip Nachos 15.⁹⁹
shredded corned beef, short rib, sour cream,
english cheddar cheese sauce
- Hellfire Chicken Wings 15.⁹⁹
tangy hellfire blue cheese wings
- Hummus V 13.⁹⁹
flat bread, veggie sticks
GF - without flat bread
- Street Corn Dip V 13.⁹⁹
elote style corn, jalapeño, fresno peppers, mayo,
cotija, parmesan cheese, lime, cilantro, corn chips
- Beer Battered Onion Rings V 9.⁹⁹
parmigiano-reggiano, chipotle ketchup,
cheddar ranch dip

SOUPS & SALADS

- Smoked Tomato Soup V 11.⁹⁹
smoked tomato soup, pepper relish,
creme fraiche, chive oil
GF - without crouton
- Black Garlic Caesar V 16.⁹⁹
black garlic dressing, kale, frisée, romaine,
garlic crouton, parmesan cheese, lemon zest
- Hellfire Chicken Salad 17.⁹⁹
crispy chicken skewer, iceberg, bibb lettuce,
marinated tomatoes, shaved carrots,
cucumber, blue cheese, cheddar ranch,
hellfire sauce, avocado

V - Vegetarian GF - Gluten-Free

SPECIALTIES

Hog Burger* 19.⁹⁹
mangalitsa pork, bacon, bbq pork, dubliner cheese, pickles, crispy onion, slaw

DAWG & FISH

- Straight Up Dawg 14.⁹⁹
sabrret, yellow mustard, ketchup, pickle, white onion
- Hog Dawg 17.⁹⁹
bacon wrapped sabrret, cheese sauce, bbq pulled pork,
cabbage slaw, pickles, crispy onion strings
- Fish and Crisps Burger 17.⁹⁹
citrus tartar, lemon cabbage slaw, salt and vinegar crisps

FRIES

- Truffle Parmesan Fries V | GF 11.⁹⁹
truffle aioli, house ketchup
- Just Fries V | GF 8.⁹⁹
chipotle ketchup, curry ketchup
- Sweet Potato Fries V 9.⁹⁹
vanilla powdered sugar, honey jalapeño mayo

BURGERS

substitute a vegetarian plant-based patty for an additional 6.⁰⁰

- Hell's Kitchen Burger* 17.⁹⁹
asadero cheese, roasted jalapeños, avocado,
roasted tomatoes, jalapeño aioli
- Stout Burger* 16.⁹⁹
guinness mustard aioli, gruyère cheese,
mushrooms, crispy onions
- Backyard Burger* 16.⁹⁹
american cheese, butter lettuce, tomato,
pickle, onion
- Farmhouse Burger* 17.⁹⁹
dubliner cheese, bacon, fried egg
- Ultimate Cheeseburger* 17.⁹⁹
aged provolone, dubliner, boursin
- Crispy Cherry Pepper Chicken 17.⁹⁹
crispy chicken patty, fried chicken skins, avocado,
marinated tomato, butter lettuce, cherry pepper spread
- Blue Cheeseburger* 16.⁹⁹
blue cheese, manchego cheese, figgy jam, arugula,
cider vinegar reduction, spicy mayo
- Forest Burger* 17.⁹⁹
tremor cheese, seasonal forest mushrooms, arugula,
duck bacon
- Truffle Burger* 25.⁹⁹
tremor cheese, bacon, truffle butter, frisée, pickled shallot,
fried egg, truffle aioli

* Thoroughly cooking food of animal origin, including but not limited to beef, eggs, fish, milk, poultry, or shell stock reduces the risk of food borne illness. Young children, elderly, individuals with certain health conditions may be at a higher risk if these foods are consumed raw or uncooked.

SWEETS

- Brown Butter Caramel Pecan Shake** 8.⁹⁹
brown butter ice cream, pecan shortbread crumble
- Crème Brûlée Shake** 9.⁹⁹
choice of chocolate or oreo milkshake, crème brûlée
- Sticky Toffee Ice Cream Sandwich** 9.⁹⁹
sticky toffee pudding 'cookies', brown butter ice cream

BEVERAGES

- Specialty Mocktails 7.⁰⁰
- Fountain Drinks 5.⁰⁰
diet pepsi | mountain dew | sierra mist twist
mug rootbeer | lemonade
- Aquaafina 5.⁰⁰
- Perrier 6.⁰⁰
- Fiji 7.⁰⁰
- Energy Drink 7.⁰⁰
red bull | sugarfree | yellow edition
orange edition | coconut edition
- Fresh Brewed Coffee 5.⁰⁰
- Fresh Brewed Iced Tea 5.⁰⁰

**Some products contain nuts.

EXHIBIT 505

EXHIBIT 505

From: Celena Haas
Sent: Monday, August 05, 2013 9:19 PM
To: Jeffrey Frederick; Rowen (rowen900@gmail.com)
Subject: FW: Step Into the Fire and Savor Hot New Menu Items at Gordon Ramsay BurGR at Planet Hollywood
Attachments: release.BURGR_Main Room.jpg; release.BURGR_Southern yardburger burger.jpg; release.BURGR_FireWall_.jpg; release.BURGR_FishAndCrispSandwich.jpg

FYI press release sent last week with new photos....

Fire wall looks great!

Celena Haas-Stacey | Director of Public Relations

Caesars Entertainment - Las Vegas Region

3570 Las Vegas Blvd. South LV, NV 89109

chaas@caesars.com | C: 702.400.3687

From: Michelle Monson
Sent: Wednesday, July 31, 2013 11:24 AM
To: Michelle Monson
Subject: Step Into the Fire and Savor Hot New Menu Items at Gordon Ramsay BurGR at Planet Hollywood



Step Into the Fire and Savor Hot New Menu Items at Gordon Ramsay BurGR at Planet Hollywood Resort & Casino

Gordon Ramsay BurGR debuts electrifying flame wall and bold new dishes

Suggested Tweet – Flame wall and bold new dishes debuted @gordonramsay #BurGR inside @PHVegas!

LAS VEGAS (July 31, 2013) – Gordon Ramsay BurGR has quickly become one of Las Vegas' hottest new restaurants, and now it's even hotter. Recently igniting its flame wall at the entrance to the restaurant, guests now get a sense of the intensity they are about to experience in Chef Gordon Ramsay's fiery menu creations right when they walk in. With bold new additions, the BurGR menu continues to take the traditional burger, fries and milkshake comfort food combination to an entirely new level.

The 30-foot-long glass-enclosed **flame wall** now enhances BurGR's entrance, adding even more energy and excitement to the center-Strip Planet Hollywood Resort & Casino restaurant. Reflecting Chef Ramsay's fiery

persona and BurGR's dishes prepared in an open kitchen on an open, wood-fueled-flame, the decorative, eye-catching fire wall feature is attracting even more visitors to Ramsay's first burger experience restaurant.

Tasty new dishes including mouthwatering chicken and fish selections have been created, adding variety to the delicious collection of creative burgers BurGR showcases. The innovative chicken burgers incorporate a 40 percent breast, 60 percent thigh blend, ground in-house with a mixture of onion, chili flake, parsley and chive spices. The Devonshire butter-basted chicken patties are cooked on the alder and apple-wood open-flame grill and are served on milk-based Brioche buns topped with black and white sesame seeds. Fresh menu additions include:

- **Damnation chicken burger** (\$14) served with fiery hot mayo, Maytag blue cheese and celery and carrot slaw
- **Southern yardbird burger** (\$14) topped with sharp cheddar cheese, mustard barbeque sauce, pickle and butter lettuce
- **Fish & crisp sandwich** (\$16) featuring ale-battered cod, salt and vinegar crisps and fresh dill tartar sauce. The Newcastle beer-battered cod is topped with crisps made from the same Kennebec potato as the restaurant's popular fries; crisps are perfectly integrated as a condiment adding texture and flavor.
- **Crème brûlée pudding and oreo shake** (\$9) served with an oreo cookie

Photo Caption:

- Gordon Ramsay BurGR at Planet Hollywood Resort & Casino's flame wall.
 - Gordon Ramsay BurGR at Planet Hollywood Resort & Casino's main dining room.
 - Gordon Ramsay BurGR at Planet Hollywood Resort & Casino's fish & crisp sandwich.
 - Gordon Ramsay BurGR at Planet Hollywood Resort & Casino's Southern yardbird burger.
- *Please credit photos to Planet Hollywood Resort & Casino Las Vegas.*

For more information and photos available for high-resolution download, please visit: <http://caesars.thedigitalcenter.com>.

ABOUT GORDON RAMSAY:

Scottish by birth, Gordon Ramsay was brought up in Stratford-upon-Avon, England. With an injury prematurely putting an end to any hopes of a promising career in football, he went back to college to complete a course in hotel management. His dedication and natural talent led him to train with some of the world's leading chefs, such as Albert Roux and Marco Pierre White in London, and Guy Savoy and Joël Robuchon in France.

In 1993 Ramsay became chef of Aubergine in London. Within three years, he was awarded two Michelin stars. In 1998, at the age of 31, Ramsay set up his first wholly owned and namesake restaurant, *Restaurant Gordon Ramsay*, which quickly received the most prestigious accolade in the culinary world – three Michelin stars. Today, *Restaurant Gordon Ramsay* is London's longest-running restaurant to hold this award, and Ramsay is one of only four chefs in the U.K. to maintain three stars.

Now internationally renowned, Ramsay has opened a string of successful restaurants across the globe, from Italy to the United States. The group continues to grow with recent openings such as *Bread Street Kitchen* in London's City district; two ventures in Doha, Qatar; *Gordon Ramsay Steak* at Paris Las Vegas, *Gordon Ramsay Pub & Grill* at Caesars Palace, *Gordon Ramsay BurGR* at Planet Hollywood; and *The Fat Cow* in Los Angeles. Ramsay received an OBE (Order of the British Empire awarded by Queen Elizabeth II) in 2006 for services to the industry.

Ramsay has also become a star of the small screen both in the U.K. and internationally, with U.K. shows such as *GORDON'S GREAT ESCAPES* and *GORDON RAMSAY: SHARK BAIT*, as well as four top-rated FOX shows that air in more than 200 countries worldwide: *KITCHEN NIGHTMARES*, *HELL'S KITCHEN*, *MASTERCHEF*, and *HOTEL HELL*. He is also a published author of a number of books, many of which have become bestsellers around the world, most notably his autobiography, *Roasting in Hell's Kitchen*.

Ramsay has a global partnership with WWRD (Waterford®, Wedgwood®, Royal Doulton®), which offers quality home and lifestyle products.

He lives with his wife, Tana and four children, along with their bulldog Rumpole and two cats. He divides his time between Los Angeles and South London.

PLANET HOLLYWOOD RESORT & CASINO

Planet Hollywood Resort & Casino is the newest member of the Caesars Entertainment family and is a full partner in Total Rewards™. The hottest property on the Las Vegas Strip with 2,500 beautifully designed guest rooms and suites showcasing the best views in town, Planet Hollywood encompasses more than 100,000 square-feet of gaming, several lounges, ten restaurants including recently opened Gordon Ramsay BurGR, KOI, Strip House, the award-winning Spice Market Buffet and LA's Pink's Hot Dogs, and the Planet Hollywood Spa by Mandara. The property is encircled by Miracle Mile Shops with more 170 specialty stores and restaurants. For more information, please visit www.planethollywoodresort.com or caesars.thedigitalcenter.com to access media materials and request high-resolution images. Find Planet Hollywood on [Facebook](#) and follow on [Twitter](#).

###

CONTACT

Michelle Monson
Caesars Entertainment PR
Mmonson@caesars.com
702.467.3598

Taylor Shields
Caesars Entertainment PR
TShields@caesars.com
702.271.1809



AA03948



AA03949



AA03950



AA03951

EXHIBIT 506

EXHIBIT 506

From: Tom Jenkin - Las Vegas
To: Kevin Ortizman; Jeffrey Frederick
Sent: 4/23/2014 8:39:06 AM
Subject: RE: Atlantic City

yes

Tom Jenkin
Global President of Destination Markets
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



From: Kevin Ortizman
Sent: Wednesday, April 23, 2014 8:33 AM
To: Jeffrey Frederick
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

Do we need Rowen to sign the agreement (assuming that Gordon's camp signs)?

On Apr 23, 2014, at 11:13 AM, "Jeffrey Frederick" <jfrederick@lvrio.harrahs.com> wrote:

AC/Linq update from GRs camp
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [mailto:stuartgillies@gordonramsay.com]
Sent: Tuesday, April 22, 2014 09:56 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: RE: Atlantic City

Hi Jeffrey, we will sign tomorrow, not sure why there is any delay ?

Let's discuss fish & chips when we arrive in Vegas in 2 weeks' time.

Thanks,

From: Jeffrey Frederick [mailto:jfrederick@lvrio.harrahs.com]
Sent: 22 April 2014 5:54 PM
To: Stuart Gillies



CBAH 001369

AA03953004342

0032

Hi Chef, we paused on all activity until contracts are signed. It will likely take 5 1/2 months from date of signature. Where do we stand on GR Fish & Chips? We can move quickly on that project and be open in 3 1/2 months.

J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:21 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: Atlantic City

Hi jeffrey, hope all well.

Do you have dates confirmed yet for AC opening as we would like to book in a time to Visit.

Many thanks,

Stuart Gillies
Managing Director
T: +44 02075921360
E: stuartgillies@gordonramsay.com
W: gordonramsay.com

<image001.jpg>

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CBAH 001370

GR_00004343
AA03954

0033

From: Jeffrey Frederick Exhibit Z Page 4 of 10
To: Tom Jenkin - Las Vegas; Kevin Ortizman
Sent: 4/23/2014 8:43:57 AM
Subject: Re: Atlantic City

Trying, having dinner with him Saturday
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Tom Jenkin - Las Vegas
Sent: Wednesday, April 23, 2014 08:42 AM
To: Jeffrey Frederick; Kevin Ortizman
Subject: RE: Atlantic City

Lucky us. Get you little buddy to sign JF. Please

Tom Jenkin
Global President of Destination Markets
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



From: Jeffrey Frederick
Sent: Wednesday, April 23, 2014 8:40 AM
To: Kevin Ortizman
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

Yes, for Pub, Burgr and Steak concepts they come as a pair.
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Kevin Ortizman
Sent: Wednesday, April 23, 2014 08:33 AM
To: Jeffrey Frederick
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

CBAH 001371

AA03955 004344

0034

Do we need Rowen to sign the agreement (assuming that Gordon's camp signs)?

On Apr 23, 2014, at 11:13 AM, "Jeffrey Frederick" <jfrederick@lvrio.harrahs.com> wrote:

AC/Linq update from GRs camp
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:56 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: RE: Atlantic City

Hi Jeffrey, we will sign tomorrow, not sure why there is any delay ?

Let's discuss fish & chips when we arrive in Vegas in 2 weeks' time.

Thanks,

From: Jeffrey Frederick [<mailto:jfrederick@lvrio.harrahs.com>]
Sent: 22 April 2014 5:54 PM
To: Stuart Gillies
Cc: Gordon Ramsay
Subject: Re: Atlantic City

Hi Chef, we paused on all activity until contracts are signed. It will likely take 5 1/2 months from date of signature. Where do we stand on GR Fish & Chips? We can move quickly on that project and be open in 3 1/2 months.

J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:21 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: Atlantic City

Hi jeffrey, hope all well.

Do you have dates confirmed yet for AC opening as we would like to book in a time to Visit.

Many thanks,

Stuart Gillies
Managing Director
T: +44 02075921360
E: stuartgillies@gordonramsay.com

CBAH 001372

GR_00004345
AA03956

0035

<image001.jpg>

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CBAH 001373

AA03957 004346

0036

From: Tom Jenkin - Las Vegas Exhibit Z Page 7 of 10
To: Jeffrey Frederick
Sent: 4/27/2013 10:09:07 AM
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Oh boy

Tom Jenkin
President of Operations
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



From: Jeffrey Frederick
Sent: Saturday, April 27, 2013 6:36 AM
To: Tom Jenkin - Las Vegas
Subject: Fw: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Fyi

From: Jeffrey Frederick
Sent: Saturday, April 27, 2013 06:34 AM
To: 'stuartgillies@gordonramsay.com' <stuartgillies@gordonramsay.com>
Subject: Re: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Sorry I didn't know you weren't looped in on Luca's visit. Are you referring to AC Pub contract? Tom and I were under the impression you, Gordon and Rowen were sorting out your situation and then going to get back with us. Our contract with Rowen requires he has the right to contribute and partner on future Pub & Grill deals, we are not looking for investors, thus at an impasse with Rowen on our end.

From: Stuart Gillies [mailto:stuartgillies@gordonramsay.com]
Sent: Saturday, April 27, 2013 06:22 AM
To: Jeffrey Frederick
Subject: Re: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Thank you.
He loved it.....although I did not know in advance that he was going.....poor comms our end...but he was very impressed as he should.
Any luck with that contract yet please Jeffrey, seems to have been forgotten ?
Very keen to get the other discussions underway again....

Thanks,
Stuart

From: Jeffrey Frederick [mailto:jfrederick@lvrio.harrahs.com]

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Case 1:15-cv-01145 Doc 5-1 Filed 10/05/16 Entered 10/05/16 17:42:54 Desc
Exhibit Z Page 8 of 10
Sent: Saturday, April 27, 2013 02:07 PM
To: Stuart Gillies
Subject: Fw: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Fyi

From: Luca Beghin [<mailto:lucabeghin@breadstreetkitchen.com>]
Sent: Saturday, April 27, 2013 03:00 AM
To: JP Teresi; Kevin Hee <khee@planethollywood.com>; Jeffrey Frederick
Cc: Simon Gregory <simongregory@gordonramsay.com>
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

JP,

Just a quick e-mail to say thank you very much for having us in your restaurant. We spend an amazing time, food and service both absolutely fabulous.

Please pass my thanks to all your team.

See you soon.
Thank you again.
Luca

From: JP Teresi [jpteresi@lvrio.harrahs.com]
Sent: 18 February 2013 22:10
To: Luca Beghin; Kevin Hee; Jeffrey Frederick
Cc: Simon Gregory
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Lucas, same here. Looking forward to having you at GRS. Just let me know if we can assist you on anything else when you are in Vegas. Sincerely,

JP Teresi, Gordon Ramsay Steak

-----Original Message-----

From: Luca Beghin [lucabeghin@breadstreetkitchen.com]
Sent: Monday, February 18, 2013 10:42 AM Pacific Standard Time
To: JP Teresi; Kevin Hee; Jeffrey Frederick
Cc: Simon Gregory
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Kevin / JP,

Thank you very much for this.

Looking forward to come over at GR Steak.

Best,

Luca Beghin
Restaurant Manager
Bread Street Kitchen
10 Bread Street, London EC4M 9AB
02030304050

www.breadstreetkitchen.com

CBAH 001375

AA0395907094

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Case 15-01145 Doc 5198-27 Filed 10/05/16 Entered 10/05/16 17:42:54 Desc
From: JP Teresi [jpteresi@who.harrans.com] Exhibit Z Page 9 of 10
Sent: 18 February 2013 17:13
To: Simon Gregory; Kevin Hee; Jeffrey Frederick
Cc: Luca Beghin
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

All set.

JP Teresi, Gordon Ramsay Steak

-----Original Message-----

From: Simon Gregory [simongregory@gordonramsay.com]
Sent: Sunday, February 17, 2013 11:57 PM Pacific Standard Time
To: JP Teresi; Kevin Hee; Jeffrey Frederick
Cc: Luca Beghin
Subject: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Kevin & JP

Can you please make a booking for 2 pax for the restaurant manager at Bread Street kitchen to eat at the GR Steak for Dinner on the 18th April at 7pm please.

That would be great . Luca is in town on vacation and will also be heading to Los Angeles to eat at Fat Cow which I have already booked . Please look after well.
I have cc Luca on this mail for any confirmation details you may need . Hope all is well your side gents . Kevin will give you a call later in the week.

Regards

Simon

Simon Gregory
Group Executive Chef

Tel: +44 02075921360
Mob: +44 07906387241
Email: simongregory@gordonramsay.com
<http://www.gordonramsay.com>



Gordon Ramsay Holdings
1 Catherine Place
London
SW1E 6DX

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CBAH 001376

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AA03960

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From: Jeffrey Frederick Exhibit Z Page 10 of 10
To: John Payne
CC: 'mgelacak@me.com'; Joe Guzewicz; Tom Jenkin - Las Vegas
Sent: 8/8/2013 7:20:21 AM
Subject: Re: GR restaurants for Boston

Gordon contractually can't do Steak, Pub or Burgr without Rowen, or similar concepts with the GR name. I'm reaching out to both to try and arrange a call or face to face quickly.

From: John Payne
Sent: Thursday, August 08, 2013 07:16 AM
To: Jeffrey Frederick
Cc: 'mgelacak@me.com' <mgelacak@me.com>; Joe Guzewicz; Tom Jenkin - Las Vegas
Subject: Re: GR restaurants for Boston

Or go to Gordon directly

From: Jeffrey Frederick
Sent: Thursday, August 08, 2013 07:15 AM
To: John Payne
Cc: 'mgelacak@me.com' <mgelacak@me.com>; Joe Guzewicz; Tom Jenkin - Las Vegas
Subject: Re: GR restaurants for Boston

Will do, Rowen is in LV now, I have dinner with him at 8pm tonight- I will press him. For some background TJ and I are having the same challenge with him committing for AC. Rowen and Gordon are having problems coming to terms with each other and seem to be at an impasse over their % split. I'll let Rowen know its time to commit or move on.

From: John Payne
Sent: Thursday, August 08, 2013 04:12 AM
To: Jeffrey Frederick
Cc: Meredith Gelacak <mgelacak@me.com>; Joe Guzewicz
Subject: GR restaurants for Boston

Jeffrey,

I have a favor to ask – we are at a deadline with our designs in Boston. We have asked Rowan numerous times to agree to our terms on the GR Steak and GR Burgr or just let us know that they are not interested so we can proceed with others – he has gone radio silent. We need a decision if they are in or out by August 15th. We still think having GR branded restaurants in Boston would be great.

Can you contact Rowan? Again, only GR Steak & Burgr at this time.

John Payne
President
Central Markets & Partnership Development
Caesars Entertainment Corporation
8 Canal Street
New Orleans, LA 70130
504-533-6039 – phone
504-533-6014 – fax
jpayne@caesars.com - email

CBAH 001377

AA03961009713

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EXHIBIT 507

EXHIBIT 507

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

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

Debtors.

)
) Chapter 11
)
) Case No. 15-01145 (ABG)
)
)
) (Jointly Administered)
)

**NOTICE OF DEBTORS' FOURTH OMNIBUS MOTION FOR THE
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015**

PLEASE TAKE NOTICE that on the **22nd day of June, 2015, at 1:30 p.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, the Debtors shall appear before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in the Ceremonial Courtroom (Room No. 2525) in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, and present the attached *Debtors' Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with the Court by **June 15, 2015, at 4:00 p.m. (prevailing Central Time)** and served so as to be actually received by such time by: (a) counsel to the Debtors; (b) the Office of the United States Trustee for the Northern District of Illinois; and (c) any party that has requested notice pursuant to rule 2002 of the Federal Rules of Bankruptcy Procedure, a schedule of such parties may be found at <https://cases.primeclerk.com/CEOC>.

PLEASE TAKE FURTHER NOTICE that copies of the Motion as well as copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://cases.primeclerk.com/CEOC> or by calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969. You may also obtain copies of any pleadings by visiting the Court's website at www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Dated: June 8, 2015
Chicago, Illinois

/s/ David R. Seligman, P.C.

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

- and -

Paul M. Basta, P.C.

Nicole L. Greenblatt

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022-4611

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

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

Debtors.

)
) Chapter 11
)
) Case No. 15-01145 (ABG)
)
)
) (Jointly Administered)
)

DEBTORS' FOURTH OMNIBUS MOTION FOR THE
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015

THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS. PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND THEIR RESPECTIVE EXECUTORY CONTRACTS IN THE MOTION. A LISTING OF THE PARTIES AND THE EXECUTORY CONTRACTS THAT ARE THE SUBJECT OF THIS MOTION APPEARS IN EXHIBIT 1 TO EXHIBIT A OF THIS MOTION.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this motion (this “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to reject certain executory contracts (collectively, the “Agreements”), nunc pro tunc to June 11, 2015. In support of this Motion, the Debtors submit the *Declaration of Randall S. Eisenberg in Support of the Debtors’ Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* (the “Eisenberg Declaration”), attached hereto as Exhibit B. In further support of this Motion, the Debtors respectfully state as follows.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Jurisdiction

1. The United States Bankruptcy Court for the Northern District of Illinois (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Relief Requested

4. The Debtors seek entry of an order authorizing the Debtors to reject the Agreements, nunc pro tunc to June 11, 2015. The Debtors reserve the right to seek to assume or reject other executory contracts and unexpired leases of nonresidential real property at a later date.

Background

5. Caesars Entertainment Operating Company, Inc. (“CEOC”), together with its Debtor and non-Debtor subsidiaries, provides casino entertainment services and owns, operates, or manages 38 gaming and resort properties in 14 states and five countries, operating primarily under the Caesars[®], Harrahs[®], and Horseshoe[®] brand names. The Debtors represent the largest, majority-owned operating subsidiary of Caesars Entertainment Corporation, a publicly traded company that is the world’s most diversified casino-entertainment provider.

6. On January 15, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition with this Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to

sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee in these chapter 11 cases. On February 5, 2015, the Office of the United States Trustee appointed the statutory committee of unsecured claimholders and the official committee of second priority noteholders.

7. On January 12, 2015, certain petitioning creditors filed involuntary petitions with the United States Bankruptcy Court for the District of Delaware (the "Delaware Court") against CEOC, thereby commencing an involuntary chapter 11 case only as to that entity (the "Involuntary Case"). No order for relief pursuant to section 303(h) of the Bankruptcy Code has been entered in the Involuntary Case, and the appropriateness of such relief has not been determined as of the date hereof. On January 28, 2015, the Delaware Court transferred the Involuntary Case to this Court [Del. Docket No. 220].

8. On March 25, 2015, the Court approved the appointment of an examiner in these voluntary cases [Docket No. 992]. On May 11, 2015, the examiner filed his first interim report [Docket No. 1520].

The Agreements Subject to Rejection

9. The Debtors seek to reject four (4) Agreements by this Motion. The Agreements are:

- that certain Amended and Restated License for Outdoor Display, dated as of April 1, 2011, by and between Clear Channel Branded Cities, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the "Clear Channel Advertising Agreement");
- that certain Rider to Posting Instructions/Insertion Orders, dated as of December 16, 2011, by and between Interstate Outdoor Advertising L.P. and

Zenith Media Services Inc. (“Zenith”), as agent for Atlantic City Citywide, Showboat Atlantic City (as amended, restated, or otherwise supplemented from time to time, the “Interstate Rider”), incorporating the terms of that certain Bulletin Contract, dated as of December 21, 2011, by and between Interstate Outdoor Advertising, LP and Zenith Media Services Inc., as agent for Caesars Entertainment² (as amended, restated, or otherwise supplemented from time to time, the “Interstate Bulletin Contract,” and together with the Interstate Rider, the “Interstate Advertising Agreement”);

- that certain Consulting Agreement, dated as of May 16, 2014, by and between FERG, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the “FERG Consulting Agreement”); and
- that certain Development and Operation Agreement, dated as of April 4, 2012, by and between LLTQ Enterprises, LLC and Desert Palace, Inc. (as amended, restated, or otherwise supplemented from time to time, the “LLTQ Development Agreement,” and together with the FERG Consulting Agreement, the “Restaurant Agreements”).

Each of the Agreements is discussed in more detail below and in the Eisenberg Declaration.

10. The Clear Channel Advertising Agreement provides the Debtors with access to three designated display sites located along The Pier at Caesars Atlantic City, located on the Atlantic City Boardwalk, including one LED display and two static sign displays, to promote the Debtors’ Atlantic City casino properties. The Debtors, in turn, are responsible for providing the sign materials to be displayed and for paying all installation costs and certain rental fees. After a review of the services provided under the Clear Channel Advertising Agreement, the Debtors have determined that the costs associated with such agreement outweigh the benefits provided by the agreement. Namely, and as provided in the Eisenberg Declaration, the Debtors have concluded that the use of the licensed displays is not generating sufficient traffic to their casinos

² Although the Interstate Advertising Contract does not specify whether the counterparty is Caesars Entertainment Corporation, the Debtors’ ultimate non-Debtor parent company, or CEOC, the lead Debtor in these consolidated chapter 11 cases, the course of the parties’ conduct, as detailed further in the Eisenberg Declaration, make clear that the counterparty is CEOC.

to justify the substantial costs of the Clear Channel Advertising Agreement. Further, the Debtors have concluded that it is in their best interests to realign their overall Atlantic City advertising expenditures with the recent decline in the Atlantic City market. By rejecting the Clear Channel Advertising Agreement, the Debtors will save approximately \$35,500 per month.

11. The Interstate Advertising Agreement provides the Debtors with access to certain advertising displays located alongside the Atlantic City Expressway for the purpose of installing signs and displays to promote the Debtors' Atlantic City casino properties. Similar to the Clear Channel Advertising Agreement, the Debtors are responsible for providing the signs and other materials to be displayed and for paying both installation costs and rental expenses. This agreement was also part of a broader advertising initiative pursued by Zenith, as the Debtors' media and advertising consultant and agent. As detailed in the Eisenberg Declaration, the Debtors have assessed the services provided under the Interstate Advertising Agreement and have concluded that the benefits of the agreement have not driven sufficient value to their casino properties to justify their costs, particularly given the recent decline in the Atlantic City gaming market and the fact that this agreement covered, in large part, the Showboat Atlantic City casino property that was closed in 2014. By rejecting the Interstate Advertising Agreement, the Debtors will save approximately \$32,500 per month.

12. The FERG Consulting Agreement provides the Debtors with certain consulting services in connection with the Debtors' design, development, construction and operation of the "Gordon Ramsay Pub & Grill" restaurant at the Debtors' Caesars Atlantic City property. These services include, among other things, advice on employee staffing and training decisions, and consultations by restaurateur Rowen Seibel on certain marketing and operational matters. The LLTQ Development Agreement similarly provides the Debtors with certain services in

connection with the Debtors' design, development, construction, and operation of the "Gordon Ramsay Pub & Grill" at Caesars Palace in Las Vegas. The services provided by the LLTQ Development Agreement mirror those under the FERG Consulting Agreement and include, without limitation, recommendations concerning certain employee, staffing, and culinary training decisions, as well as consultations on various marketing and operational matters.

13. As set forth in the Eisenberg Declaration, the Debtors have reviewed the services provided under the Restaurant Agreements and have determined that the costs associated with such agreements outweigh the benefits provided by the agreements. While the two "Gordon Ramsay Pub & Grill" restaurants are an important and successful element of the Debtors' restaurant offerings in connection with their casino operations, the Debtors have determined that the restaurants can operate successfully without the services provided under the Restaurant Agreements and on a more cost-effective basis. By rejecting the FERG Consulting Agreement, the Debtors will save approximately \$18,500 per month based on the estimated financial performance of the applicable restaurant, and by rejecting the LLTQ Development Agreement, the Debtors will save approximately \$145,500 per month based on the estimated financial performance of the applicable restaurant.

Basis for Relief

I. Rejecting the Agreements is Within the Debtors' Sound Business Judgment.

14. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Thus, pursuant to section 365 of the Bankruptcy Code, a debtor may, for the benefit of the estate, relieve itself of burdensome agreements where performance still remains. See In re StarNet, Inc., 355 F.3d 634, 637 (7th Cir. 2004) (noting that "[s]ection 365(a) gives debtors a right to walk away before the contract's end (with the creditor's

entitlement converted to a claim for damages...”); see also Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co., 83 F.3d 735, 741 (5th Cir. 1996) (stating that section 365 of the Bankruptcy Code “allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”) (internal citation and quotation marks omitted).

15. The decision to assume or reject an executory contract or unexpired lease is a matter within a debtor’s “business judgment.” See Johnson v. Fairco Corp., 61 B.R. 317, 320 (N.D. Ill. 1986) (noting that the debtor must only demonstrate that rejection “will benefit the debtor’s estate or reorganization efforts”); In re Edison Mission Energy, No. 12-49219 (JPC), 2013 WL 5220139, at *5 (Bankr. N.D. Ill. Sept. 16, 2013) (“A debtor’s decision to assume or reject an executory contract is governed by the business judgment rule.”); NLRB v. Bildisco & Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”), aff’d, 465 U.S. 513 (1984); see also ReGen Capital I, Inc. v. UAL Corp. (In re UAL Corp.), 635 F.3d 312, 319 (7th Cir. 2011) (same for assumption). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. See Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc. (In re Richmond Metal Finishers, Inc.), 756 F.2d 1043, 1047 (4th Cir. 1985); see also Fairco Corp., 61 B.R. at 320 (“Only where the debtor’s actions are in bad faith or in gross abuse of its managerial discretion should the decision be disturbed.”); Software Customizer, Inc. v. Bullet Jet Charter, Inc. (In re Bullet Jet Charter, Inc.), 177 B.R. 593, 601 (Bankr. N.D. Ill. 1995) (“This Court must ascertain whether rejecting such a contract will promote the best interests of Debtor’s estate, but only where the debtor acted in bad faith or grossly abused its retained managerial discretion should the decision be disturbed.”); Summit Land Co. v. Allen (In re Summit Land

Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval should be granted “as a matter of course”).

16. The Debtors have determined in their business judgment that the Agreements should be rejected. As set forth above and in the Eisenberg Declaration, the Debtors have concluded that the costs of the Agreements outweigh any potential benefits that the Debtors could realize through continuing to perform under the Agreements. Indeed, rejecting the Agreements pursuant to the relief requested herein will save the Debtors approximately \$232,000 per month in costs. In addition, rejecting the Agreements now will prevent the Debtors from incurring unnecessary administrative expenses.

II. The Relief Requested Herein Should Be Granted Nunc Pro Tunc to June 11, 2015.

17. The Debtors seek to reject the Agreements nunc pro tunc to June 11, 2015. Under sections 105(a) and 365(a) of the Bankruptcy Code, bankruptcy courts may grant retroactive rejection of an executory contract or unexpired lease based on a balancing of the equities of the case. See, e.g., In re Joseph C. Spiess Co., 145 B.R. 597, 606 (Bankr. N.D. Ill. 1992) (“[A] trustee’s rejection of a lease should be retroactive to the date that the trustee takes affirmative steps to reject said lease . . .”); In re Chi-Chi’s, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (recognizing that, after balancing the equities of a particular case, a bankruptcy court may approve a rejection retroactive to the date on which the motion is filed); see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (noting that “bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”); Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065–71 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection), cert. denied, 546 U.S. 814 (2005).

18. Here, the balance of the equities favors the Court's order of retroactive rejection. As an initial matter and as set forth in the Eisenberg Declaration, absent rejection of the Agreements effective as of the proposed dates, the Debtors will incur unnecessary charges for agreements that provide no tangible net benefit to the Debtors' estates. And, importantly, the counterparties to the Agreements (each a "Counterparty," and collectively, the "Counterparties") will not be unduly prejudiced if the Court orders that the rejection of those agreements be deemed effective as of June 11, 2015, because those Counterparties will receive notice of this Motion and have sufficient opportunity to act accordingly. Specifically, the Debtors' proposed retroactive rejection timing will allow the Counterparties the opportunity to cease performance and take other actions. Service of this Motion is an unequivocal expression of the Debtors' intention to reject the Agreements, and the Debtors will not withdraw this Motion as to any of the Agreements without the consent of the applicable Counterparty. See, e.g., In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that the lease at issue should be deemed rejected as of the petition date where the debtor returned keys to the property, vacated premises prepetition, and served the motion to reject the lease as soon as able).

19. This Court and other courts in this jurisdiction have approved relief similar to the relief requested herein. See, e.g., In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Apr. 27, 2015) (approving rejection of certain executory contracts nunc pro tunc to a date after service but prior to entry of the order); In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Mar. 26, 2015) (same); In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Mar. 10, 2015) (same); In re Qualteq, Inc. d/b/a VCT New Jersey, Inc., No. 12-05861 (ERW) (Bankr. N.D. Ill. Apr. 10, 2013) (approving

rejection of certain unexpired leases effective nunc pro tunc to the date of motion filing); In re Edison Mission Energy, No. 12-49219 (JPC) (Bankr. N.D. Ill. Jan. 17, 2013) (same).

Waiver of Bankruptcy Rule 6004(h)

20. To implement the foregoing successfully, the Debtors seek a waiver of the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h), to the extent that such rule is applicable.

Bankruptcy Rule 6006 is Satisfied

21. Bankruptcy Rule 6006(a) provides that a “proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a). In turn, Bankruptcy Rule 9014 states that “[i]n a contested matter . . . not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are met if appropriate notice and an opportunity for a hearing are given in light of the particular circumstances. See 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” or a similar phrase to mean notice and an opportunity for a hearing “as [are] appropriate in the particular circumstances”). Further, Bankruptcy Rule 6006(e) allows a debtor to consolidate, in a single motion, requests for the authority to reject multiple executory contracts or unexpired leases that are among different parties, subject to Bankruptcy Rule 6006(f). See Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) requires, in part, that such omnibus motion must: (a) “state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;” (b) “list parties alphabetically and identify the corresponding contract or lease;” (c) “be numbered consecutively with other omnibus motions to

assume, assign, or reject executory contracts or unexpired leases;” and (d) “be limited to no more than 100 executory contracts or unexpired leases.” Fed. R. Bankr. P. 6006(f).

22. Here, the Debtors have provided notice to the Counterparties to the Agreements such that they can take appropriate action. In addition, this Motion provides a conspicuous notice that the parties receiving it should locate their names and agreements, includes the Counterparties in alphabetical order, identifies the agreements to be rejected, and covers only a few agreements. This Motion and the notice provided to the Counterparties and other parties in interest are thus sufficient under Bankruptcy Rule 6006.

Reservation of Rights

23. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors’ rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their right to contest any claim related to the relief sought herein. Likewise, if the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

Notice

24. The Debtors have provided notice of this Motion to (a) the entities on the Service List (as defined in the Case Management Order and available on the Debtors’ case website at <https://cases.primeclerk.com/CEOC>), and (b) the Counterparties to the Agreements for which the Debtors seek authority to reject. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

25. No prior request for the relief sought in the Motion has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: June 8, 2015
Chicago, Illinois

/s/ David R. Seligman, P.C.

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

- and -

Paul M. Basta, P.C.

Nicole L. Greenblatt

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022-4611

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

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

Debtors.

)
) Chapter 11
)
) Case No. 15-01145 (ABG)
)
)
) (Jointly Administered)
)
) **Re: Docket No. ____**

**ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to reject the Agreements, identified on **Exhibit 1** attached hereto, nunc pro tunc to June 11, 2015, all as more fully set forth in the Motion; and upon the Eisenberg Declaration; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Agreements identified on **Exhibit 1** attached hereto are hereby rejected effective nunc pro tunc to June 11, 2015.
3. The Debtors do not waive any claims that they may have against any Counterparty to the Agreements, whether or not such claims arise under, are related to the rejection of, or are independent of the Agreements.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

4. Any Counterparty to the Agreements will be required to file a rejection damages claim, if any, relating to the rejection of the Agreements by the applicable claims bar date established in the Debtors' chapter 11 cases.

5. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

Dated: _____, 2015
Chicago, Illinois

The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge

Exhibit 1

SCHEDULE OF REJECTED AGREEMENTS

Description of Agreement	Debtor Party	Agreement Counterparty	Counterparty Address	Average Monthly Expense	Expiration Date	Effective Date of Rejection
Amended and Restated License for Outdoor Display	Boardwalk Regency Corporation, d/b/a Caesars Atlantic City	Clear Channel Branded Cities, LLC	Clear Channel Branded Cities, LLC Attn: Chris McCarver, Chief Operating Officer; Ty Fields, General Counsel 2850 East Camelback Road, Suite 110 Phoenix, Arizona 85016 Clear Channel Branded Cities, LLC Attn: Anthony F. Caruso, V.P. – Business Affairs; David Miller, V.P. of Sales; General Counsel 1501 Broadway, Suite 450 New York, New York 10036	\$35,500	3/31/2016	6/11/2015
Consulting Agreement	Broadwalk Regency Corporation d/b/a Caesars Atlantic City	FERG, LLC	FERG, LLC Attn: Rowen Seibel; General Counsel; 200 Central Park South 19th Floor New York, New York 10019 Certilman Balin Adler & Hyman, LLP Attn: Brian K. Ziegler, Esq. 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554	\$18,500	2/13/25	6/11/2015

Description of Agreement	Debtor Party	Agreement Counterparty	Counterparty Address	Average Monthly Expense	Expiration Date	Effective Date of Rejection
Rider to Posting Instructions/ Insertion Orders; Bulletin Contract	Zenith Media Services Inc., as agent for Atlantic City Citywide, Showboat Atlantic City	Interstate Outdoor Advertising L.P.	Interstate Outdoor Advertising L.P. Attn: Mark P. Macey, CFO; Joseph Finkelstein, V.P. Operations; General Counsel 905 North Kings Highway Cherry Hill, New Jersey 08034 Zenith Media Attn: Todd Glick; General Counsel 299 W. Houston St. 10th Floor New York, New York 10014	\$32,500	2/28/2017	6/11/2015
Development and Operations Agreement	Desert Palace, Inc.	LLTQ Enterprises, LLC	LLTQ Enterprises, LLC Attn: Rowen Seibel; General Counsel; 200 Central Park South New York, New York 10019 Certilman Balin Adler & Hyman, LLP Attn: Brian K. Ziegler, Esq. 90 Merrick Avenue, East Meadow, New York 11554	\$145,500	N/A ¹	6/11/2015

¹ As defined by section 4.2.1 of the LLTQ Development Agreement, the LLTQ Development Agreement may be terminated by the Debtors following December 18, 2015 with a six-month notice period.

Exhibit B

Eisenberg Declaration

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.)	(Jointly Administered)
)	

**DECLARATION OF RANDALL S. EISENBERG IN
SUPPORT OF DEBTORS' FOURTH OMNIBUS MOTION
FOR THE ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO
REJECT CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015**

Pursuant to 28 U.S.C. § 1746, I, Randall S. Eisenberg, hereby declare as follows under penalty of perjury:

1. I am the Chief Restructuring Officer of Caesars Entertainment Operating Company, Inc. ("CEOC") and its debtor subsidiaries (collectively, the "Debtors"). Additionally, I am a Managing Director of AlixPartners, LLP ("AlixPartners"), which has a place of business at 909 Third Avenue, New York, New York, 10022. Contemporaneously with the commencement of these chapter 11 cases, AP Services, LLC, an affiliate of AlixPartners, LLP, began providing temporary employees to the Debtors to assist them in their restructuring. I am generally familiar with the Debtors' businesses, day-to-day operations, financial matters, results of operations, cash flows, and underlying books and records. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors' businesses, operations, finances, information from my review of relevant documents, or information supplied to me by

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

members of the Debtors' management team, the management of Caesars Enterprise Services, Inc. ("CES"), advisors, or temporary employees of the Debtors working under my direction. I am over the age of 18 and duly authorized to execute this declaration on behalf of the Debtors in support of the Debtors' *Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* (the "Motion").²

2. The Debtors continue to evaluate the current and expected use of their executory contracts, the ongoing cost of such contracts, and the effect on the Debtors' business of rejecting the same.

The Agreements Subject to Rejection

3. The Debtors are seeking to reject four (4) Agreements by the Motion. The Agreements are:

- that certain Amended and Restated License for Outdoor Display, dated as of April 1, 2011, by and between Clear Channel Branded Cities, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the "Clear Channel Advertising Agreement");
- that certain Rider to Posting Instructions/Insertion Orders, dated as of December 16, 2011, by and between Interstate Outdoor Advertising L.P. and Zenith Media Services Inc. ("Zenith"), as agent for Atlantic City Citywide, Showboat Atlantic City (as amended, restated, or otherwise supplemented from time to time, the "Interstate Rider"), incorporating the terms of that certain Bulletin Contract, dated as of December 21, 2011, by and between Interstate Outdoor Advertising, LP and Zenith Media Services Inc., as agent for Caesars Entertainment³ (as amended, restated, or otherwise supplemented from time to time, the "Interstate Bulletin");

² Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Motion.

³ Although the Interstate Bulletin Contract does not specify whether the counterparty is Caesars Entertainment Corporation or CEOC, the course of the parties' conduct makes clear that the counterparty is CEOC. Specifically, payment for all services under the Interstate Advertising Contract have always been invoiced to, and paid by, CEOC, and the advertising was purchased on behalf of Showboat Atlantic City, a former CEOC property that was closed in 2014.

Contract,” and together with the Interstate Rider, the “Interstate Advertising Agreement”);

- that certain Consulting Agreement, dated as of May 16, 2014, by and between FERG, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the “FERG Consulting Agreement”); and
- that certain Development and Operation Agreement, dated as of April 4, 2012, by and between LLTQ Enterprises, LLC and Desert Palace, Inc. (as amended, restated, or otherwise supplemented from time to time, the “LLTQ Development Agreement,” and together with the FERG Consulting Agreement, the “Restaurant Agreements”).

Each of the Agreements is discussed in more detail below.

4. The Clear Channel Advertising Agreement provides the Debtors with access to three designated display sites located along The Pier at Caesars Atlantic City, located on the Atlantic City Boardwalk, including one LED display and two static sign displays, to promote the Debtors’ Atlantic City casino properties. The Debtors, in turn, are responsible for providing the sign materials to be displayed and for paying all installation costs and certain rental fees. After a review of the services provided under the Clear Channel Advertising Agreement, the Debtors have determined that the costs associated with such agreement outweigh the benefits provided by the agreement. Namely, the Debtors have concluded that the use of the licensed displays is not generating sufficient traffic to their casinos to justify the substantial costs of the Clear Channel Advertising Agreement. Further, the Debtors have concluded that it is in their best interests to reduce overall advertising expenditures due to the depressed state of the Atlantic City gaming market. By rejecting the Clear Channel Advertising Agreement, the Debtors will save approximately \$35,500 per month.

5. The Interstate Advertising Agreement provides the Debtors access to certain advertising displays located alongside the Atlantic City Expressway for the purpose of installing signs and displays to promote the Debtors’ Atlantic City casino properties. As with the Clear

Channel Advertising Agreement, the Debtors are responsible for providing the signs and other materials to be displayed and for paying both installation costs and rental expenses. This agreement was also part of a broader advertising initiative pursued by Zenith, as the Debtors' media and advertising consultant and agent. The Debtors have assessed the services provided under the Interstate Advertising Agreement and have concluded that the benefits of the agreement have not driven sufficient value to their casino properties to justify their costs, particularly given the depressed Atlantic City gaming market and the fact that this agreement covered, in large part, the Showboat Atlantic City casino property that was closed in 2014. By rejecting the Interstate Advertising Agreement, the Debtors will save approximately \$32,500 per month.

6. The FERG Consulting Agreement provides the Debtors with certain consulting services in connection with the Debtors' design, development, construction and operation of the "Gordon Ramsay Pub & Grill" restaurant at the Debtors' Caesars Atlantic City property. These services include, among other things, advice on employee staffing and training decisions, and consultations by restaurateur Rowen Seibel on certain marketing and operational matters. The LLTQ Development Agreement similarly provides the Debtors with certain services in connection with the Debtors' design, development, construction, and operation of the "Gordon Ramsay Pub & Grill" at Caesars Palace in Las Vegas. The services provided by the LLTQ Development Agreement mirror those under the FERG Consulting Agreement and include, without limitation, recommendations concerning certain employee, staffing, and culinary training decisions, as well as consultations on various marketing and operational matters.

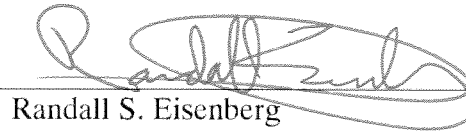
7. The Debtors have reviewed the services provided under the Restaurant Agreements and have determined that the costs associated with such agreements outweigh the benefits provided by the agreements. While the two "Gordon Ramsay Pub & Grill" restaurants are an important and

successful element of the Debtors' restaurant offerings in connection with their casino operations, the Debtors have determined that the restaurants can operate successfully without the services provided under the Restaurant Agreements and on a more cost-effective basis. By rejecting the FERG Consulting Agreement, the Debtors will save approximately \$18,500 per month based on the estimated financial performance of the applicable restaurant, and by rejecting the LLTQ Development Agreement, the Debtors will save approximately \$145,500 per month based on the estimated financial performance of the applicable restaurant.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct to the best of my knowledge and belief.

Dated: June 8, 2015
Chicago, Illinois

A handwritten signature in dark ink, appearing to read "Randall S. Eisenberg", is written over a horizontal line.

Randall S. Eisenberg
Chief Restructuring Officer
Caesars Entertainment Operating Company, Inc., and its
Debtor affiliates

EXHIBIT 508

EXHIBIT 508

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

September 7, 2016

Via Email and Regular Mail

Mark A. Clayton, Esq.
Greenberg Traurig
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169

Dear Mr. Clayton:

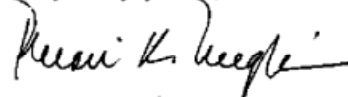
I am in receipt of your letter to me of September 2, 2016 referencing "August 30, 2016 Correspondence."

Please advise as to why you believe the purported assignments did not meet the internal compliance criteria set forth in (1)(ii)(A)-(D) of the Letter Agreement dated May 26, 2014.

Contrary to your assertions, we believe that the assignments were effective assignments and were effectuated exactly as contemplated by the Letter Agreement. Moreover, your client has acknowledged the assignments and has been making payments to the assignee entities.

I look forward to hearing from you soon.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

EXHIBIT 509

EXHIBIT 509

September 12, 2016

**VIA OVERNIGHT COURIER
VIA E-MAIL**

Brian K. Ziegler
Certilman Balin
90 Merrick Ave., 9th Floor
East Meadow, NY 11554

Re: Rowen Seibel

Dear Mr. Ziegler:

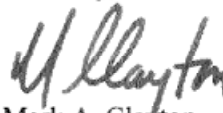
Reference is made to your correspondence, dated September 7, 2016, regarding Rowen Seibel.

We note that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel. Based on the Company's experiences with the Nevada Gaming Control Board and other gaming regulatory authorities which regulate the Company and its affiliates (collectively, "Gaming Regulatory Authorities"), the Company believes that such relationships with Mr. Seibel would be unacceptable to the Gaming Regulatory Authorities. Further, the Company believes that a commercial relationship with the proposed assignee and its Associates, because of their relationships with Mr. Seibel, would also be unacceptable to the Gaming Regulatory Authorities. Lastly, we note the Mr. Seibel failed, through the applicable entity, to affirmatively update prior disclosures to the Company, which updated disclosure is required and directly bears on his suitability.

Based on the foregoing, the Company reasonably believes the commercial relationship with the proposed assignee and its Associates would result in a disciplinary action by one or more of the Gaming Regulatory Authorities, which could jeopardize the Company's privileged licenses. Therefore, the Company has determined that the proposed assignee and its Affiliates are Unsuitable Persons.

Pursuant to the Letter Agreement, dated May 16, 2014, (i) the Company is not satisfied, in its sole reasonable discretion, that the proposed assignee and its Associates are not Unsuitable Persons and (ii) the Compliance Committee has not approved the proposed assignee and its Associates.

Sincerely,



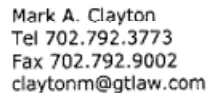
Mark A. Clayton
Shareholder

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BERLIN
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MEXICO CITY*
MIAMI
MILAN**
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME**
SACRAMENTO
SAN FRANCISCO
SEOUL*
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV*
TOKYO*
WARSAW
WASHINGTON, D.C.
WESTCHESTER COUNTY
WEST PALM BEACH

* OPERATES AS
GREENBERG TRAURIG GERMANY LLP
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GREENBERG TRAURIG MIAMI LLP
* OPERATES AS
GREENBERG TRAURIG, PC
* STRATEGIC ALLIANCE
* OPERATES AS
GREENBERG TRAURIG LLP
FOREIGN LEGAL CONSULTANT OFFICE
* A BRANCH OF
GREENBERG TRAURIG, P.A.,
FLORIDA, USA
* OPERATES AS
GT TOKYO - KORTSU JINJYO-DO
* OPERATES AS

EXHIBIT 510

EXHIBIT 510




FIRST-CLASS MAIL
VIA E-MAIL - dreaser@fclaw.com

Dan Reaser
Fennemore Craig, P.C.
200 E. Second Street, Suite 1500
Reno, NV 89501

Dear Mr. Reaser:

On September 12, 2016, we advised Mr. Seibel's attorney that such purported assignments were not acceptable to PHW Las Vegas, LLC ("PHW"). Similar to the analysis detailed in your correspondence, PHW determined that because the proposed assignees have direct and/or indirect relationships with Mr. Seibel, the proposed assignees are Unsuitable Persons, as defined in the Development, Operation and Licensing Agreement, dated December 13, 2012. Additionally, we advised Mr. Seibel's attorney that PHW believes the various gaming regulatory agencies which regulate Caesars Entertainment would equally find such purported assignment unacceptable.

Sincerely,


Mark A. Clayton
Shareholder

cc: Amie Sabo
Erica Okerberg

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
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HOUSTON
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SHANGHAI
SILICON VALLEY
TAI AHASSIE
TAMPA
TEL AVIV
WARSAW
WASHINGTON, D.C.
WEST PALM BEACH
WHITE PLAINS

EXHIBIT 511

EXHIBIT 511

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

September 16, 2016

Via Email and Regular Mail

Mark A. Clayton, Esq.
Greenberg Traurig
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169

Dear Mr. Clayton:

I refer to your purported termination letters dated September 2, 2016 relating to the various Development, Operation and License Agreements, Development and Operation Agreement and/or Consulting Agreement between your clients and DNT Acquisition, LLC, LLTQ Enterprises, LLC, FERG, LLC, Moti Partners, LLC, TPOV Enterprises, LLC and GR BURGR, LLC.

I also refer to your letter dated September 2, 2016 to me ("Compliance Letter") in which you claim that the "purported assignments did not meet the internal compliance criteria set forth in (1) (ii) (A)-(D) of the Letter Agreement ("Letter Agreement") dated May 26, 2014." I also refer to your follow-up letter of September 12, 2016 responding to my letter of September 7, 2016.

It is no secret that Desert Palace, Inc. and its various affiliated companies (collectively, "Caesars") have been trying (we believe improperly) for quite some time to end their business relationship with entities with which Mr. Seibel is or was affiliated. Some of Caesars' actions in this regard are now subject to claims that will be adjudicated by the federal bankruptcy court. We submit to you that Caesars is still required to act reasonably and in good faith. Its recent precipitous actions appear to be anything but that and may result in protracted litigation to the detriment of all parties.

Your Compliance Letter claims that the purported assignments did not meet the internal compliance criteria. When notices of these assignments were provided to your client in April, 2016, what was the internal compliance process that Caesars undertook? Are there minutes of any meeting of any internal compliance committee? If so, we would ask that you provide them. Certainly no questions were asked concerning the assignments during the five month period following notice to your client. If your client had any legitimate issue or concerns they could have been addressed and necessary adjustments could have been made at such time.

Mark A. Clayton
September 16, 2016
Page 2

But rather, your clients acknowledged that assignments were made and your clients made payments to new assignee entities further acknowledging its acceptance of the assignments.

Your September 12, 2016 letter asserts that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel and that such relationship would be unacceptable to the Gaming Regulatory Authorities. Had your clients actually conducted an internal compliance process they may have asked for a copy of the trust document. I have taken the liberty of attaching a couple of the pages from the trust document relevant to this issue. While we do not agree that the assignees and their Associates have relationships with Rowen Seibel that would be unacceptable to the Gaming Regulatory Authorities, as you can see from the attached excerpt, in creating the trust document, great care was taken to ensure that the trust would never have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be guided by your clients' determination (except as otherwise determined by a court of competent jurisdiction). However, as you raise the issue for the first time in your September 12, 2016 letter and even there in vague and broad terms, i.e., "that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel" and "the Company believes that a commercial relationship with the proposed assignee and its Associates, because of their relationships with Mr. Seibel, would also be unacceptable to the Gaming Regulatory Authorities," we are unable to tell whose relationships with Mr. Seibel you are referring to and what changes could be made to make it acceptable, in your view, to the Gaming Regulatory Authorities. Please specify. Is it the trustees' relationship? The beneficiaries' relationship?

In view of the foregoing, assuming it is your clients' good faith intention to ensure that the assignee entities truly do not contain an Unsuitable Person that could jeopardize your clients' licenses with the Gaming Regulatory Authorities, and not your clients' intention to try to terminate the relevant contracts for the substantial financial gain that they believe would inure to their benefit, I believe it only appropriate, and would respectfully request, that you (i) extend the ten (10) business day deadline to cure that you imposed relating to the GR BURGR, LLC and DNT Acquisitions, LLC agreements and (ii) withdraw the immediate termination/incapable of being cured claim, with respect to the other agreements, in each case, for a period of thirty (30) days to allow you and I (or other appropriate counsel) to work together to ensure that the Gaming Regulatory Authorities are comfortable that the assignees and their Affiliates are not Unsuitable Persons, as has been my clients' intentions from the beginning.

In reviewing the termination letters we note that you provided an opportunity to cure for DNT Acquisition, LLC and GR BURGR, LLC while taking the position that the others are not capable of being cured. As you should have been made aware, prior to his assignments, Mr. Seibel's relationship to all of the ventures had been almost identical. He brought the concepts, brands and/or the individuals (e.g. Gordon Ramsay) to Caesars and in some cases invested substantial sums to build out and develop the restaurants. Among other things, Mr.

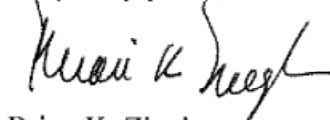
Mark A. Clayton
September 16, 2016
Page 3

Seibel was entitled to receive contractually agreed upon amounts for these contributions. He was not called upon by Caesars to provide assistance with regard to the operation of any of the restaurants as Caesars preferred to handle that themselves. We do not understand a claim that his actions and relationships are capable of being cured in some but not others. While we believe that the referenced actions were proper and effectively disassociated any relationship by Mr. Seibel, to the extent that is not the case, they should all be capable of being cured. In this regard, my clients remain ready, willing and able, in good faith, (a) to provide any information reasonably required by Caesars (none of which has been requested to date) to properly determine whether the assignments would be reasonably acceptable to you and the Gaming Regulatory Authorities and (b) to the extent not acceptable, make such changes (as contemplated by the trust) to make them acceptable or even, to the extent determined to be necessary, cause a further conveyance or assignment to be made to an approved third party that you would not conclude has a "direct or indirect" or "commercial" relationship that would be unacceptable to the Gaming Regulatory Authorities. However, we must reject your attempt to improperly, and without good faith, terminate all of the agreements as set forth in your various notices.

Finally, in considering your conclusion as to whether, based on the current assignments, a relationship still exists that would be unacceptable to Gaming Regulatory Authorities, we hope that you keep in mind that Mr. Seibel will have no involvement whatsoever with the subject restaurants while at the same time your client contracts with, promotes and advertises all over town its casino night club affiliation with The Rapper T.I. who has quite an extensive criminal record. We also hope you will consider the history of the Gaming Regulatory Authorities allowing other trusts to own interests in gaming properties or businesses associated with gaming properties.

I appreciate your consideration and look forward to hearing from you as to my request for additional time to work this out in an equitable and good faith manner. I am happy to speak with you or met with you in person to accomplish that.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

ARTICLE XXIV

Restricted Ownership of Certain Business Interests

A. Ownership Restrictions. Notwithstanding any other provision of this Agreement to the contrary, so long as the property of any trust hereunder includes an interest in a "Business" (as defined in the preceding Article) which is affiliated with a business or businesses that hold privileged licenses (hereinafter a "License Holder") issued by a "Gaming Authority" or "Gaming Authorities", as hereinafter defined (which Business shall be referred to as a "Restricted Business"), then the Trustee may only exercise its voting power as an owner of an interest in such Restricted Business, and its authority to make discretionary distributions under this Agreement, and the Grantor may only exercise any power of appointment reserved to himself under this Agreement, in such manner so that:

1. no individual or entity who is determined to be an "Unsuitable Person" pursuant to Paragraph C. 2. below shall be a member, shareholder, owner, manager, officer, director, employee, agent, representative or other associate of any such Restricted Business;

2. no distribution, transfer or assignment of an interest in any such Restricted Business shall be made from any trust hereunder to any individual or entity so long as such individual or entity is an "Unsuitable Person" as hereinafter defined, and no income derived from any such Restricted Business shall be distributed from any trust hereunder to any individual or entity who is an Unsuitable Person and whose affiliation or association with the Restricted Business is such as to cause the Restricted Business to be an Unsuitable Person; and

3. no distribution, transfer or assignment of an interest in any such Restricted Business shall be made from any trust hereunder to any individual or entity who is a "Competitor" (as hereinafter defined) of the License Holder or any of its affiliates if such distribution, transfer or assignment would violate the provisions of any agreement between the Restricted Business and the License Holder that is in effect.

B. Restrictions as to Trustee Appointments. Notwithstanding any other provision of this Agreement to the contrary, so long as the property of any trust hereunder includes an interest in a Restricted Business, then no individual shall serve as a Trustee of such trust so long as such individual is an Unsuitable Person.

C. Definitions. The following definitions shall apply for purposes of this Agreement:

1. A Gaming Authority (or Gaming Authorities) refers to one or more U.S., state, local and/or foreign governmental, regulatory and administrative agencies, boards and officials responsible for or involved in the administration of application of laws, rules and regulations relating to gaming or gaming activities or the sale, distribution and possession of alcoholic beverages.

2. An Unsuitable Person is any individual or entity whose (i) association with a License Holder or its affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by the License Holder or any of its affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol, (ii) whose association or relationship with the License Holder or its affiliates could be anticipated to violate any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol to which the License Holder or its affiliates are subject, (iii) who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of the License Holder or its affiliates, or (iv) who is required to be licensed, registered, qualified or found suitable under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol under which the License Holder or any of its affiliates is licensed, registered, qualified or found suitable, and such individual or entity is not or does not remain so licensed, registered, qualified or found suitable. An individual or entity shall be deemed to be an Unsuitable Person if so determined by the Trustee hereunder, or by any License Holder as described in Paragraph A. above which notifies the Trustee in writing of such determination, unless otherwise determined by a court of competent jurisdiction.

3. The term "Competitor" means a person that, or a person that has an affiliate that, in each case directly or indirectly, whether as owner, operator, manager, licensor or otherwise: (A) derives twenty (20%) percent or more of its revenues, operating income or net profits from one or more Gaming Businesses; or (B) has as its primary purpose the conduct of one or more Gaming Businesses; and the term "Gaming Business" means the ownership, operation or management of one or more casinos, video lottery terminal facilities, racetracks, on-line gaming businesses or other business involving gaming or wagering.

EXHIBIT 512

EXHIBIT 512

BRIAN ZIEGLER

From: BRIAN ZIEGLER
Sent: Tuesday, September 20, 2016 12:07 AM
To: 'claytonm@gtlaw.com'
Subject: Seibel / Caesars

Dear Mark:

Your 9/2/16 letter to me invited me to contact you if I wanted to discuss said letter. I called you earlier today and was advised that you were on the phone. I left you a voice message requesting that you call me back. I also called you and left a message on 9/9/16. However, we have not yet spoken.

On Friday 9/16/16, I sent you a detailed letter providing you with additional information of which you may not have been aware while at the same time asking some questions and making some reasonable requests. You have not yet responded to said letter.

Although I have learned of your background in the gaming regulatory industry, I also understand that you are acting as an advocate for your client. We have been advised by an independent experienced gaming consultant in Nevada that the Gaming Authorities would not require that the interests that were held by Seibel be eliminated as you suggest but rather the Gaming Authorities would likely provide additional time for the Seibel interests to be transferred in a fair and acceptable manner. So, if the trust, as is, was reasonably determined not to be acceptable (without acknowledging that would be the case), they would allow a reasonable time for appropriate adjustments and/or a sale of the interests to one or more third parties. However, they would not insist that the Seibel interests essentially be forfeited to his significant financial harm and the significant financial benefit to your client and/or Mr. Ramsay.

As to the trust, I hope that you saw that under its terms no one that is an Unsuitable Person could ever receive a distribution or other similar benefit from a business that holds a gaming license. So, if Rowen's wife is deemed to be an Unsuitable Person (without acknowledging that would be the case), under the trust, she could never benefit from any of the subject restaurants. So while she may remain a beneficiary of the trust and receive the benefits of other assets of the trust, for example, a dividend from stock in a public company that is held by the trust, she could never receive any distributions of income from, or have any interest in, any of the subject restaurants. There are similar safeguards with regard to the trustees.

I still welcome the opportunity to speak with you but if a solution, acceptable to all parties, cannot be reached, it seems that we will soon be headed for long, protracted and expensive litigation to the detriment of all – except maybe the attorneys handling it. I hope there is a better way to resolve this.

Brian

CERTILMANBALIN

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

☎ Direct 516.296.7046 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

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

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EXHIBIT 513

EXHIBIT 513



MITCHELL SILBERBERG & KNUPP LLP
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Kevin E. Gaut
(310) 312-3179 Phone
(310) 231-8379 Fax
keg@msk.com

September 22, 2016

**BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) AND EMAIL
VIA E-MAIL (BZIEGLER@CERTILMANBALIN.COM)**

GR BURGR, LLC
200 Central Park South
19th Floor
New York, NY 10019
Attn: Rowen Seibel

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

Re: License Agreement Between GR US Licensing, LP and GR BURGR, LLC

Dear Sirs,

I write on behalf of GR US Licensing, LP ("GRUS"). Please take notice that GRUS hereby terminates and/or rescinds, effective as or before the date that Caesars terminated the Caesar's Agreement (as defined below), the license granted pursuant to the License Agreement between GRUS and GR BURGR, LLC (the "License Agreement").

GRUS is terminating and/or rescinding the license because, *inter alia*: (1) Caesars terminated the Development, Operation and License Agreement by and among PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager LLC, GR BURGR, LLC, and Gordon Ramsay, an individual dated December 13, 2012 (the "Caesars Agreement") by letter dated September 21, 2016 based on the fact that Mr. Seibel pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a felony which renders him an "Unsuitable Person" pursuant to Section 4.2.5 of the Caesars Agreement; (2) the termination of the Caesars Agreement defeats the purpose of the License Agreement and causes a material and incurable default in GR BURGR, LLC's performance of its obligations under the License Agreement, including Section 6.2 thereof; and (3) there was never disclosure of and there were affirmative misrepresentations concerning the facts and events underlying the criminal information and of other business information.

In addition to the above, GRUS reserves all other rights and remedies at law and in equity.

Sincerely,

Kevin E. Gaut
A Professional Corporation of
MITCHELL SILBERBERG & KNUPP LLP

EXHIBIT 514

EXHIBIT 514



MITCHELL SILBERBERG & KNUPP LLP
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Kevin E. Gaut
(310) 312-3179 Phone
(310) 231-8379 Fax
keg@msk.com

September 27, 2016

BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED)
VIA E-MAIL (BZIEGLER@CERTILMANBALIN.COM)

Rowen Seibel
200 Central Park South, 19th Floor
New York, NY 10019

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

Re: GR Burgr, LLC

Dear Sirs,

I write on behalf of GR US Licensing, LP ("GRUS"). Please take notice that GRUS hereby terminates and/or rescinds the Limited Liability Company Agreement of GR BURGR, LLC (the "LLC Agreement"), effective as of or before the date of termination of the Caesar's Agreement (as defined below). GRUS is terminating and/or rescinding the LLC Agreement because, *inter alia*: (1) Caesars terminated the Development, Operation and License Agreement by and among PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager LLC, GR BURGR, LLC, and Gordon Ramsay, an individual dated December 13, 2012 (the "Caesars Agreement") by letter dated September 21, 2016 based on the fact that Mr. Seibel pleaded guilty to a one-count criminal information charging him with corruptly impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a felony which renders him an "Unsuitable Person" pursuant to Section 4.2.5 of the Caesars Agreement; (2) the termination of the Caesars Agreement and of the license agreement with GRUS defeats the purpose of the LLC Agreement, will cause GR BURGR, LLC to cease its business operation on a permanent basis, warranting termination and/or dissolution pursuant to Section 13 of the LLC Agreement, and renders impracticable the continuation of GR BURGR, LLC; and (3) there was never disclosure of and there were affirmative misrepresentations concerning the facts and events underlying the criminal information and in other required business disclosures.

In addition to the above, GRUS reserves all other rights and remedies at law and in equity.

Sincerely,

Kevin E. Gaut
A Professional Corporation of
MITCHELL SILBERBERG & KNUPP LLP

8153235.2/45623-00002

11377 West Olympic Boulevard, Los Angeles, California 90064-1683
Phone: (310) 312-2000 Fax: (310) 312-3100 Website: www.msk.com

016

EXHIBIT

GR31 Ziegler 12.03.20

AA04008

RAMSAY 0008 0079

EXHIBIT 515

EXHIBIT 515

FENNEMORE CRAIG, P.C.
300 East Second Street - Suite 1510
Reno, Nevada 89501
Tel: (775) 788-2200 Fax: (775) 786-1177

1 **DECL**

2 ALLEN J. WILT, ESQ.
3 Nevada State Bar No. 4798
4 JOHN TENNERT, ESQ.
5 Nevada State Bar No. 11728
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11 Email: awilt@fclaw.com
12 jtennert@fclaw.com

13 *Attorneys for Defendant Gordon Ramsay*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 vs.

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

26 Defendant,

27 GR BURGR LLC, a Delaware limited liability
28 company,

Nominal Defendant.

Case No.: A-17-751759-B
Dept No.: XV

**SECOND DECLARATION OF DAVID
KERR IN SUPPORT OF DEFENDANT
GORDON RAMSAY'S OPPOSITION
TO PLAINTIFF'S MOTION FOR
PARTIAL SUMMARY JUDGMENT
CONCERNING (1) THE PAYMENT
OF THE LICENSE FEE THROUGH
MARCH 31, 2017, AND (2) THE
BREACH OF § 14.21 OF THE
DEVELOPMENT AGREEMENT**

1 I, David Kerr, declare and say as follows:

2 1. I am the Finance Director of Kavalake Limited, which is the indirect parent of RB
3 Restaurant Ventures LLC. In that capacity, I have personal knowledge of the matters recited
4 herein.

FENNEMORE CRAIG, P.C.
300 East Second Street - Suite 1510
Reno, Nevada 89501
Tel: (775) 788-2200 Fax: (775) 786-1177

1 2. I make this second declaration in support of Gordon Ramsay's Opposition to
2 Plaintiff's Motion for Partial Summary Judgment Concerning (1) the Payment of the License Fee
3 Through March 31, 2017, and (2) the Breach of § 14.21 of the Development Agreement.

4 3. The License Agreement that governs the restaurant Gordon Ramsay Burger is
5 between RB Restaurant Ventures, LLC and PHWLV, LLC. That agreement recites generally the
6 same terms and conditions as the development agreement between GR BURGR LLC and
7 PHWLV, LLC.

8 4. RB Restaurant Ventures, LLC is a Nevada LLC, which is indirectly controlled by
9 Gordon Ramsay. Gordon Ramsay owns a majority interest in Kavalake Ltd., which owns 100% of
10 GR US Topco LLC, which owns 100% of RB Restaurant Ventures LLC. Kavalake also owns a
11 controlling majority interest in GR US Licensing LP, which owns 50% of GR BURGR LLC. RB
12 Restaurant Ventures LLC is therefore an affiliate of GR BURGR LLC through the common
13 control of both Gordon Ramsay and Kavalake Ltd.

14 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
15 is true and correct, except as to those matters stated upon information and belief, and as to those
16 matters, I believe them to be true.

17 Dated: 10/5/2017

18 
19 _____
20 DAVID KERR
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EXHIBIT 516

EXHIBIT 516



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re: GR Burgr, LLC;

GR US LICENSING, LP,

Petitioner

v.

ROWEN SEIBEL,

Respondent,

ROWEN SEIBEL,

Respondent and Counterclaim
Plaintiff,

v.

GR US LICENSING, LP,

Petitioner and Counterclaim
Defendant,

and

GR BURGR, LLC,

Nominal Defendant

C.A. No. 12825 (VCS)

**ANSWER TO VERIFIED PETITION FOR
JUDICIAL DISSOLUTION AND DECLARATORY JUDGMENT AND
VERIFIED COUNTERCLAIMS OF RESPONDENT ROWEN SEIBEL
AGAINST PETITIONER GR US LICENSING, LP**

Respondent Rowen Seibel (“Seibel” or “Respondent”), by his undersigned counsel, hereby states as follows in response to the Verified Petition for Judicial Dissolution and Declaratory Judgment (“Petition”) filed by Petitioner GR US Licensing LP (“GRUS” or “Petitioner”):

1. Through this petition GRUS requests that the Court dissolve GRB because the Company has ceased to do business and its ability to carry on any future business is not reasonably practicable in light of the felony conviction of **Rowen Seibel (“Seibel”), a 50% member and manager of GRB, and his designation as an “Unsuitable Person” as more particularly set forth below.** GRB’s sole income generating asset was a Development, Operation and License Agreement (the **“Caesars Agreement”**) with PHW Las Vegas, LLC (**“Caesars”**), through which GRB licensed certain trademarks to Caesars for use in a single restaurant in the Planet Hollywood casino in Las Vegas, Nevada. Following **Seibel’s felony conviction, Caesars determined that Mr. Seibel was an “Unsuitable Person” pursuant to the Caesars Agreement and terminated the Caesars Agreement with GRB because of Mr. Seibel’s association with the Company. With the Caesars Agreement terminated and Seibel’s classification as an Unsuitable Person,** it is no longer reasonably practicable for GRB to carry on its business. Seibel cannot be associated or connected with any regulated business, in particular those requiring a gaming or liquor license.

ANSWER: The first three sentences of this paragraph set forth GRUS’s theory of the case and the relief it seeks, to which no response is required. To the extent a response is required, Seibel denies the allegations in these sentences. By way of further response, Seibel avers that GRB not only licensed certain trademarks, but also the concepts system, menus and recipes for the restaurant, and that PHW Las Vegas, LLC subsequently assigned its interest in the Caesars Agreement to another entity. Seibel denies the allegations in the fourth sentence.

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

ANSWER: Seibel denies the allegations in this paragraph.

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

ANSWER: Admitted.

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

ANSWER: This paragraph quotes selectively from the LLC Agreement, to which no response is required, and Seibel refers the Court to that agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

5. The Company is a joint venture created by GRUS, a Delaware limited partnership affiliated with celebrity chef Gordon Ramsay, and Seibel in December 2012 to develop first class restaurants using certain trademarks licensed to the Company by GRUS (the "GRB Marks"). See LLC Agreement, Recitals & § 4. GRUS and Seibel each own a 50% member interest in the Company. *Id.* § 7.2.

ANSWER: The first sentence of this paragraph contains GRUS's characterizations of the LLC Agreement, to which no response is required, and Seibel refers the Court to that agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this sentence. By way of further response Seibel avers that under the LLC Agreement,

GRB was to own the trademarks “BURGR” and “GR BURGR”, and that GRUS only licensed the trademark “BURGR Gordon Ramsay” to GRB. By way of further response Seibel avers that GRB developed the restaurant concept, menus and recipes, which, collectively with the trademarks, were defined in the LLC Agreement as the “Company Rights.” Seibel admits the allegations in the second sentence.

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

ANSWER: The first sentence of this paragraph contains GRUS’s characterizations of the LLC Agreement, to which no response is required, and Seibel refers the Court to that agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this sentence. Seibel admits the allegations in the second sentence.

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

ANSWER: The first sentence of this paragraph contains GRUS’s characterizations of the Caesars Agreement and draws legal conclusions therefrom, to which no response is required, and Seibel refers the Court to that agreement for

a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this sentence. By way of further response, Seibel avers that in addition to licensing trademark, the Caesars Agreement licenses “GR Materials”, defined as “the concept, system, menus and recipes designed for use in connection with the Restaurant” Seibel admits the allegations in the second sentence and by way of further response avers that GRUS, through its controller, Gordon Ramsay (“Ramsay”), prevented the Company from engaging in any other business as part of a concerted effort, in concert with Caesars, to oust Seibel from the Company and to self-interestedly secure the value of the Company and its assets for the sole benefit of Ramsay.

8. Because Caesars is a regulated business, subject to and existing because of privileged licenses, including those issued by gaming authorities, the **Caesars Agreement required the “highest standards of honesty, integrity, [and] quality...” of GRB** and its affiliates, including Seibel. *Id.* § 11.1. The Caesars Agreement required full and frank disclosure by the Company and its associates, including Seibel, and as a fundamental condition, the Caesars Agreement was expressly conditioned on Caesars being satisfied that the Company, its members **and managers, and their respective affiliates are not at any time “Unsuitable Persons.”** *Id.* § 2.2. An “Unsuitable Person,” as defined in the Caesars Agreement, is a person “whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or **failure to obtain” gaming and alcohol licenses held by Caesars.** *Id.* § 1. The Caesars Agreement required written disclosure on an ongoing basis with respect to GRB and its associates concerning any possible designation as an Unsuitable Person. *Id.* § 11.2. Seibel concealed his criminal actions, described in detail below, when the Caesars Agreement was signed, and failed to subsequently disclose these actions, as required.

ANSWER: The first four sentences of this paragraph contain GRUS's characterizations of the Caesars Agreement and draw legal conclusions therefrom, to which no response is required, and Seibel refers the Court to that agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in these sentences. Seibel denies the allegations in the fifth sentence.

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

ANSWER: This paragraph contains GRUS's characterizations of the Caesars Agreement and draws legal conclusions therefrom, to which no response is required, and Seibel refers the Court to that agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph. By way of further response, Seibel lacks knowledge or information sufficient to admit or deny what is of "fundamental importance to Caesars" and therefore denies such allegations.

10. On April 18, 2016, Seibel plead guilty to a one-count felony criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws) for which the punishment is up to two years imprisonment, and on August 19, 2016, Judge William H. Pauley, III of the Southern District of New York sentenced Seibel to one month of imprisonment, six months of home detention, and 300 hours of community service, and ordered restitution. Judge Pauley described Seibel's actions as "a serious

crime against the United States” and found that “the fact is that [Seibel] knew very well what [he was] doing was wrong.” Judge Pauley further stated, “Whatever the motivation for getting involved in this scheme and, more importantly, for continuing in the scheme for as long as he did...the fact is that it continued for many years, and he made a whole series of corrupt and misguided decisions to perpetuate it.”

ANSWER: Seibel admits the allegations in the first sentence of this paragraph. The second and third sentences contain GRUS’s select quotations from and characterizations of Judge Pauley’s comments and rulings, to which no response is required, and Seibel refers the Court to the record of the referenced proceedings for a full and complete description thereof. To the extent a response is required, Seibel denies the allegations in these sentences.

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

ANSWER: This paragraph contains GRUS’s characterizations of Judge Pauley’s comments and rulings, to which no response is required, and Seibel refers the Court to the record of the referenced proceedings for a full and complete description thereof. To the extent a response is required, Seibel denies the allegations in this paragraph.

12. Judge Pauley found that in or around May of 2008, after learning from a series of news articles about a government investigation into UBS’s efforts to help wealthy Americans evade taxes, Seibel created a Panamanian shell company, of which Seibel was the beneficial owner. Judge Pauley found that Seibel then flew

to Switzerland, closed his existing UBS accounts, and in an effort to avoid detection, opened a bank account in the name of the Panamanian shell company in another Swiss bank.

ANSWER: This paragraph contains GRUS's characterizations of Judge Pauley's comments and rulings, to which no response is required, and Seibel refers the Court to the record of the referenced proceedings for a full and complete description thereof. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of Judge Pauley's comments and rulings, to which no response is required, and Seibel refers the Court to the record of the referenced proceedings for a full and complete description thereof. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of Judge Pauley's comments and rulings, to which no response is required, and Seibel refers the Court to the record of the referenced proceedings for a full and complete

description thereof. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of certain purported legal requirements under the Caesars Agreement and the LLC Agreement, to which no response is required, and Seibel refers the Court to the referenced agreements for a full and complete recitation of their terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

16. Caesars became aware of Seibel's felony conviction, and, on September 2, 2016, sent notice to GRB and Mr. Ramsay that, in Caesars' judgment, the conviction rendered Seibel an Unsuitable Person under the Caesars Agreement. *See* Letter from M. Clayton to GR Burgr, LLC, et al., Sept. 2, 2016, attached hereto as Exhibit 3. Caesars demanded the GRB terminate any relationship with Seibel within ten (10) days and provide Caesars with evidence of such terminated relationship. Caesars warned that if GRB failed to terminate its relationship with Seibel, Caesars would be required to terminate the Caesars Agreement pursuant to Section 4.2.5 thereof.

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 2, 2016 letter, to which no response is required, and Seibel refers the Court to the referenced letter for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 2 and September 6, 2016 letters, to which no response is required, and Seibel refers the Court to the referenced letters for a full and complete recitation of their terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 8, 2016 letter, to which no response is required, and Seibel refers the Court to the referenced letter for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph. By way of further response, Seibel avers that the trust is not controlled by Seibel's wife, and that Seibel first informed GRUS of his intent to transfer his interest in GRB in April 2016.

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

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 12, 2016 letter, to which no response is required, and Seibel refers the Court to the referenced letter for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

20. On September 15, 2016, GRUS informed Caesars that Mr. Ramsay and GRUS had demanded that Seibel terminate his interest in and association with GRB, and that Seibel had declined. *See* Letter from D. Reaser to M. Clayton, Sept. 15, 2016, attached hereto as Exhibit 8. GRUS also informed Caesars that Seibel had proposed to transfer his interest in GRB to a family trust controlled by his attorney and his wife, and that GRUS and Mr. Ramsay rejected that proposal because the arrangement would not **terminate Seibel's association with GRB as required by the Caesars Agreement**. *Id.* GRUS and Mr. Ramsay asked Caesars to **confirm that Caesars agreed with the conclusion that Seibel's proposed transfer was not acceptable**. *Id.*

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 15, 2016 letter, to which no response is required, and Seibel refers the Court to the referenced letter for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph. By way of further response, Seibel avers that the referenced letters is **one in which Ramsay requests Caesars to make an "unsuitability" finding and object to the assignment so that he could terminate the license agreement and seek dissolution as part of his ongoing scheme, in concert with Caesars, to oust Seibel and take the value of the Company and its assets for himself**. By way of further response, Seibel avers that **the trust is not controlled by Seibel's wife**.

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

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 16, 2016 letter, to which no response is required, and Seibel refers the Court to the referenced letter for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: This paragraph contains GRUS's characterizations of the referenced September 21, 2016 letter, as well as characterizations of and legal conclusions under the Caesars Agreement, to which no response is required, and Seibel refers the Court to the referenced letter and agreement for a full and complete recitation of their terms. To the extent a response is required, Seibel denies the allegations in this paragraph. By way of further response, Seibel avers that the purported termination by Caesars is invalid in that the Caesars Agreement was purported to be terminated by an entity that had assigned all its interests in that Agreement.

COUNT I: JUDICIAL DISSOLUTION

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

ANSWER: Seibel repeats his responses to Paragraphs 1 through 22 as if fully set forth herein.

24. The Company was formed with the purpose to plan, develop, build, and operate a first-class restaurant in the Planet Hollywood casino pursuant to the Caesars Agreement between Caesars and GRB. GRB has no other restaurants or business activity.

ANSWER: This first sentence of this paragraph contains GRUS's characterizations of the LLC Agreement, to which no response is required, and Seibel refers the Court to the referenced agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this sentence. By way of further response, Seibel avers that the Company was formed to own, develop and operate "restaurants." Seibel admits the allegations in the second sentence that GRB has no other restaurants, and denies the remainder of the sentence. By way of further response, Seibel avers that GRUS, through its controller, Ramsay, prevented the Company from engaging in any other business as part of a concerted effort to oust Seibel from the Company and to self-interestedly secure the value of the Company and its assets for the sole benefit of Ramsay.

25. Caesars has deemed Seibel an Unsuitable Person under the Caesars Agreement because of his felony conviction and terminated the Caesars Agreement

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

ANSWER: Regarding the allegations in the first sentence of this paragraph, Seibel lacks knowledge or information sufficient to admit or deny what Caesars' motivations were, and therefore denies the allegations in this sentence. By way of further response, Seibel refers the Court to the correspondence from Caesars for a complete and accurate recitation of such correspondence. By way of further response, Seibel avers, upon and information and belief, that Caesars' decisions were motivated, at least in part, as part of a collusive scheme with Ramsay to oust Seibel from the Company and to secure for Ramsay himself the value of the Company and its assets. Regarding the second sentence, Seibel admits that the Company did not have revenue-generating business other than the agreement with Caesars, and by way of further response avers that GRUS, through its controller, Ramsay, prevented the Company from engaging in any other business as part of a concerted effort to oust Seibel from the Company and self-interestedly steer opportunities away from GRB to entities wholly-owned by Ramsay, and secure the value of the Company and its assets for the sole benefit of Ramsay. The third sentence sets forth a legal conclusion to which no response is required; however, to

the extent a response is required, the allegations in that sentence are denied. Regarding the fourth sentence, Seibel lacks knowledge or information sufficient to **admit or deny the allegations regarding GRUS's motivations and therefore denies** the allegations in this sentence. By way of further response, Seibel avers that **GRUS's prior determinations were part of a scheme, driven by Ramsay, in which** Ramsay directed GRUS to reject outright other business opportunities on which the Company could have capitalized in order to pressure Seibel to abandon the business so that Ramsay could divert all the profits to himself.

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

ANSWER: Denied.

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

ANSWER: Admitted.

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

ANSWER: Denied.

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

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

ANSWER: Seibel repeats his responses to paragraphs 1 through 28 as if fully set forth herein.

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

ANSWER: This paragraph contains GRUS’s characterization of and selective quotation from the LLC Agreement, to which no response is required, and Seibel refers the Court to the referenced agreement for a full and complete recitation of its terms. To the extent a response is required, Seibel denies the allegations in this paragraph.

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

ANSWER: Seibel denies the first and second sentences of this paragraph. Regarding the third sentence, Seibel is without knowledge or information sufficient to admit or deny what GRUS is or is not willing to do, and therefore denies the

allegations in this sentence. By way of further response, Seibel avers that any unwillingness on the part of GRUS is contrived and part of the ongoing scheme to oust Seibel and secure the ongoing and future value of the Company and its assets for Ramsey alone. Seibel denies the allegations in the fourth sentence.

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

ANSWER: This paragraph sets forth the relief sought by GRUS, to which no response is required. To the extent a response is required, Seibel denies that GRUS is entitled to any relief.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Petitioner should be denied its requested relief of judicial dissolution because its own conduct, and that of its affiliates and related parties, is the cause of the purported deadlock and frustration of purpose about which it complains.

SECOND AFFIRMATIVE DEFENSE

Petitioner's claims are barred by its unclean hands.

THIRD AFFIRMATIVE DEFENSE

Petitioner's claims are barred by the doctrine of estoppel.

VERIFIED COUNTERCLAIMS

Respondent/Counterclaim-Plaintiff, Rowen Seibel (“Seibel”), by and through his undersigned counsel, by and for his Counterclaim in this action, alleges as follows:

NATURE OF THE ACTION

1. These Counterclaims seek redress for what it is the latest effort by Seibel’s disgruntled business partner—British celebrity chef, Gordon Ramsay (“Ramsay”)—to unwind certain of their restaurant ventures. Ironically, it was by partnering with Seibel in the first place and taking advantage of his financial backing, that Ramsay was able to lay claim to a host of successful restaurant projects in the United States.

2. As alleged more fully herein, the Las Vegas burger restaurant at issue in these Counterclaims, “Gordon Ramsay BurGR” (hereafter, “BURGR Restaurant”), was and is a profitable operation that yielded approximately \$1,000,000 per annum to GR Burgr, LLC (“GRB” or the “Company”).

3. The revenue derived from (a) certain trademarks and trade names licensed to the Company from GRUS, and (b) the concept, system, menus and recipes (collectively hereafter “Concept”) owned and developed by the Company designed for use in connection with the Restaurant, which intellectual property and other rights were sublicensed or licensed, as the case may be, to the entity, an

affiliate of Caesars Entertainment (“Caesars”), that operated the BURGR Restaurant out of Planet Hollywood in Las Vegas. Because Ramsay, through petitioner GR US Licensing LP (“GRUS” or “Petitioner”), and Seibel are equal owners of the Company, they each enjoyed their distributive share of revenues that flowed through the Company.

4. In violation of the fiduciary duties owed by GRUS, which is controlled by Ramsay, to Seibel, Ramsay put in motion a scheme whereby he rebuffed all opportunities for the Company to expand its business. That kept the Company hostage to a single revenue stream. Ramsay’s plan was to oust Seibel and then continue to exploit the Company’s valuable intellectual property for himself.

5. After that plan already was in motion, Seibel pled guilty to a criminal charge relating to impeding the IRS. Ramsay pounced on that as an opportunity to complete his ongoing scheme. Ramsay rejected Seibel’s proposed transfer of his interests in GRB. Ramsay encouraged Caesars to determine that Seibel was an “unsuitable” person under the terms of the license agreement between the Company and Caesars’ affiliate. Once Caesars made that determination and terminated its agreement with GRB, Ramsay failed to contest Caesars’ wrongful termination and instead caused GRUS to improperly terminate the license agreement between it and the Company. Ramsay believed that this would provide

the excuse to effectively shut down the Company and dissolve it without paying Seibel any compensation for his interest in the Company. For his part, Ramsay intends to continue to exploit the licensed intellectual property and take the money for himself, despite the fact that the Company still owns the Concept. This is evidenced by the fact that the BURGR Restaurant continues to operate under the same trademarks and trade names, for which Ramsay now gets the money to exclusion of Seibel—the other member of the Company.

6. **Not only is GRUS's and Ramsay's conduct a violation of fiduciary duty, one step in their plan—the termination of the license agreement between GRUS and the Company—is independently a breach of the license agreement because no “default” under the agreement occurred.** To the extent that claim for breach of contract belongs to the Company, Seibel brings it derivatively on behalf of the Company. There can be no doubt that demand is futile. The Company has two members, each with a designated manager. Commencement of a lawsuit by **the Company against Ramsay's GRUS, would require approval of both managers,** which is unrealistic to say the least.

THE PARTIES

7. Plaintiff Seibel is an individual residing at 200 Central Park South, New York, New York 10019.

8. Defendant GRUS is a Delaware limited partnership and is subject to

jurisdiction under 6 *Del. C.* § 18-105. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is Ramsay. The Company has two equal managers. Seibel appointed himself.

9. Non-party Stuart Gillies ("Gillies") is an individual; he is the GRUS-appointed manager of the Company.

10. Non-party Ramsay is an individual residing at One Catherine Pl., London, Greater London, SW1E 6DX, United Kingdom and at 2230 Waybridge Lane, Los Angeles, CA 90077.

BACKGROUND

The Parties' Relationship and Business History

11. Seibel has enjoyed a long and successful career in the restaurant business, primarily developing restaurant concepts and expanding existing restaurant brands and securing strategic locations for his restaurants.

12. In or around 2010, Seibel became acquainted with celebrity chef Gordon Ramsay ("Ramsay"). Eventually, they formed a business relationship whereby they conceived, developed, funded and, in some cases, operated restaurants, and in other cases licensed other parties to operate restaurants.

13. Seibel introduced Ramsay to certain of his contacts in Las Vegas, including those at Caesars Entertainment, the well-known hotel and casino concern.

14. By 2011, Seibel and Ramsay had joint venture relationships for various successful restaurants, including “Gordon Ramsay Pub & Grill” at Caesars Palace, “Gordon Ramsay Steak” at Paris Las Vegas. For each of these restaurants, while Seibel and Ramsay were presented as, and maintained a joint-venture relationship in their dealings with Desert Palace, Inc. (“DPI”), the operator of Caesars Palace and Paris Las Vegas Operating Company, LLC (“Paris”), the operator of Paris Las Vegas, in documenting the transaction with each of DPI and Paris, allegedly because of a bitter dispute with his father-in-law, Ramsay requested, and the parties agreed, that each Seibel and Ramsay would cause their entities to enter into separate agreements for the Gordon Ramsay Pub & Grill and Gordon Ramsay Steak Restaurants with DPI and Paris respectively.

15. Shortly thereafter, Seibel-Ramsay developed the Concept for the restaurant at issue in this action, “Gordon Ramsay BurGR”, and entered into an agreement for the operation of the same at Planet Hollywood (hereafter, “BURGR Restaurant”).

16. The structure for the BURGR Restaurant venture, and the ensuing bad faith and self-serving scheme of Ramsay to oust Seibel from the venture and appropriate for himself the current and future value of that venture and its intellectual property rights, is set forth in more detail below.

17. It was a 2014 dispute over yet another contemplated restaurant project

called “Fat Cow” in Los Angeles that was the catalyst for Ramsay’s action in Delaware and other retaliatory lawsuits, filed as part of an effort to break up certain of his ventures with Seibel.

18. This is not the first time that Ramsay has attempted to close a restaurant he owned with Seibel and misappropriate the value of the venture for himself. In last 2013, Ramsay began a secret plan to close a restaurant they jointly owned called “Fat Cow” in Los Angeles. Seibel sued Ramsay in the State Supreme Court of New York in April 2014 because although he and Ramsay were equal owners of the entities formed to own and operate the Fat Cow restaurant, Ramsay took Seibel’s \$800,000 investment, used it to build-out the restaurant and train the staff, and then forced the restaurant to close so he could open another restaurant of his own in the same space.

Seibel and GRUS form GR BURGR, LLC

A. The LLC Agreement

19. In or around 2012, Seibel and Ramsay developed a concept for a first class, burger-themed restaurant that would focus on gourmet burgers, fries and milkshakes.

20. Thus, in or about December 2012, Seibel and Ramsay made their first class, burger-centric/burger-themed restaurant concept a reality by forming GRB. To formalize their relationship, Seibel and Ramsay entered into a Limited Liability

Company Agreement for GR BURGR, LLC (the “LLC Agreement”), the parties to which are by Seibel and GRUS. Upon information and **belief, GRUS is Ramsay’s** entity that holds the rights to license the Gordon Ramsay name in the United States.

21. Under the LLC Agreement, Seibel and GRUS each hold a 50% membership interest in GRB, and each is entitled to nominate one manager of GRB. Seibel nominated himself as a manager and GRUS nominated Stuart Gillies (“Gillies”).

22. Utilizing its own trademarks and a license to use the Gordon Ramsay name under a License Agreement described below, GRB further holds the exclusive right to promote and manage the first-class, burger-centric/burger-themed restaurants that is the very purpose of its formation. GRB’s **exclusive** rights include the food recipes and menus for the burger-themed restaurants, as well as the concept of these restaurants and the system by which these restaurants would operate. In addition, and as the owner of one trademark and licensee of another, the owner of the first class, burger-themed restaurant **Concept, GRB’s** business also includes licensing the trademarks and the Concept to third-parties.

23. The GRB business was intended by the parties to be long-term, and could only be terminated through dissolution. Thus, the LLC Agreement provides **that termination may occur through dissolution if (a) “the LLC ceases its business**

operations on a permanent basis,” (b) upon “the sale or transfer of all or substantially all of the assets of the LLC,” (c) “entry of a decree of judicial dissolution,” or (4) “as otherwise determined by the Managers.”

24. The LLC Agreement further provides that, except in circumstances not at issue in this case, GRB’s net profit is to be distributed to its members in proportion to their membership interests. In addition, on an annual basis, each member’s membership interest in GRB is to be valued based upon the company’s earnings and the net value of its assets, among other factors.

25. The LLC Agreement further provides that a license agreement will be entered into with GRUS for the mark “BURGR Gordon Ramsay” and, in paragraph 8.11 “[i]t is acknowledge that GRUS and GRUS Manager are interested parties with respect to the License Agreement. Accordingly, so long as the Company is controlled by GRUS and Seibel, or Seibel, and/or their respective affiliates, any decision to be made by the Company with respect to the License Agreement shall be made by the Seibel Manager acting reasonably and in good faith, unless expressly provided otherwise herein.”

B. The License Agreement

26. Contemporaneous with the LLC Agreement, GRB entered a License Agreement with GRUS under which GRUS acknowledged that GRB is the owner of the BURGR and GR BURGR trademarks (and any variation thereof, excluding

the name “Gordon Ramsay”), and granted GRB an exclusive license to use and sublicense (or not to use or sublicense) the “BURGR Gordon Ramsay” trademark in the operation of business. In particular, the License Agreement confirms GRUS’s understanding that “it is the intention of the parties that [GRB] shall have the right to use or sublicense (or not use or not sublicense) the Licensed Rights in connection with various aspects of the operation and management of Restaurant Operations that . . . any Sublicensee operates or manages”

27. Under the License Agreement, GRB was required to pay GRUS a license fee for any sublicense of the Gordon Ramsay BURGR trademark, “except with respect to any Restaurant Operations owned and operated by Caesars, Harrah’s or Planet Hollywood in the USA.”

28. The License Agreement also contained certain “Representations of the Parties,” all of which expired upon entry of the agreement. In particular, GRB represented that it had the power and authority to enter the License Agreement, and that “[t]he execution and delivery of this Agreement by [GRB] does not, and the consummation of the performance of its obligations contemplated hereby will not, conflict with or violate any contract or agreement that is binding on [GRB].”

29. The License Agreement also includes a covenant of use in which GRUS “hereby acknowledges and agrees that [GRB] shall have the right to use and exploit the Mark throughout the universe in perpetuity subject to the terms and

conditions of this Agreement and the [LLC Agreement]. Except as provided for herein, [GRUS] shall not object to, oppose or otherwise seek to limit in any way [GRB's] use or exploitation of the Licensee Marks, in any manner which is consistent with the terms and conditions of this Agreement and [the LLC Agreement].”

30. Like the LLC Agreement, the License Agreement was also intended to be long-term. Thus the License Agreement provides for a twenty year term, **unless otherwise terminated under the agreement's default and termination provisions.** Section 10.1 of the License Agreement states that an event of default occurs:

If a party is in material default in the performance of an obligation under this Agreement, and such default continues for a period of thirty (30) days after written notice from the aggrieved party; provided, however, that if such default cannot by its nature reasonably be cured within such thirty (30) day period, an event of default will not occur and so long as the defaulting party promptly commences and diligently pursues the curing of such default within a reasonable time thereafter.

31. Section 10.2 of the License Agreement provides that upon an uncured **default under Section 10.1, “the non-defaulting party may terminate this Agreement by providing written notice to the other party of its election to do so (a ‘Termination Notice’).**” The License Agreement, however, remains in effect notwithstanding a termination notice “with respect to, and during the effectiveness

of, any sublicense between [GRB] and any Sublicensees that exists as of the date of the Termination Notice.”

GRB Enters a License with Planet Hollywood

32. The first location chosen for a GRB, burger-themed restaurant was the Planet Hollywood hotel in Las Vegas, Nevada.

33. Thus, on December 14, 2012, Planet Hollywood, GRB and Ramsay entered into a Development, Operation and License Agreement (the “PH License”) to design, develop, construct a burger-themed restaurant named “BURGR Gordon Ramsay.”

34. Under the PH License, GRB agreed to sublicense the name “BURGR Gordon Ramsay” and license the Concepts and other items and, along with Ramsay, provide consulting services to Planet Hollywood.

35. For use of the BURGR Gordon Ramsay trademark and Concepts, Planet Hollywood agreed to pay BGR a License Fee based upon the amounts and percentages of gross restaurant and merchandise sales.

36. The term of the PH License with Planet Hollywood was ten years. However, Planet Hollywood was permitted to terminate the PH License under certain defined circumstances. Among other circumstances, Planet Hollywood was entitled to terminate the PH License if Planet Hollywood determines that “any GR Associate is an Unsuitable Person,” and BGR fails to cure by terminating its

relationship with such person or cease the relationship to Planet Hollywood's satisfaction.

GRUS Violates the License Agreement and Breaches its Fiduciary Duty to GRB and Seibel

37. As alleged above, Seibel and Ramsay enjoyed a productive and profitable partnership in the restaurant business for many years. As also alleged above, their relationship began to deteriorate and Ramsay began a secret plan to close the jointly owned Fat Cow restaurant in Los Angeles. Seibel sued in April 2014 after Ramsay forced the restaurant to close and called upon Ramsay to account for his self-dealing conduct in connection with that restaurant. Disturbingly, Ramsay's conduct in connection with the Fat Cow restaurant bears many of the same indicia of bad faith as are present here.

38. In *Seibel v. Ramsay*, Index No. 651046/2014, filed in the Supreme Court of the State of New York, County of New York on or about April 2, 2014, Seibel alleges that Ramsay sought and obtained his financial backing for the project and then proceeded to wrongfully close the restaurant, to misappropriate the value of the project for himself and to open a new restaurant without Seibel's participation.

38. Leading up to the opening of the Fat Cow restaurant, it was known to Ramsay that the name "Fat Cow" likely infringed the trademark "Las Vacas Gordas," which was owned by another restaurant in Florida. Instead of taking

steps to address this problem as he promised Seibel he would, Ramsay allowed the trademark problem to persist.

40. Predictably, the Fat Cow restaurant received a cease and desist letter from Las Vacas Gordas. Ramsay negotiated a limited extension of the restaurant's ability to continue to use the name "Fat Cow." What Ramsay concealed was that he negotiated the extension for just long enough such that its lapse roughly coincided with the end of prohibition under an agreement with The Blackstone Group on him opening a restaurant in Los Angeles that utilized his name.

41. Instead of simply renaming the Fat Cow restaurant and utilizing his name, Ramsay forced the Fat Cow to close, despite Seibel's objections, and in breach of Ramsay's fiduciary duties. Ramsay went so far as to issue WARN letters to employees at the same time Seibel continued to object to a closure that Ramsay was not authorized to effect unilaterally.

42. Also undisclosed to Seibel was that Ramsay was secretly negotiating during that same time to open up a new Ramsay-owned restaurant at the same location, unfairly taking advantage of Seibel's capital contribution to the Fat Cow project for Ramsay's own benefit.

43. Ramsay's ire over the Fat Cow restaurant litigation bled over into Seibel's and Ramsay's other ventures, including the one at issue here.

44. At the same time he was secretly planning to close the Fat Cow in late

2013, Ramsay (now through GRUS) began acting in contravention of the parties' agreements as early as late 2013.

45. Under the LLC Agreement, the BURGR and GR BURGR trademarks were to be owned by GRB. In contravention of that Agreement, Ramsay caused his entity Gordon Ramsay Holdings Ltd to register the mark BURGR in its own name. It was not until 2015, when Seibel learned that the trademark had been **improperly registered with Ramsay's entity as the owner**, that the trademark BURGR was assigned to GRB.

46. Starting in late 2013, Ramsay, GRUS and Gillies refused to inform themselves regarding corporate opportunities directed to GRB presented by Seibel, and refused to share or discuss or even consider those opportunities with Seibel. (See August 1, 2016 letters from Brian K. Ziegler to Kevin E. Gaut, attached hereto collectively as Exhibit 1.) Even when a fiduciary is not obligated to pursue a corporate opportunity, nothing in this case absolved fiduciaries of their obligation to inform themselves of facts reasonably available in connection with potential transactions and of their obligation to discuss them in good faith. This, of course, was not going to happen in any event because limiting GRB's **business to a single** revenue stream that Ramsay and GRUS intended to take without compensation to Seibel was part of a pre-conceived plan.

47. Ramsay, GRUS and Gillies also repeatedly refused to meet or discuss

relevant business issues with Seibel. (*See id.*) The thinly-veiled excuse was the LLC Agreement does not require meetings of members or managers. That hardly is the point, and each of Ramsay, GRUS and Gillies knew it. As fiduciaries, they were obligated to make reasonable efforts to at least discuss business issues with Seibel.

48. In April 2016, Ramsay unilaterally instructed Planet Hollywood, through GRUS, to remit monies under the PH License directly to GRUS, as opposed to the Company, in contravention of the Development Agreement and the LLC Agreement. (*See* April 7, 2016 letter from Kevin E. Gaut to Paul B. Sweeney, attached hereto as Exhibit 2.)

49. On April 11, 2016, Seibel informed GRUS of his intention to assign his interests in GRB. In response, GRUS made numerous unreasonable demands, effectively blocking the transfer. Eventually, GRUS stated that it would not consent to the transfer.

50. In September of 2016, Seibel pled guilty to one count of tax obstruction related to maintenance of non-U.S. bank accounts. Prior to that time, Seibel had no duty to disclose information related to that plea. In fact, Seibel was not even aware of any investigation into his prior to the entry of the agreements at issue in this action.

51. Seizing on that, at the urging of Ramsay and GRUS, Caesars

purported to terminate the PH License with GRB based on its unsubstantiated finding that Seibel was now an “unsuitable” person for purposes of business dealings with Caesars and its affiliates. That, in turn, was GRUS’s excuse to attempt to terminate the License Agreement with GRB. All of this was part of Ramsay’s plan, implemented through GRUS, to sever his relationship with Seibel and keep for himself and for GRUS proceeds from continuing dealings with Caesars affiliates.

52. Had Ramsay and GRUS comported with their fiduciary obligations, they would have at least considered in good faith **Seibel’s proposed assignment**. Had Ramsay and GRUS comported with their fiduciary obligations, they would have at least considered in good faith a simple and straightforward solution to the problem, one that would have protected Caesars (even assuming its purported concerns regarding “unsuitability” were warranted), protected GRB and allowed Seibel to exit the Company with compensation for his interest in the Company.

53. The LLC Agreement provides that, with the consent of GRUS, Seibel could have transferred the entirety of his limited liability company interest to an unaffiliated, and suitable, party. (*See* § 10.1(a).) Instead of considering or discussing this win-win approach, GRUS, counterintuitively, actively solicited Caesars to make an “unsuitability” finding so that GRUS could then purport to terminate the License Agreement and ultimately dissolve GRB. (*See* September

15, 2016 letter from Dan. R. Reaser to Mark A. Clayton, attached hereto as Exhibit 3.)

54. As alleged above, Caesars capitulated and purported to terminate the PH License. However, the termination was not made by the appropriate party. **Moreover, Caesars’** actions in deciding to terminate that and other agreements with which Seibel was involved are full of inconsistencies, such as allowing for cure opportunities in some cases and not in others, and continuing to engage in business that it deems advantageous with known criminals **who certainly are “unsuitable.”** The double-standard is readily apparent. (*See* September 16, 2016 letter from Brian K. Ziegler to Mark A. Clayton, attached hereto as Exhibit 4.)

55. Had Ramsay and GRUS comported with their fiduciary obligations, they would have at least considered in good faith contesting Caesars purported termination, which was not made by the then-party to the PH License.

56. The suspect and self-dealing nature of the terminations of both the PH License and the License Agreement are further evidenced by the post-termination conduct of Caesars and GRUS.

57. If the PH License is validly terminated, then the BURGR Restaurant must cease operations, which has not happened.

58. Section 4.3.2(a) states that upon termination of the PH License, Planet Hollywood “**shall cease operation of the Restaurant and its use of**” the Intellectual

Property. It also states that as long as the BURGR Restaurant is in operation, Planet Hollywood must pay the License Fee to GRB.

59. The parties to the PH License or their affiliates later entered another agreement providing that the prior restaurant agreements could be terminated for convenience only if the casino-entity were to terminate its contract with Ramsay and refrain from entering a different or amended agreement with Ramsay or an affiliate related to the restaurant or its premises. This clause applies the PH License, and other restaurant agreements.

60. Further, Section 4.3.2(e) expressly states that upon the termination of the PH License, **Planet Hollywood “shall not use the Restaurant’s food and beverage menus or recipes developed by GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.”**

61. Again, based on the express language of the PH License, upon any valid termination, the BURGR Restaurant must cease operations.

62. However, to this day, the BURGR Restaurant remains open for business and is generating millions of dollars in profits annually yet Planet Hollywood is not paying the license fee earned and due to GRB.

63. In fact, subsequent to the purported termination, Planet Hollywood continued to use the Intellectual Property, GRB Marks, and General GR Materials (as defined in the PH License) in operating the BURGR Restaurant. But then, on

information and belief, instead of paying the monies due directly to GRB, Planet Hollywood and Ramsay colluded and diverted payment of the License Fee away from GRB and made all or some portion of that payment directly to Ramsay or GRUS.

FIRST CAUSE OF ACTION
Breach of the License Agreement
(Seibel, derivatively on behalf of GRB against GRUS)

64. Seibel repeats and reallages the allegations set forth in the preceding paragraphs as if fully set forth herein.

65. GRB and GRUS entered into the License Agreement under which GRUS granted GRB an exclusive license to use or license, or not use or not license, the name “BURGR Gordon Ramsay” in connection with any burger-themed restaurant.

66. GRB substantially performed each and every of its obligations under the License Agreement, and was willing and able to perform any remaining obligations under the License Agreement.

67. A claim for breach of the License Agreement belongs to the Company.

68. Under 6 *Del. C.* § 18-1001, a member or manager of a limited liability company may prosecute a derivative action by or in the right of the company if demand on management to bring such claim is refused or, alternatively, if an effort

to cause management to bring such claim is not likely to succeed.

69. Consistent with 6 *Del. C.* § 18-1002, Seibel has been a member of the Company since its formation, and, therefore, maintained such status at the time of the transactions complained of and at the time of the filing of these Counterclaims.

70. Efforts to cause the Company to sue GRUS for a violation of the License Agreement and/or for misappropriating assets thereunder would have been futile. Seibel and Gillies, as the GRUS-appointed manager, are equal managers of the Company. According to the allegations of the Verified Complaint filed by GRUS in this Court, management of the Company is deadlocked (which Seibel denies). There is no reasonable basis on which anyone could conclude that Gillies would agree to cause the Company to sue GRUS, of which he also is a manager, as would be required under the LLC Agreement. (*See* § 8.1 (requiring unanimous manager approval for all decisions).) Moreover, as stipulated in the LLC Agreement, GRUS is conflicted with respect to the License Agreement. (*See* § 8.1.)

71. GRUS's purported termination of the License Agreement was invalid and constitutes a breach of the License Agreement.

72. Although GRUS purported to terminate the License Agreement by way of a letter from Kevin E. Gaut to the Company and to Brian K. Ziegler, dated September 22, 2016 (attached hereto as Exhibit 5), that attempted termination was

invalid. The September 22 letter fails to identify any specific default under the License Agreement that would trigger termination. (*See* §§ 10.1 and 10.2.)

73. The September 22 letter states that “the termination of the Caesars Agreement defeats the purpose of the License Agreement and causes a material and incurable default in GR BURGR LLC’s performance of its obligations under the License Agreement, including Section 6.2 thereof.” The foregoing language fails to cite any specific default that would trigger termination. The only reference to a specific section of the License Agreement is to Section 6.2, but that section is inapplicable.

74. Section 6.2 of the License Agreement simply contains certain representations that were required to be true at the time of execution of the agreement (*i.e.* (i) GRB had due authority to execute and (ii) consummation of obligations contemplated by the agreement will not violate any contract that is binding on GRB). (*See* § 6.2.) Those representations do not survive execution of the License Agreement and cannot form the basis for a default that would trigger termination.

75. GRUS’s breach of the License Agreement resulted in GRB’s most valuable asset, its license under the License Agreement, being lost and withdrawn by GRUS.

76. GRB's loss of its license under the License Agreement has caused GRB injury.

77. There is no adequate legal remedy for GRB's loss of its license.

78. GRB is entitled to a judgment of specific performance requiring GRUS to withdraw its termination of the License Agreement and to reinstate GRB's rights under the License Agreement.

COUNT II
Misappropriation/Unjust Enrichment
(Seibel, Derivatively on behalf of the Company Against GRUS)

79. Seibel repeats and reallages the allegations set forth in the preceding paragraphs as if fully set forth herein.

80. The allegations regarding derivative standing in paragraphs 100-101 of Count I are incorporated herein by reference. Demand would have been futile

81. After terminating the License Agreement, GRUS (or an affiliate of GRUS, including Ramsay) unjustly continued the business of GRB by maintaining a relationship with Planet Hollywood, and maintaining a BURGR Gordon Ramsay burger-themed restaurant at Planet Hollywood, Las Vegas.

82. After terminating the License Agreement, GRUS (or an affiliate of GRUS, including Ramsay) unjustly misappropriated and used GRB's business assets, including its trade name, its recipes, its restaurant concept and its menus, in

maintaining a BURGR Gordon Ramsay burger-themed restaurant at Planet Hollywood, Las Vegas.

83. As of the date on which the License Agreement was terminated, and thereafter, GRUS (or an affiliate of GRUS, including Ramsay) were enriched by maintaining the BURGR Gordon Ramsay restaurant at Planet Hollywood, Las Vegas, and by misappropriating and using GRB's business assets, including its trade name, its recipes, its restaurant Concept and its menus, in maintaining the restaurant.

84. GRUS's enrichment was at GRB's expense.

85. It is against equity and good conscience to permit GRUS (or an affiliate of GRUS, including Ramsay) to retain any profits from the operation of the Gordon Ramsay BURGR burger-themed restaurant at Planet Hollywood, Las Vegas after it terminated the License Agreement.

86. GRB is entitled to a judgment against GRUS equal to the amount of its unjust enrichment.

87. Seibel lacks an adequate remedy at law.

THIRD CAUSE OF ACTION

Breach of Fiduciary Duty (Seibel against GRUS)

88. Seibel repeats and reallages the allegations set forth in the preceding paragraphs as if fully set forth herein.

89. In its capacity as a 50% owner of the Company, and the controller of **the Company's principal asset**—the purportedly terminated License Agreement—GRUS owes a fiduciary duty of loyalty to Seibel, the other member of the Company.

90. The LLC Agreement does not contain a provision, authorized by 6 *Del. C. § 18-1101*, limiting **or eliminating the default duty of loyalty**. GRUS's duty is thus extant.

91. GRUS breached that duty by the self-serving and bad faith conduct alleged herein.

92. Such conduct includes, but is not limited to:

- a) Refusing to discuss with Seibel important business issue;
- b) Refusing to inform itself about and discuss with Seibel corporate opportunities presented to GRB and within its line of business;
- c) Engaging in a scheme to oust Seibel from GRB's **business**, while attempting to continue to profit restaurant relationships with Caesars affiliates;
- d) **Refusing to consider an assignment of Seibel's interest in GRB;**
- e) Failing to contest the purported termination by Caesars, despite having valid basis to do so; and
- f) In furtherance of the foregoing, actively soliciting Caesars to

make an “unsuitability” finding regarding Seibel as part of a course of conduct intended to result in the dissolution of GRB without compensating Seibel for his interests, but leaving GRUS and Ramsay free to capitalize on the same business.

93. As a direct and proximate result of this self-serving and bad faith conduct, Seibel has been damaged, at a minimum due to the loss of his distributive share of the profits of GRB and/or his ability to sell his interest in GRB, which easily could be a viable going concern absent the breaches alleged herein.

94. Seibel lacks an adequate remedy at law.

COUNT IV
Breach of Fiduciary Duty
(Seibel, Derivatively on behalf of the Company Against GRUS)

95. Seibel repeats and reallages the allegations set forth in the preceding paragraphs as if fully set forth herein.

96. The allegations regarding derivative standing in paragraphs 100-101 of Count I are incorporated herein by reference. Seibel and Gillies, as the GRUS-appointed manager, are equal managers of the Company. According to the allegations of the Verified Complaint filed by GRUS in this Court, management of the Company is deadlocked. There is no reasonable basis on which anyone could conclude that Gillies would agree to cause the Company to sue GRUS, of which he also is a manager, as would be required under the LLC Agreement. (*See* § 8.1 (requiring unanimous manager approval for all actions).) Moreover, as stipulated

in the LLC Agreement, GRUS is conflicted with respect to the License Agreement, *see* § 8.11, and the purported termination of that agreement is inextricably **intertwined with the course of conduct that constitutes GRUS's breaches of fiduciary duty.**

97. After terminating the License Agreement, GRUS (or an affiliate of GRUS, including Ramsay) GRUS self-interestedly continued the business of GRB by maintaining a relationship with Planet Hollywood, and maintaining a Gordon Ramsay BURGR burger-themed restaurant at Planet Hollywood, Las Vegas.

98. After terminating the License Agreement, GRUS (or an affiliate of GRUS, including Ramsay) continued to benefit itself by misappropriating and **using GRB's business assets, including its trade name, its recipes, its restaurant concept and its menus, in maintaining a BURGR Gordon Ramsay burger-themed restaurant at Planet Hollywood, Las Vegas.**

99. As of the date on which the License Agreement was terminated, and thereafter, GRUS (or an affiliate of GRUS, including Ramsay) were enriched by maintaining the BURGR Gordon Ramsay restaurant at Planet Hollywood, Las Vegas, and by **misappropriating and using GRB's business assets, including its trade name, its recipes, its restaurant concept and its menus, in maintaining the restaurant.**

100. **GRUS's self-dealing was at GRB's expense.**

101. It is against equity and good conscience to permit GRUS (or an affiliate of GRUS, including Ramsay) to retain any profits from the operation of the BURGR Gordon Ramsay burger-themed restaurant at Planet Hollywood, Las Vegas after it terminated the License Agreement.

102. GRUS is liable to return to GRB the assets it took for itself, or, alternatively, the monetary value thereof.

103. Seibel lacks an adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Respondent Seibel respectfully requests that the Court enter an Order:

- A. Declaring that the License Agreement was not validly terminated;
- B. Declaring that GRUS has breached its fiduciary duty of loyalty to Seibel;
- C. Declaring that GRUS has breached its fiduciary duty of loyalty to GRB;
- D. Compelling specific performance of the License Agreement;
- E. Imposing a constructive trust on any property obtained by GRUS as a result of the breaches of contract, misappropriation and breaches of fiduciary duty alleged herein;
- F. Awarding Seibel damages in an amount to be determined at trial; and

G. Imposing a constructive trust over any monies received by GRUS from the operations of the BURGR Restaurant following the purported terminations of the PH License and the License Agreement.

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Paul D. Brown

Paul D. Brown (#3903)

Joseph B. Cicero (#4388)

Stephanie S. Habelow (#5184)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, DE 19801

(302) 295-0191

Attorneys for Respondent Rowen Seibel

OF COUNSEL:

Paul B. Sweeney

Certilman Balin Adler & Hyman, LLP

90 Merrick Avenue

East Meadow, NY 11554

(516) 296-7000

Dated: November 23, 2016

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Answer to Verified Petition for Judicial Dissolution and Declaratory Judgment and Verified Counterclaims of Respondent Rowen Seibel Against Petitioner GR US Licensing, LP* was served upon the following counsel via File & ServeXpress on the 23rd day of November, 2016:

Donald J. Wolfe, Esq.
Brad Davey, Esq.
Timothy R. Dudderar, Esq.
Matthew E. Fischer, Esq.
Jacqueline A. Rogers, Esq.
Potter Anderson Corroon LLP
1313 North Market Street
Wilmington, DE 19801

/s/ Paul D. Brown
Paul D. Brown (#3903)



Exhibit 1

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

August 1, 2016

Via Email to: keg@msk.com

Kevin E. Gaut, Esq.
Mitchell Silberberg & Knupp LLP
11377 West Olympic Boulevard
Los Angeles, California 90064-1683

Re: GR BURGR, LLC (the "LLC" or the "Company")

Dear Mr. Gaut:

We refer to your letter of July 11, 2016 (and two subsequent letters) regarding proposed assignments by Mr. Seibel of membership interests in GR BURGR, LLC.

We remind you that it has been your client, not ours, who has repeatedly ignored and violated the terms of the agreements between our respective clients and/or taken unilateral, unauthorized and/or improper action in direct contravention to the terms of their agreements including, among others, the following:

- (i) Unilaterally acting to close the parties' FAT COW restaurant in direct contravention to the terms of the parties' partnership agreement and the expressed desire and instructions of our client.
- (ii) Unilaterally instructing Planet Hollywood to send funds belonging to GR BURGR, LLC instead to your client in direct contravention to the terms of both the operating agreement of GR BURGR, LLC and the parties' Development, Operation and License Agreement with Planet Hollywood.
- (iii) Repeatedly refusing to share with the other member and manager information, inquires and opportunities directed at GR BURGR, LLC that are brought to the attention of your client.
- (iv) Repeatedly refusing to meet and/or discuss relevant business matters facing, and/or opportunities relating to, the entities owned by our respective clients.

On the contrary, our client has acted in accordance with the terms of the agreements between our clients and will continue to do the same in the future. He has not assigned his membership interest in GR BURGR, LLC.

We reserve, on behalf of our client, all rights, remedies and claims.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

August 1, 2016

Via Email to: keg@msk.com

Kevin E. Gaut, Esq.
Mitchell Silberberg & Knupp LLP
11377 West Olympic Boulevard
Los Angeles, California 90064-1683

Re: GR BURGR, LLC (the "LLC" or the "Company")

Dear Mr. Gaut:

We are in receipt of your letter of July 11, 2016 related to the email correspondence from our client to yours in which our client attempted, to no avail, to get your client to consider and discuss what appears to be an excellent potential opportunity for the Company. There is so much wrong with your letter, legally and factually, including without limitation the following:

1. Our client, a manager of the LLC, became aware of what appears to be a potentially excellent business opportunity for the LLC and suggested to his 50% partner and co-manager that they meet (in person or by conference call) to discuss it. You find fault and criticize this. This is exactly what managers of limited liability companies and members of a board of directors of corporations are supposed to do. In fact, people in such positions are required to bring such opportunities to the attention of the entity for which they serve.¹

2. Not only do you wrongly criticize this proper course of conduct, but you do so in a sarcastic and unprofessional manner. This is not helpful.

3. You wrongly say that the meeting was called on a few days' notice. The email correspondence suggested a date when my client knew that both Mr. Thomas and a member of your firm would be with a member of our firm, thinking that at least some of the participants in the call would already be together. However, it was very clear to say that if your client was unable to attend or call in at that time that your client should suggest two or three alternate times.

4. Your reference to Section 8 (more specifically it is Section 8.6) of the Company's limited liability company agreement (the "Agreement") is totally off base. Section 8.6 does not say that the managers shall never meet or participate in a meeting via a conference call nor does it say, as you imply, that the managers should not consider and discuss business opportunities of the Company for which they have willingly agreed to serve as a managers. I hope you will reconsider what each manager's fiduciary responsibility is to the Company and its members.

¹ In this regard, we once again call on your client to bring to the attention of my client and the Company all opportunities relating to the business of the Company or the potential growth or expansion of the business of the Company.

Kevin Gaut, Esq.
August 1, 2016
Page 2

5. I refer you to the penultimate recital paragraph of the Agreement, which provides what the Company was formed to do:

“WHEREAS, the Members desire the Company to (a) own, develop and operate directly or through wholly or partially-owned subsidiaries, and/or to provide services to affiliates and unaffiliated parties who own, develop and operate, first class Concept restaurants using the Licensed Rights, and/or the Company Rights, and (b) to license the Company’s Rights and/or sublicense the Licensed Rights, to affiliates and non-affiliates in connection with their ownership, development and operation of a Concept restaurant;”²

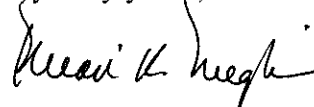
Your idea that it is somehow wrong for a manager to bring to the attention of the other manager and the Company an opportunity that falls squarely within this is incomprehensible.

6. In suggesting a meeting to consider this Company opportunity, Mr. Seibel has not solicited or accepted an offer for a new GR BURGR restaurant as you suggest. However, Mr. Seibel should, as should your client, be entertaining this opportunity. There is no breach of authority on the part of Mr. Seibel – but clearly a breach of fiduciary duty by your client. As to Mr. Frederick, all he has done is pass on to our respective clients information relative to an inquiry he received. Mr. Seibel will provide no instructions to Mr. Frederick as you suggest. Instead, I hope he will say thank you to Mr. Frederick.

7. My client has acted reasonably and properly and, as you point out, has on numerous occasions tried to engage your client to consider opportunities to benefit and expand the business of GR BURGR, LLC with little or no cost or downside (but significant upside). While my client has consistently tried to further the purposes for which the business was formed and in which it is succeeding, your client has improperly ignored my client on each such occasion. In the future, with regard to opportunities of the Company to grant sublicenses under the Company’s License Agreement, my client will, in each case, consider and evaluate utilizing the rights conferred upon him by Section 8.11 of the Agreement pursuant to which “any decision to be made by the Company with respect to the License Agreement shall be made by the Seibel Manager acting reasonably and in good faith, unless expressly provided otherwise herein.”

Kindly be guided accordingly.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

² See also Section 4 of the Agreement which reflects what the business of the Company shall be.

Exhibit 2



MITCHELL SILBERBERG & KNUPP LLP
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Kevin E. Gaut
Chairman
(310) 312-3179 Phone
(310) 231-8379 Fax
keg@msk.com

April 7, 2016

VIA E-MAIL AND U.S. MAIL

Paul B. Sweeney
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554

**Re: GR Burgr, LLC and PHW Manager, LLC,
on behalf of PHW Vegas, LLC (d/b/a Planet Hollywood)**

Dear Paul:

Following recent delays in accounting and payment to the Ramsay participant entity arising out of GR Burgr, arrangements have been made for payments to that entity to be made directly from Planet Hollywood. Accordingly, moving forward, Planet Hollywood will account directly to the Ramsay entity under the agreement of December 13, 2012 and directly to GR Burgr LLC for the Seibel share to be retained by his entity.

Also, Gordon was just able to sell the liquor license being used for the Fat Cow for about \$60,000. The license was in the individual name of Gordon and Andi. However, FCLA may have paid for the license, and if so, we recognize the possibility that the license proceeds could be an FCLA asset. While preserving all rights, and unless we reach another agreement first, we will tender to the Court as part of the existing dissolution proceedings the issue whether FCLA owns the proceeds and if so how they should be divided or credited.

Sincerely,

Kevin E. Gaut
of
MITCHELL SILBERBERG & KNUPP LLP

KEG/jda

Exhibit 3

FENNEMORE CRAIG, P.C.

300 E. Second Street
Suite 1510
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(775) 788-2200

Dan R. Reaser
Direct Phone: (775) 788-2226
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dreaser@fclaw.com

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Las Vegas (702) 692-8000
Nogales (520) 281-3480
Phoenix (602) 916-5000
Reno (775) 788-2200
Tucson (520) 879-6800

September 15, 2016

ELECTRONIC & U.S. MAIL

Mark A. Clayton, Esq.
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas Nevada 89169

Re: GR BURGR, LLC;
DEVELOPMENT, OPERATION AND LICENSING AGREEMENT
*Determination of Unsuitability and Demand for Termination of Association
with Rowan Seibel*

Dear Mark:

We represent Gordon Ramsay and GR US Licensing, L.P. ("GRUS"). This letter is further to your correspondence dated September 2, 2016, notifying Mr. Ramsay and GRUS that PHW Las Vegas, LLC ("PHW"), had determined that Rowan Seibel is an "Unsuitable Person" as defined in Section 1 of that certain Development, Operation and Licensing Agreement dated December 13, 2012 (the "Agreement"), among Mr. Ramsay, GR Burgr, LLC (the "Company"), and PHW. In your correspondence dated September 2, 2016, PHW demands that on or before September 20, 2016, Mr. Ramsay and the Company terminate any relationship with Mr. Seibel based on his status as an Unsuitable Person. Failing such disassociation, PHW advised that Mr. Ramsay and the Company will face termination of the Agreement under Section 4.2.5 of that contract.

By this letter, we advise PHW that Mr. Ramsay and GRUS have made demand upon Mr. Seibel that he terminate his interest in and association with the Company. Mr. Seibel has declined to accede to this demand as of the date of this letter. While Mr. Ramsay and GRUS are hopeful that Mr. Seibel will timely respond favorably to that request, neither Mr. Ramsay nor GRUS can provide any assurance that PHW's demand will be satisfied by September 20, 2016. In an effort to demonstrate to PHW that Mr. Ramsay and GRUS consider seriously this

FENNEMORE CRAIG

Mark A. Clayton, Esq.
GREENBERG TRAURIG, LLP
September 15, 2016
Page 2

situation, we enclose with this letter copies of correspondence exchanged with counsel for Mr. Seibel.

As PHW may surmise from the accompanying correspondence, while GRUS is a member of the Company, GRUS and Mr. Ramsay do not have the legal authority to unilaterally terminate Mr. Seibel's interest and membership in the Company. To accomplish that end will require either his assent or a legal proceeding dissolving the Company. PHW also will discern from this course of correspondence with Mr. Seibel's representative, that Mr. Seibel has proposed to transfer his interest in the Company to a Family Trust that will be subject to control by his spouse and an attorney. Our clients have rejected this proposal as a solution to PHW's demand for disassociation with Mr. Seibel. That decision was reached because this arrangement does not definitively terminate any direct or indirect involvement or influence in the Company by Mr. Seibel. Further, the arrangement provides no method by which PHW or a gaming regulatory agency could be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney, to be involved with, or profit from, a continuing business relationship with PHW under the Agreement. Please confirm that PHW is of the same view.

What Mr. Ramsay and GRUS can assure PHW is that (i) Mr. Ramsay and GRUS have since your letter avoided, and will continue to avoid, any other association with Mr. Seibel; and, (ii) absent Mr. Seibel's timely voluntary termination of his interest in the Company, both Mr. Ramsay and GRUS will undertake to terminate their singular association with Mr. Seibel through the Company using available legal and equitable remedies under applicable law.

Mr. Ramsay and GRUS commit to keep PHW promptly apprised of any material developments in the continuing efforts to comply with PHW's demand. Please advise should have any questions.

Sincerely,



Dan R. Reaser

Enclosures (4)

cc: Michael Thomas, Esq.
Kevin Gaut, Esq.

Exhibit 4

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

September 16, 2016

Via Email and Regular Mail

Mark A. Clayton, Esq.
Greenberg Traurig
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169

Dear Mr. Clayton:

I refer to your purported termination letters dated September 2, 2016 relating to the various Development, Operation and License Agreements, Development and Operation Agreement and/or Consulting Agreement between your clients and DNT Acquisition, LLC, LLTQ Enterprises, LLC, FERG, LLC, Moti Partners, LLC, TPOV Enterprises, LLC and GR BURGR, LLC.

I also refer to your letter dated September 2, 2016 to me ("Compliance Letter") in which you claim that the "purported assignments did not meet the internal compliance criteria set forth in (1) (ii) (A)-(D) of the Letter Agreement ("Letter Agreement") dated May 26, 2014." I also refer to your follow-up letter of September 12, 2016 responding to my letter of September 7, 2016.

It is no secret that Desert Palace, Inc. and its various affiliated companies (collectively, "Caesars") have been trying (we believe improperly) for quite some time to end their business relationship with entities with which Mr. Seibel is or was affiliated. Some of Caesars' actions in this regard are now subject to claims that will be adjudicated by the federal bankruptcy court. We submit to you that Caesars is still required to act reasonably and in good faith. Its recent precipitous actions appear to be anything but that and may result in protracted litigation to the detriment of all parties.

Your Compliance Letter claims that the purported assignments did not meet the internal compliance criteria. When notices of these assignments were provided to your client in April, 2016, what was the internal compliance process that Caesars undertook? Are there minutes of any meeting of any internal compliance committee? If so, we would ask that you provide them. Certainly no questions were asked concerning the assignments during the five month period following notice to your client. If your client had any legitimate issue or concerns they could have been addressed and necessary adjustments could have been made at such time.

Mark A. Clayton
September 16, 2016
Page 2

But rather, your clients acknowledged that assignments were made and your clients made payments to new assignee entities further acknowledging its acceptance of the assignments.

Your September 12, 2016 letter asserts that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel and that such relationship would be unacceptable to the Gaming Regulatory Authorities. Had your clients actually conducted an internal compliance process they may have asked for a copy of the trust document. I have taken the liberty of attaching a couple of the pages from the trust document relevant to this issue. While we do not agree that the assignees and their Associates have relationships with Rowen Seibel that would be unacceptable to the Gaming Regulatory Authorities, as you can see from the attached excerpt, in creating the trust document, great care was taken to ensure that the trust would never have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be guided by your clients' determination (except as otherwise determined by a court of competent jurisdiction). However, as you raise the issue for the first time in your September 12, 2016 letter and even there in vague and broad terms, i.e., "that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel" and "the Company believes that a commercial relationship with the proposed assignee and its Associates, because of their relationships with Mr. Seibel, would also be unacceptable to the Gaming Regulatory Authorities," we are unable to tell whose relationships with Mr. Seibel you are referring to and what changes could be made to make it acceptable, in your view, to the Gaming Regulatory Authorities. Please specify. Is it the trustees' relationship? The beneficiaries' relationship?

In view of the foregoing, assuming it is your clients' good faith intention to ensure that the assignee entities truly do not contain an Unsuitable Person that could jeopardize your clients' licenses with the Gaming Regulatory Authorities, and not your clients' intention to try to terminate the relevant contracts for the substantial financial gain that they believe would inure to their benefit, I believe it only appropriate, and would respectfully request, that you (i) extend the ten (10) business day deadline to cure that you imposed relating to the GR BURGR, LLC and DNT Acquisitions, LLC agreements and (ii) withdraw the immediate termination/incapable of being cured claim, with respect to the other agreements, in each case, for a period of thirty (30) days to allow you and I (or other appropriate counsel) to work together to ensure that the Gaming Regulatory Authorities are comfortable that the assignees and their Affiliates are not Unsuitable Persons, as has been my clients' intentions from the beginning.

In reviewing the termination letters we note that you provided an opportunity to cure for DNT Acquisition, LLC and GR BURGR, LLC while taking the position that the others are not capable of being cured. As you should have been made aware, prior to his assignments, Mr. Seibel's relationship to all of the ventures had been almost identical. He brought the concepts, brands and/or the individuals (e.g. Gordon Ramsay) to Caesars and in some cases invested substantial sums to build out and develop the restaurants. Among other things, Mr.

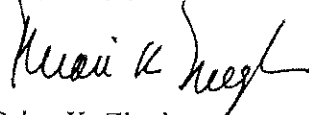
Mark A. Clayton
September 16, 2016
Page 3

Seibel was entitled to receive contractually agreed upon amounts for these contributions. He was not called upon by Caesars to provide assistance with regard to the operation of any of the restaurants as Caesars preferred to handle that themselves. We do not understand a claim that his actions and relationships are capable of being cured in some but not others. While we believe that the referenced actions were proper and effectively disassociated any relationship by Mr. Seibel, to the extent that is not the case, they should all be capable of being cured. In this regard, my clients remain ready, willing and able, in good faith, (a) to provide any information reasonably required by Caesars (none of which has been requested to date) to properly determine whether the assignments would be reasonably acceptable to you and the Gaming Regulatory Authorities and (b) to the extent not acceptable, make such changes (as contemplated by the trust) to make them acceptable or even, to the extent determined to be necessary, cause a further conveyance or assignment to be made to an approved third party that you would not conclude has a "direct or indirect" or "commercial" relationship that would be unacceptable to the Gaming Regulatory Authorities. However, we must reject your attempt to improperly, and without good faith, terminate all of the agreements as set forth in your various notices.

Finally, in considering your conclusion as to whether, based on the current assignments, a relationship still exists that would be unacceptable to Gaming Regulatory Authorities, we hope that you keep in mind that Mr. Seibel will have no involvement whatsoever with the subject restaurants while at the same time your client contracts with, promotes and advertises all over town its casino night club affiliation with The Rapper T.I. who has quite an extensive criminal record. We also hope you will consider the history of the Gaming Regulatory Authorities allowing other trusts to own interests in gaming properties or businesses associated with gaming properties.

I appreciate your consideration and look forward to hearing from you as to my request for additional time to work this out in an equitable and good faith manner. I am happy to speak with you or met with you in person to accomplish that.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

Exhibit 5



MITCHELL SILBERBERG & KNUPP LLP
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Kevin E. Gaut
(310) 312-3179 Phone
(310) 231-8379 Fax
keg@msk.com

September 22, 2016

**BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) AND EMAIL
VIA E-MAIL (BZIEGLER@CERTILMANBALIN.COM)**

GR BURGR, LLC
200 Central Park South
19th Floor
New York, NY 10019
Attn: Rowen Seibel

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

Re: License Agreement Between GR US Licensing, LP and GR BURGR, LLC

Dear Sirs,

I write on behalf of GR US Licensing, LP ("GRUS"). Please take notice that GRUS hereby terminates and/or rescinds, effective as or before the date that Caesars terminated the Caesar's Agreement (as defined below), the license granted pursuant to the License Agreement between GRUS and GR BURGR, LLC (the "License Agreement").

GRUS is terminating and/or rescinding the license because, *inter alia*: (1) Caesars terminated the Development, Operation and License Agreement by and among PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager LLC, GR BURGR, LLC, and Gordon Ramsay, an individual dated December 13, 2012 (the "Caesars Agreement") by letter dated September 21, 2016 based on the fact that Mr. Seibel pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a felony which renders him an "Unsuitable Person" pursuant to Section 4.2.5 of the Caesars Agreement; (2) the termination of the Caesars Agreement defeats the purpose of the License Agreement and causes a material and uncurable default in GR BURGR, LLC's performance of its obligations under the License Agreement, including Section 6.2 thereof; and (3) there was never disclosure of and there were affirmative misrepresentations concerning the facts and events underlying the criminal information and of other business information.

In addition to the above, GRUS reserves all other rights and remedies at law and in equity.

Sincerely,

Kevin E. Gaut
A Professional Corporation of
MITCHELL SILBERBERG & KNUPP LLP



VERIFICATION OF ROWEN SEIBEL

I, Rowen Seibel, being duly sworn, deposes and says:

1. I am the Counterclaim Plaintiff in this action.
2. I have read the foregoing Verified Counterclaims (the "Counterclaims") in this action. The matter contained in the Counterclaims is true insofar as it concerns the Counterclaim Plaintiff's acts and deeds. Upon information and belief, the matter contained in the Counterclaims is true insofar as it relates to the acts and deeds of other persons.

Rowen Seibel
Rowen Seibel

SWORN TO AND SUBSCRIBED before me
This 23rd day of November, 2016

Nancy Villacis
Notary Public

My commission expires: 12/08/2019

NANCY VILLACIS
Notary Public, State of New York
No. 01VI6102596
Qualified in Kings County
Commission Expires Dec. 8, 2019

*New York,
New York*

EXHIBIT 517

EXHIBIT 517

From: BRIAN ZIEGLER <BZIEGLER@certilmanbalin.com>
Sent: Tuesday, August 30, 2016 12:37 PM
To: Amie Sabo
Subject: Rowen Seibel
Attachments: SKM_C654e16083014070.pdf

Hi Amie.




I hope you are well. I imagine you have many other things on your plate but I wanted to provide you with some information and offer my availability per the attached. Thank you.

Kind regards,

Brian

 CERTILMANBALIN

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

 Direct 516.296.7046 |  Firm 516.296.7000 |  Fax 516.296.7111

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

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BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

August 30, 2016

Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, NV 89109
Attention: Amie Sabo, Esq.

Re: Rowen Seibel

Dear Amie:

I know that you have heard and/or read about the recent sentencing of Rowen in connection with his entering of a guilty plea resulting in his conviction of a felony. While I am happy to discuss the facts with you, to the extent I know them, I should also advise you that many of the press reports that I have read have been filled with inaccurate information. If you would like to have that conversation with me, please feel free to give me a call.

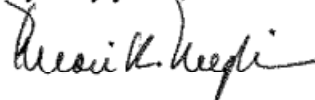
In the meantime, I call to your attention the series of letters/notices provided to you and/or your clients on or about April 8, 2016, prior to Rowen's conviction, pursuant to which Rowen divested himself (with one exception) of (i) any ownership in the entities doing business with your clients and (ii) any involvement with the subject restaurants.

You should also be aware that with respect to the Old Homestead Restaurant, you were provided with notice, on or about April 8, 2016, that Rowen's obligations and duties would be performed by J. Jeffrey Frederick. However, at the same time, Rowen divested himself of any ownership in DNT Acquisition, LLC ("DNT") the entity that contracted with Desert Palace, Inc. Rowen's interest in DNT had been owned through an entity called R Squared Global Solutions, LLC, but Rowen transferred his interest in R Squared Global Solutions, LLC to The Seibel Family 2016 Trust, the same trust referenced in the April 8, 2016 notices to you and/or your clients. As there was no DNT Change of Control as a result of the transfer of the interest in R Squared Global Solutions, LLC and your client's agreement with DNT remained unaffected by this transfer, notice of this transfer was not included with the notices provided to you in April, 2016.

Please reach out to me if you would like to discuss any of the above.

Thank you.

Very truly yours,



Brian K. Ziegler

4210952.1

EXHIBIT 518

EXHIBIT 518



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE: GR BURGR, LLC

GR US LICENSING, LP,

Petitioner,

v.

ROWEN SEIBEL,

Respondent.

ROWEN SEIBEL,

Respondent and
Counterclaim Plaintiff,

v.

GR US LICENSING, LP,

Petitioner and
Counterclaim Defendant,

and

GR BURGR, LLC,

Nominal Defendant.

C.A. No. 12825-VCS

MEMORANDUM OPINION

Date Submitted: June 20, 2017
Date Decided: August 25, 2017

Paul D. Brown, Esquire, Joseph B. Cicero, Esquire and Stephanie S. Habelow, Esquire of Chipman Brown Cicero & Cole LLP, Wilmington, Delaware, and Paul B. Sweeney, Esquire of Certilman Balin Adler & Hyman, LLP, East Meadow, New York, Attorneys for Respondent/Counterclaim Plaintiff Rowen Seibel.

Donald J. Wolfe, Jr., Esquire, Timothy R. Dudderar, Esquire and Jacqueline A. Rogers, Esquire of Potter, Anderson & Corroon LLP, Wilmington, Delaware, and Paul D. Montclare, Esquire and Jacob Albertson, Esquire of Mitchell Silberberg & Knupp LLC, New York, New York, Attorneys for Petitioner/Counterclaim Defendant GR US Licensing LP.

SLIGHTS, Vice Chancellor

Petitioner, GR US Licensing, LP (“GRUS”), has petitioned for judicial dissolution of GR BURGR, LLC (“GRB” or the “Company”) pursuant to 6 *Del. C.* § 18-802 (“Section 18-802”). In 2012, GRUS, an entity affiliated with celebrity chef Gordon Ramsay, partnered with Respondent, Rowen Seibel, to form GRB for the purpose of developing and operating first-class burger-themed restaurants. The only revenue-generating business GRB has launched since its formation is reflected in a Development, Operation and License Agreement (the “Caesars Agreement”) between GRB and an affiliate of Caesars Entertainment Corporation (“Caesars”), pursuant to which GRB licensed and sublicensed certain trademarks and other intellectual property for Caesars’s use in a burger-themed restaurant in the Planet Hollywood Resort & Casino in Las Vegas, Nevada (“Planet Hollywood”).

In 2016, Seibel was convicted of a felony tax-related offense. Upon learning of this conviction, Caesars terminated the Caesars Agreement. According to Caesars, any further business relationship with Seibel, or any business with which he is affiliated, would place Caesars in violation of Nevada gaming regulations. In part based on this development, GRUS (and Ramsay) now seek to dissolve GRB and to disassociate from Seibel in order to avoid any further reputational or other harm he might bring to them.

GRUS has moved for judgment on the pleadings. According to GRUS, the facts as admitted by Seibel demonstrate, as a matter of law, that it is no longer

“reasonably practicable” for GRB to carry on its business in conformity with its operating agreement and, therefore, dissolution of the entity is appropriate under Section 18-802. For the reasons explained below, I agree. The motion for judgment on the pleadings is GRANTED.

I. BACKGROUND

I draw the facts from GRUS’s Verified Petition for Judicial Dissolution and Declaratory Judgment (the “Petition”), Seibel’s Answer to the Petition (the “Answer”), the documents incorporated in these pleadings by reference and facts of which I may take judicial notice.¹

A. The Creation, Governance and Business of GRB

GRB is a Delaware limited liability company formed in December 2012 by Ramsay (through his entity GRUS) and Seibel.² GRUS and Seibel each own a 50% membership interest in GRB.³ Each is entitled to designate one manager of GRB;

¹ *McMillan v. Intercargo Corp.*, 768 A.2d 492, 500, 501 n.40 (Del. Ch. 2000). Without any basis in the Court of Chancery rules or case law, Seibel asserts that I should also accept all facts as pled in his counterclaims as true because GRUS has not answered them. I ruled on January 3, 2017, that I would **first address Petitioner’s motion for judgment on the pleadings before addressing Seibel’s counterclaims**, and therefore the relevant pleadings **for purposes of this motion are GRUS’s Petition and Seibel’s Answer**.

² Answer to Verified Pet. for Judicial Dissolution and Declaratory J. (“Answer”) ¶ 5; Verified Pet. for Judicial Dissolution and Declaratory J. (“Pet.”) Ex. 1 (“LLC Agreement”), at Recitals.

³ LLC Agreement, at § 7.2; Answer ¶ 5.

GRUS appointed non-party Stuart Gillies and Seibel designated himself.⁴ The LLC Agreement gives the managers the “**full and exclusive right, power and authority to manage all of the business and affairs of the Company.**”⁵ All decisions made by the managers require a majority vote—meaning the two managers must act unanimously.⁶ If the two managers cannot reach unanimous agreement, the LLC Agreement offers no mechanism by which to break that deadlock.⁷ The LLC Agreement provides that GRB will be dissolved upon or under the following events or circumstances: “**(a) the LLC ceases** its business operations on a permanent basis; (b) the sale or transfer of all or substantially all of the assets of the LLC; (a) [sic] the entry of a decree of judicial dissolution; or (b) [sic] as otherwise determined by the **Managers.**”⁸

⁴ LLC Agreement, at § 8.2; Answer ¶ 6.

⁵ LLC Agreement, at § 8.1.

⁶ *Id.* This is true as to all decisions other than those relating to the License Agreement with GRUS, described below, as to which **the LLC Agreement provides: “It is acknowledged** that GRUS and the GRUS Manager are interested parties with respect to the License Agreement. Accordingly, so long as the Company is controlled by GRUS and Seibel, or Seibel, and/or their respective affiliates, any decision to be made by the Company with respect to the License Agreement shall be made by the Seibel Manager acting reasonably **and in good faith, unless expressly provided otherwise herein.**” *Id.* at § 8.11.

⁷ *See generally id.* at § 8.

⁸ *Id.* at § 13.1.

GRB's stated business purpose is to own, develop, operate, and license the development of first-class burger-themed restaurants.⁹ Along with the execution of the LLC Agreement, GRB and GRUS executed an agreement whereby GRUS licensed to GRB the trademark **"BURGR Gordon Ramsay"** (the **"License Agreement"**).¹⁰ Soon after its formation, GRB developed and is now the sole owner of the trademarks **"BURGR"** and **"GR BURGR."**¹¹ It also developed the burger restaurant concept, menu and recipes, which along with the trademarks, the LLC Agreement defines as **"Company Rights."**¹²

On December 13, 2012, GRB entered into the Caesars Agreement with Caesars, pursuant to which GRB provided to Caesars a sublicense to use the name **"BURGR Gordon Ramsay,"** and a license to use certain recipes, menus and other trade property developed by GRB, for use in the **"BURGR Gordon Ramsay"** restaurant in Planet Hollywood.¹³ In exchange for the sublicense and license,

⁹ LLC Agreement, at Recitals, § 4.

¹⁰ *Id.* at Recitals; Answer ¶ 5; Transmittal Aff. of Jacqueline A. Rogers in Supp. of Pet'r's Opening Br. in Supp. of its Mot. for J. on the Pleadings (**"Rogers Transmittal Aff."**), Ex. 1 (**"License Agreement"**).

¹¹ Answer ¶ 5. According to Seibel, shortly after the filing of the Petition, beginning on October 19, 2016, and at various times thereafter, Gordon Ramsay has attempted to secure for himself trademark protection for the name **"Gordon Ramsay Burger."** Resp't and Countercl. Pl. Rowen Seibel's Req. for Judicial Notice (DI 27) Ex. A–C.

¹² Answer ¶ 5; LLC Agreement, at Recitals.

¹³ Pet. Ex. 2 (**"Caesars Agreement"**), at Recitals, § 6.

Caesars agreed to pay GRB license fees based on a percentage of gross restaurant sales and gross retail sales.¹⁴ Since its formation, GRB has engaged in no other revenue-generating business aside from the Caesars Agreement and the corresponding BURGR Gordon Ramsay restaurant in Planet Hollywood.¹⁵ According to Seibel, Ramsay and Caesars have colluded to oust Seibel from GRB and, as a part of this scheme, GRUS has prevented GRB from entering into any other revenue-generating business.¹⁶

Caesars's businesses are subject to "privileged licenses," including those issued by the Nevada Gaming Commission.¹⁷ Due to certain requirements associated with these licenses, Caesars conditioned the rights and obligations of each party under the Caesars Agreement **upon Caesars's satisfaction that** GRB and its members, managers and affiliates are not (and do not become) "Unsuitable

¹⁴ *Id.* at § 8.1.

¹⁵ Answer ¶ 24 ("Seibel avers that the GRUS, through its controller, Ramsay, prevented the Company from engaging in any other business as part of a concerted effort to oust Seibel from the Company and to self-interestedly secure the value of the Company and its **assets for the sole benefit of Ramsay.**"). *See also id.* at ¶¶ 7, 25.

¹⁶ Answer ¶ 24. In addition to this discord at GRB, Seibel, Ramsay and GRUS have been involved in litigation in New York over another restaurant venture since 2014. *See* Rogers Transmittal Aff. Ex. 2–6 (the operative pleadings in the New York action). The pleadings filed in New York are adjudicative facts of which I take judicial notice for purposes of this motion. *See Permenter v. JP Morgan Chase Bank Nat'l Assoc.*, 2015 WL 8528325, at *1 n.1 (Del. Ch. Dec. 8, 2015).

¹⁷ Caesars Agreement, at § 11.2. *See* NEV. REV. STAT. §§ 463.225, 463.310, 463.360; NEV. GAMING COMM'N REG. 5.045(1), 5.045(6)(a).

Person[s].”¹⁸ As defined in the Caesars Agreement, “Unsuitable Person” includes any person “whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain” the gaming and alcohol licenses held by Caesars or “who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of [Caesars] or its [a]ffiliates.”¹⁹ The Caesars Agreement further provides that Caesars may make the determination that any person associated with GRB, its members, managers and affiliates is an “Unsuitable Person” in its “sole and exclusive judgment.”²⁰ Upon a determination of unsuitability,

(a) Gordon Ramsay and/or GRB shall terminate any relationship with the [p]erson who is the source of such issue, (b) Gordon Ramsay and/or GRB shall cease the activity or relationship creating the issue to [Caesars’s] satisfaction, in [Caesars’s] sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by [Caesars] in its sole discretion, [Caesars] shall, without prejudice to any other rights or remedies of [Caesars] including at law or in equity, have the right to terminate [the Caesars Agreement] and its relationship with Gordon Ramsay and GRB.²¹

¹⁸ Caesars Agreement, at § 2.2.

¹⁹ *Id.* at § 1.

²⁰ *Id.* at § 11.2.

²¹ *Id.*

B. Seibel is Convicted of Impeding the Administration of the Internal Revenue Code, Causing Caesars to Terminate the Caesars Agreement

As noted, Seibel pled guilty on April 18, 2016, to a one-count felony criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) after employing an undeclared Swiss bank account and Panamanian shell company to hide taxable income.²² He was sentenced on August 19, 2016, to one month of imprisonment, six months of home detention and 300 hours of community service in addition to restitution.²³

Following the sentencing, on September 2, 2016, Caesars sent a letter to GRB, Seibel and Ramsay stating that **Seibel’s felony conviction rendered him an “Unsuitable Person,”** and demanding, therefore, **that “GRB, [] within 10 business days of the receipt of this letter, terminate any relationship with Mr. Seibel and provide Caesars with written evidence of such terminated relationship.”**²⁴ The letter **went on to state that “[i]f GRB fails to terminate the relationship with Mr. Seibel,**

²² Answer ¶ 10; Rogers Transmittal Aff. Ex. 7, at 15:12–17:19.

²³ Answer ¶ 10; Rogers Transmittal Aff. Ex. 7, at 22:8–21.

²⁴ **Pet. Ex. 3 (stating that “Caesars is aware that Rowen Seibel, who is a GR Associate under the [Caesars] Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.”).**

Caesars will be required to terminate the [Caesars] Agreement pursuant to Section 4.2.5 of the [Caesars] Agreement.”²⁵

Following receipt of the September 2 letter from Caesars, on September 6, 2016, GRUS sent a letter to Seibel’s attorney requesting that Seibel “**terminate *any* relationship**” with GRB and “**sign all necessary documents to confirm such termination.**”²⁶ In response, Seibel proposed to transfer his interest in GRB to a family trust. Caesars, however, rejected the proposal on September 12, 2016, after it “**determined that because the proposed assignees have direct and/or indirect relationships with Mr. Seibel, the proposed assignees are Unsuitable Persons,**” as defined in the Caesars Agreement.²⁷ In a letter dated September 12, 2016, GRUS renewed its demand that Seibel completely disassociate from GRB and “**fully comply with Caesars’ requirements within their timeline.**”²⁸ Seibel did not do so.²⁹

²⁵ *Id.* Ramsay’s attorney also sent Seibel’s attorney a letter dated September 2, 2016, stating that he was aware of Seibel’s felony conviction and that he expected to receive a **notice from Caesars regarding Seibel’s unsuitability under the Caesars Agreement, and seeking full disclosure of relevant facts relating to the conviction.** Pet. Ex. 4.

²⁶ Pet. Ex. 5 (emphasis in original).

²⁷ Pet. Ex. 9. Seibel had first proposed to transfer his membership interest in GRB to his family trust on or about April 11, 2016. Answer ¶ 18. *See also* Pet. Ex. 6.

²⁸ Pet. Ex. 7.

²⁹ *See* Pet. Ex. 3–10; Verified Countercls. of Resp’t Rowen Seibel Against Pet’r GR US Licensing, LP (“Countercl.”) Ex. 1–5 (correspondence between the parties, reflecting no response from Seibel to GRUS’s September 12, 2016 letter).

By letter dated September 21, 2016, Caesars terminated the Caesars Agreement because “[a]s of 11:59 p.m. on September 20, 2016, Caesars had not received any evidence that GRB had disassociated with Rowen Seibel, an individual who is an Unsuitable Person, pursuant to the [Caesars] Agreement.”³⁰ Based on the termination of the Caesars Agreement, GRUS sent GRB notice of its termination of the License Agreement on September 22, 2016.³¹

C. Procedural Posture

GRUS filed its Petition on October 13, 2016, seeking the judicial dissolution and winding up of GRB pursuant to the terms of the LLC Agreement and Section 18-802. On November 23, 2016, Seibel filed his Answer and Verified Counterclaims of Respondent Rowen Seibel Against Petitioner GR US Licensing, LP (the “Counterclaims”) in which he asserts: (1) breach of the License Agreement, brought derivatively on behalf of GRB against GRUS; (2) misappropriation and unjust enrichment, brought derivatively on behalf of GRB against GRUS; (3) breach of fiduciary duty, brought directly by Seibel against GRUS; and (4) breach of fiduciary duty, brought derivatively on behalf of GRB against GRUS. These

³⁰ Pet. Ex. 10. Seibel asserts that this purported termination is invalid, *inter alia*, “in that the Caesars Agreement was purported to be terminated by an entity that had assigned all its interests in that Agreement.” Answer ¶ 22. This issue is currently before a Nevada court, and has not been joined here.

³¹ Countercl. Ex. 5.

Counterclaims largely center on **Seibel’s allegations that Ramsay**, through GRUS, has sought to usurp corporate opportunities from GRB and Seibel, primarily via a collusive plot with Caesars to terminate the Caesars Agreement based on the “fiction” that **Seibel’s conviction renders him an “Unsuitable Person.”**³²

On December 13, 2016, GRUS moved for judgment on the pleadings on its **Petition (the “Motion”)**. At the same time, GRUS moved to dismiss, or in the alternative, stay or sever **Seibel’s Counterclaims**. In a telephonic scheduling conference on January 3, 2017, the Court ruled that it would decide **GRUS’s Motion** on the dissolution claims before addressing **GRUS’s motion to dismiss** the Counterclaims. The Court also entered an order staying discovery.

On January 17, 2017, GRUS moved to expedite the proceeding with respect to the motion *sub judice* due to the filing of derivative claims by Seibel on behalf of **GRB in Nevada (the “Nevada Action”)** in which Seibel, *inter alia*, challenges the termination of the Caesars Agreement and seeks specific performance of that agreement. The motion to expedite was denied in a telephonic hearing on January 23, 2017. Thereafter, Seibel moved for a preliminary injunction in Nevada to prevent Caesars from taking any action in furtherance of its decision to terminate the Caesars Agreement. That motion was denied without prejudice on March 22,

³² See Countercl. ¶¶ 1–6 (describing the nature of the Counterclaims).

2017.³³ The Nevada court granted a partial motion to dismiss **Seibel’s claims** without prejudice on May 17, 2017,³⁴ and Seibel filed an amended complaint in that action shortly after.³⁵ On June 20, 2017, the parties supplemented the record in connection with the motion *sub judice*, **at the Court’s request**, by submitting orders and transcripts of certain court rulings in the Nevada litigation.

II. ANALYSIS

GRUS’s motion for judgment on the pleadings requires the Court to determine whether the uncontested facts as admitted by Seibel in his Answer entitle GRUS to judicial dissolution of GRB as a matter of law. For the reasons that follow, I find that the deadlock between the parties, as evidenced by the undisputed facts, has rendered it no longer reasonably practicable for GRB to operate in accordance with its LLC Agreement. I also find no basis in equity to deny dissolution. I explain these findings below after addressing the standard of review.

³³ Ltr. from Paul D. Brown to Vice Chancellor Joseph R. Slights III in resp. to his ltr. dated June 19, 2017 regarding the Nevada action (**“Supplemental Ltr.”**) (DI 37) Ex. A, B.

³⁴ *Id.* at Ex. C, D.

³⁵ Resp. Rowen Seibel’s **Ltr. to Vice Chancellor Joseph R. Slights III** Regarding Filing of Am. Compl. in Nevada State Ct. Action (DI 38).

A. Standard of Review for Judgment on the Pleadings

Under Court of Chancery Rule 12(c), the Court may grant a motion for judgment on the pleadings if, when viewing the claims in the light most favorable to the nonmoving party, there are no material issues of fact and the movant is entitled to judgment as a matter of law.³⁶ As the Motion was brought by Petitioner, facts admitted in the Answer are deemed true.³⁷

B. Judicial Dissolution of an LLC Pursuant to 6 Del. C. § 18-802

GRB's LLC Agreement allows for dissolution of the Company pursuant to a judicial decree of dissolution under Section 18-802 which, in turn, provides that “[o]n application by or for a member or manager the Court of Chancery may decree dissolution of a limited liability company whenever it is not reasonably practicable to carry on the business in conformity with a limited liability company agreement.”³⁸

³⁶ *Desert Equities, Inc. v. Morgan Stanley Leveraged Equity Fund, II, L.P.*, 624 A.2d 1199, 1205 (Del. 1993). Seibel contends that the present Motion is premature because GRUS filed a motion to dismiss the Counterclaims, leaving them unanswered. I note first that Seibel did not raise (or even preview) this argument during the teleconference on January 3, 2017, where I addressed GRUS's application to proceed with the motion for judgment on the pleadings in summary fashion before turning to the Counterclaims. But more importantly, the relevant pleadings—*i.e.*, those relating to GRUS's dissolution claims—are closed, making it appropriate to rule on the Motion. *Cf. Vale v. Atlantic Coast & Inland Corp.*, 99 A.2d 396, 397–400 (Del. Ch. 1953) (holding that a motion for judgment on the pleadings was premature because the pleadings were not closed where the defendant had moved to strike the complaint rather than answer it, a motion which the court subsequently treated as a motion to dismiss).

³⁷ *Warner Commc'ns Inc. v. Chris-Craft Indus., Inc.*, 583 A.2d 962, 965 (Del. Ch. 1989).

³⁸ 6 Del. C. § 18-802.

The “not reasonably practicable” standard does not require a petitioner to “show that the purpose of the limited liability company has been ‘completely frustrated.’”³⁹ Rather, “[t]he standard is whether it is reasonably practicable for [the company] to continue to operate its business in conformity with its LLC Agreement.”⁴⁰ Our law provides no blueprint for determining whether it is “not reasonably practicable” for an LLC to continue, but “several convincing factual circumstances have pervaded the case law: (1) the members’ vote is deadlocked at the Board level; (2) the operating agreement gives no means of navigating around the deadlock; and (3) due to the financial condition of the company, there is effectively no business to operate.”⁴¹ None of these factors are “individually dispositive; nor must they all exist for a court to find it no longer reasonably practicable for a business to continue operating.”⁴² While judicial dissolution of an LLC is a “discretionary remedy” that is “granted sparingly,” “it has been granted ‘in situations where there was ‘deadlock’

³⁹ *Fisk Ventures, LLC v. Segal*, 2009 WL 73957, at *4 (Del Ch. Jan. 13), *aff’d*, 984 A.2d 124 (Del. 2009). *See also PC Tower Ctr., Inc. v. Tower Ctr. Dev. Assocs. Ltd. P’ship*, 1989 WL 63901, at *6 (Del. Ch. June 8, 1989) (noting that the “not reasonably practicable” standard “is one of reasonable practicality, not impossibility”).

⁴⁰ *Fisk*, 2009 WL 73957, at *4.

⁴¹ *Id.*

⁴² *Id.*

that prevented the [entity] from operating and where the defined purpose of the entity was . . . impossible to carry out.”⁴³

In setting up his argument that dissolution should not be ordered in this case, Seibel relies on this court’s opinion in *In re Arrow Investment Advisors, LLC*,⁴⁴ and argues that “[i]n applying only the undisputed facts to the law, the Court should also bear in mind that dissolution is an ‘extreme’ remedy of ‘last resort’ and that the Court’s statutory power to order dissolution is ‘limited.’”⁴⁵ In doing so, he has only partially set the table because, while he quotes *Arrow Investment* correctly, he has not quoted it completely. After discussing the “limited” nature of the court’s power to dissolve a Delaware entity, the court went on to explain the impact of management dysfunction and deadlock on the dissolution analysis:

The court will not dissolve an LLC merely because the LLC has not experienced a smooth glide to profitability or because events have not **turned out exactly as the LLC’s owners originally envisioned**; such events are, of course, common in the risk-laden process of birthing new entities in the hope that they will become mature, profitable ventures. In part because a hair-trigger dissolution standard would ignore this market reality and thwart the expectations of reasonable investors that entities will not be judicially terminated simply because of some market turbulence, *dissolution is reserved for situations in which the LLC’s management has become so dysfunctional or its business purpose so*

⁴³ *Meyer Natural Foods LLC v. Duff*, 2015 WL 3746283, at *3 (Del. Ch. June 4, 2014) (quoting *In re Seneca Invs. LLC*, 970 A.2d 259, 262–63 (Del. Ch. 2008)).

⁴⁴ 2009 WL 1101682 (Del. Ch. Apr. 23, 2009).

⁴⁵ Resp’t’s Answering Br. in Opp’n to Mot. for J. on the Pleadings (“Resp’t’s Answering Br.”) 17 (quoting *Arrow Inv. Advisors*, 2009 WL 1101682, at *2, 5).

*thwarted that it is no longer practicable to operate the business, such as in the case of a voting deadlock or where the defined purpose of the entity has become impossible to fulfill.*⁴⁶

As discussed below, Seibel has failed to account for the fact that he and Ramsay no longer speak and no longer make decisions for GRB. This dysfunction and voting deadlock has left the Company in a petrified state with no means in the LLC Agreement to break free.

Seibel also argues that equity should step in to prevent the dissolution of GRB even if the Court finds that it is “**not reasonably practicable**” for the Company to **carry on its business in conformity with the LLC Agreement** because “where one LLC member pursues dissolution to usurp a business opportunity or where he seeks to disenfranchise other LLC members for his personal and sole benefit, the requested **dissolution should be denied.**”⁴⁷ Seibel’s **appeal to equity** to prevent a dissolution of GRB rings hollow, however, because the circumstance that has created the deadlock and the resulting need for dissolution is of his own making.

C. Insurmountable Deadlock at GRB Justifies Judicial Dissolution

GRUS’s “**primary legal argument supporting [its] request for judicial dissolution of GRB . . . is that the two 50% owners of GRB—GRUS and Seibel—**

⁴⁶ *Arrow Inv. Advisors*, 2009 WL 1101682, at *2 (emphasis added).

⁴⁷ **Resp’t’s Answering Br. 19** (citing *Xpress Mgmt. v. Hot Wings Int’l, Inc.*, 2007 WL 1660741, at *6 (Del. Ch. May 30, 2007)).

are deadlocked as to the management of the Company and the Company's LLC Agreement provides no means for resolving that deadlock."⁴⁸ In the context of judicial dissolution, "[d]eadlock refers to the inability to make decisions and take action, such as when an LLC agreement requires an **unattainable voting threshold**."⁴⁹

Where there are two 50% owners of a company, an unbreakable deadlock can form a basis for dissolution even if the company is still engaged in marginal operations.⁵⁰ In this regard, the decision in *Haley v. Talcott*⁵¹ is instructive. There, on a motion for summary judgment, the court ordered judicial dissolution of a LLC pursuant to Section 18-802 upon concluding that there was **"deadlock between the parties about the business strategy and future of the LLC"**⁵² with no reasonable exit mechanism, rendering the LLC unable to **"function[] as provided for in the LLC Agreement."**⁵³ The company's only asset was a piece of real estate leased to a restaurant, and the parties could not agree about what to do with that land—one

⁴⁸ Pet'r's Reply Br. in Supp. of its Mot. for J. on the Pleadings ("Pet'r's Reply Br.") 5.

⁴⁹ Meyer, 2015 WL 3746283, at *3.

⁵⁰ See *Phillips v. Hove*, 2011 WL 4404034 (Del. Ch. Sept. 22, 2011); *Vila v. BVWebTies LLC*, 2010 WL 3866098 (Del. Ch. Oct. 1, 2010); *Haley v. Talcott*, 864 A.2d 86 (Del. Ch. 2004).

⁵¹ 864 A.2d 86 (Del. Ch. 2004).

⁵² *Id.* at 95

⁵³ *Id.* at 89.

wanted to continue the lease with the restaurant and the other wanted to end the lease and sell the property.⁵⁴ The two members had not interacted since a falling out and were engaged in other litigation relating to the LLC.⁵⁵

In analyzing the dispute, the court drew parallels between Section 18-802 and 8 *Del. C.* § 273 (“Section 273”), which governs the dissolution of joint venture corporations with two 50% owners.⁵⁶ Section 273 “sets forth three pre-requisites for a judicial order of dissolution: 1) the corporation must have two 50% stockholders, 2) those stockholders must be engaged in a joint venture, and 3) they must be unable to agree upon whether to discontinue the business or how to dispose of its assets.”⁵⁷

The court found, by analogy, that all three of these pre-requisites were met where

⁵⁴ *Id.* at 95.

⁵⁵ *Id.* at 96.

⁵⁶ *Id.* at 93–96. The court has, on other occasions, analogized the judicial dissolution of an LLC with two 50% owners under Section 18-802 to the 50/50 deadlock scenario addressed by Section 273, noting that “[t]he reason that the § 273 analysis is useful in the LLC context is obvious: when an LLC agreement requires that there be agreement between two managers for business decisions to be made, those two managers are deadlocked over serious issues, and the LLC agreement provides no alternative basis for resolving the deadlock, it is not ‘reasonably practicable’ to continue to carry on the LLC business ‘in conformity with [its] limited liability company agreement.’” *Vila*, 2010 WL 3866098, at *7 (quoting 6 *Del. C.* § 18-802) (emphasis in original). *See also id.* at *8 (ordering dissolution after a trial where the two 50% owners were deadlocked, noting that “a deadlock would not necessarily justify a dissolution if the LLC Agreement provided a means to resolve it equitably” but the LLC agreement did not contain means to break a deadlock and, instead, provided that the members could seek judicial dissolution).

⁵⁷ *Haley*, 864 A.2d at 94 (citing *In re Coffee Assocs., Inc.*, 1993 WL 512505, at *3 (Del. Ch. Dec. 3, 1993)).

the parties were 50% members of the LLC, the parties intended to be and were engaged in a joint venture and the parties were at an impasse regarding how best to **manage the LLC's lone asset.**⁵⁸ In so holding, the court noted that while the business was **"technically functioning,** this operation is purely a residual inertial status quo," and further noted that it was **"not credible that the LLC could, if necessary, take any important action that required a vote of the members."**⁵⁹ Therefore, after determining that the exit provision in the LLC agreement was not an adequate remedy in lieu of judicial dissolution, the court granted dissolution pursuant to Section 18-802 because it was **"not reasonably practicable for the LLC to continue to carry on business in conformity with the LLC Agreement."**⁶⁰

Here, GRUS and Seibel are both 50% owners of GRB,⁶¹ each is entitled to appoint one manager,⁶² all decisions of the managers must be unanimous besides those relating to the License Agreement,⁶³ and the LLC Agreement does not provide

⁵⁸ *Id.* at 94–95.

⁵⁹ *Id.* at 95. Specifically, the court found that **"[w]ith strident disagreement between the parties regarding the appropriate deployment of the asset of the LLC, and open hostility as evidenced by the related suit in this matter, it is not credible that the LLC could, if necessary, take any important action that required a vote of the members."** *Id.*

⁶⁰ *Id.* at 98.

⁶¹ LLC Agreement, at § 7.2.

⁶² *Id.* at § 8.1.

⁶³ *Id.* at §§ 8.1, 8.11. Seibel argues that the LLC Agreement gives him **"exclusive authority"** to make decisions **"with respect to the License Agreement."** Resp't's Answering

any mechanism to break a voting deadlock. The undisputed facts reveal that the relationship between GRUS and Seibel is, at best, acrimonious, as evidenced by the Counterclaims here, the Nevada Action and the litigation proceedings in New York stemming back to 2014.⁶⁴ While the working relationship between the parties arguably had **broken down prior to Seibel’s felony conviction in 2016**, the facts as admitted in the pleadings show clearly that whatever deadlock may have arisen prior to **Seibel’s** conviction solidified to igneous rock thereafter.

Seibel was convicted and sentenced for impeding the administration of the Internal Revenue Code. Then, Caesars declared Seibel an **“Unsuitable Person”** and ordered GRB and GRUS to disassociate from him. When GRUS sought to comply with Caesars’s direction by having Seibel voluntarily separate from GRB, Seibel refused. When Seibel proposed, as a compromise, that he would transfer his interest

Br. 32 (quoting LLC Agreement, at § 8.11). His argument follows that “[d]eadlock most decidedly cannot exist where the LLC Agreement grants one managing member exclusive authority.” *Id.* (citing *Meyer*, 2015 WL 3746283, at *4). **GRUS disputes Seibel’s interpretation of the LLC Agreement and whether it gives him all the power over the License Agreement that Seibel claims it does. Pet’r’s Reply Br. 9–10.** It is unnecessary to resolve this dispute, however, because regardless of whether Seibel has the authority to make decisions regarding the License Agreement alone, there are myriad other decisions that would need to be made in running the business that would require unanimity and, as **discussed below, “it is not credible that [GRB] could, if necessary, take any important action that required a vote of the members.”** *Haley*, 864 A.2d at 96.

⁶⁴ The New York proceedings center around another joint restaurant venture between Seibel and Ramsay in Los Angeles called Fat Cow. *See* Rogers Transmittal Aff. Ex. 2–6. There, both Seibel and Ramsay allege breach of contract and fiduciary duty on the part of the other, and Ramsay additionally alleges that Seibel has engaged in fraud. *Id.*

in GRB to a family trust, GRUS and Caesars both indicated that this was inadequate to cure the **“Unsuitable Person” problem**. When Caesars learned that Seibel remained at GRB after its disassociation deadline passed, it terminated the Caesars Agreement. It is difficult to imagine how GRB could be any more dysfunctional or deadlocked.⁶⁵

Given these undisputed facts, the notion that the deadlock might somehow be broken in the future is simply not reasonably conceivable. Ramsay, and his entity GRUS, no longer want to be associated with Seibel due to his felony tax-related conviction and the reputational damage that will flow from their continued connection with him. This circumstance will not change as future events unfold. It also distinguishes this case from the legion Delaware authority cited by Seibel to the effect that a party cannot seek dissolution simply to extricate himself from what he considers to a **“bad deal.”**⁶⁶ Here, GRUS and Seibel elected to do business together in the form of GRB, each presuming that the other was an honorable actor. This

⁶⁵ See *Haley*, 864 A.2d at 96 (finding deadlock where there was “strident” disagreement over how to manage the asset of the LLC and open hostility between two 50% members of an LLC).

⁶⁶ See, e.g., *Lola Cars Int’l Ltd. v. Krohn Racing, LLC*, 2010 WL 3314484, at *24 (Del. Ch. Aug. 2, 2010) (citing cases and holding that dissolution was not warranted where the **petitioner’s** “frustration amounts to little more than disappointment with how [the company] is structured and managed” because “[u]nfortunately for [the petitioner], it agreed to this arrangement,” and “emphasizing that a party to a limited liability company agreement may not seek judicial dissolution simply as a means of freeing itself from what it considers a bad deal”).

presumption was shattered when Seibel was convicted of a felony, especially one involving dishonesty. Tax fraud is not a Las Vegas moment.⁶⁷ It should come as no surprise to Seibel that his conduct leading to that conviction will have consequences (here, as relates to GRB) that extend beyond his conviction and sentencing. This is especially so given that GRB's only revenue-generating business was in a casino, an enterprise that GRUS, Seibel and GRB knew was highly regulated.⁶⁸

Whether right or wrong, Caesars has determined in its **"sole judgment"** that **Seibel is an "Unsuitable Person,"** a consequence from GRUS and **GRB's perspective** that is entirely of **Seibel's** own doing. GRUS finds itself in a lifeless joint venture that does not resemble the one it bargained for.⁶⁹ The undisputed facts reveal that the parties will remain deadlocked without a mechanism in the LLC Agreement to

⁶⁷ **"What happens in Vegas stays in Vegas"** (The Las Vegas Convention and Visitors Authority 2003).

⁶⁸ See Caesars Agreement, at § 11.2.

⁶⁹ In attempting to dissolve GRB, GRUS (and Ramsay) are not simply trying to walk away from a **"bad deal"**; they are attempting to disassociate from a person who has engaged in post-formation conduct that could bring them reputational and other harm. Trust between the joint venturers is shattered; they cannot agree on anything; and it is time for them to separate.

break through.⁷⁰ It is, therefore, “not reasonably practicable” for GRUS and Seibel to carry on GRB “in conformity with [the] limited liability company agreement.”⁷¹

⁷⁰ The facts **relating to the parties’ hopeless deadlock following Seibel’s felony conviction** are undisputed and admitted by Seibel in his Answer. Answer ¶¶ 10, 16–22. There is, therefore, no need for discovery relating to these facts and, of course, no need for a trial to resolve material factual disputes.

⁷¹ 6 Del. C. § 18-802. *See Fisk*, 2009 WL 73957, at *4 (holding that dissolution under Section 18-802 was warranted **on petitioner’s motion for judgment on the pleadings where “deadlock prevents the limited liability company from operating or furthering its stated business purpose, [meaning that] it is not reasonably practicable for the company to carry on its business”**). **While I have found that the undisputed deadlock present at GRB justifies judicial dissolution of GRB as a matter of law, I note that GRUS also argues that dissolution is appropriate because the business is unable to continue. According to GRUS, GRB has ceased to do business because the only revenue-generating business it had, the Caesars Agreement, was terminated by Caesars. See Pet’r’s Opening Br. 24. Seibel cites to several open issues that he argues preclude a judgment on the pleadings on this ground, including his allegation that the BURGR Restaurant in Planet Hollywood “continues to operate, under a virtually identical concept, with virtually identical menus and look, and thereby generates significant profit utilizing GRB’s intellectual property, but without remitting any license fees or other profits to GRB,” and that, under the Caesars Agreement, GRB should have the right to license fees from that new restaurant. Resp’t’s Answering Br. 29–30 (citing to the Counterclaims). Claims also remain in the Nevada Action for breach of the Caesars Agreement, including a prayer for specific performance of that contract. See Supplemental Ltr. Ex. A–D. I agree with Seibel that questions of fact remain regarding whether GRB might be able to engage in some form of business in the future that preclude a ruling at this stage that dissolution is appropriate because GRB is no longer in business. This, of course, does not preclude a judgment of dissolution on the alternative ground that it is no longer reasonably practicable to carry on the business of GRB given the intractable deadlock of its members. See Haley**, 864 A.3d at 96 (holding that irreconcilable deadlock between two 50/50 members of an LLC was sufficient to warrant dissolution pursuant to Section 18-802 even where the LLC had remaining residual business operations).

D. Equitable Principles do not Override the fact that Judicial Dissolution is Warranted

Seibel argues that even if GRUS has satisfied the “not reasonably practicable” standard for dissolution, the Court should decline to order dissolution at this pleadings stage as a matter of equity. He correctly points out that Section 18-802 provides that the court “may” grant dissolution where it is no longer reasonably practicable for the company to continue to operate in accordance with its operating agreement; the General Assembly appears deliberately to have chosen not to mandate that result.⁷² According to Seibel, the Court should invoke equity to deny the Petition because the dissolution is “being exploited tactically for an ulterior and inequitable purpose . . . [because GRUS is] pursu[ing] dissolution to usurp a business opportunity . . . [and] seeks to disenfranchise [the] other LLC member[] for [Ramsay’s] personal and sole benefit.”⁷³ Specifically, Seibel alleges that:

Ramsay’s currently undisputed plan, which includes dissolution of GRB, is expressly designed to usurp GRB’s entire BURGR Restaurant business by interfering with GRB’s ability to pursue its business purpose. . . . Ramsay and Petitioner refused to consider additional corporate opportunities for GRB, or to meet with Seibel to discuss the potential opportunities, beginning in 2013. Ramsay then attempted to

⁷² See 6 Del. C. § 18-802. See also *In re Mobilactive Media, LLC*, 2013 WL 297950, at *33 (Del. Ch. Jan. 25, 2013) (“Yet, even in cases where the standard for dissolution has been met, the Court of Chancery, in the exercise of its equitable powers, *may* decide whether it should issue a decree of dissolution.”); *Lola Cars*, 2010 WL 3314484, at *22 (“[A]s the statute makes clear, even if the standard of ‘not reasonably practicable’ is met, the decision to enter a decree of dissolution nonetheless rests with the discretion of the Court.”).

⁷³ Resp’t’s Answering Br. 19 (citing *Xpress Mgmt.*, 2007 WL 1660741, at *6).

solidify his ability to continue the burger restaurant concept for himself **by attempting to register the ‘BURGR’ trademark in one of** his other entities, despite the LLC Agreement and the License Agreement Petitioner signed acknowledging that the BURGR name was owned by GRB. Then, on April 7, 2016, Ramsay instructed [Caesars] to remit monies due under the [Caesars Agreement] directly to Petitioner, as opposed to the GRB, in contravention of the [Caesars Agreement] and the LLC Agreement.

Ramsay then colluded with [Caesars] to terminate the [Caesars Agreement], which then permitted Ramsay to terminate the License Agreement, thereby depriving GRB of two of its three principal assets: the [Caesars Agreement] under which the BURGR Restaurant operated in the Planet Hollywood hotel, and the License Agreement under which the BURGR Restaurant was marketed under the Gordon Ramsay name. Viewed in the light most favorable to Seibel, and prior to any discovery, the pleadings establish that Ramsay and [Caesars] decided to enable Ramsay to obtain the full profits of the BURGR Restaurant by **contriving an unsubstantiated finding that Seibel was an ‘unsuitable’** person. Ramsay and [Caesars] then rejected all efforts by Seibel to ameliorate and cure any perceived basis for an unsuitable person finding. And then based upon the contrived unsuitable person determination, the [Caesars Agreement] and, in turn, the License [Agreement] were terminated. GRB was deprived of these valuable assets without remuneration, but without depriving Ramsay or [Caesars] from continuing to market and operate the BURGR Restaurant in the Planet Hollywood hotel—which they have done and which has remained profitable.⁷⁴

Given this history, Seibel maintains that “[e]quity ‘should not stand idle’ . . . where the purpose of the dissolution is to aid the Petitioner in exploiting GRB’s entire

⁷⁴ **Resp’t’s** Answering Br. 22–23 (citations omitted). Notably, the citations that Seibel provides for these facts all lead to his Counterclaims, not the pleadings relevant to the Petition for dissolution. I will consider these facts, nevertheless, in order to address **Seibel’s equitable argument on the merits.**

business for itself (or for its principal), and thus dissolution should be denied at this stage of the proceedings.”⁷⁵

Seibel relies primarily upon this court’s decisions in *In re Mobilactive Media, LLC*⁷⁶ and *Xpress Management v. Hot Wings International, Inc.*⁷⁷ as support for the proposition that “equity” should step in to prevent the dissolution of GRB. In *Mobilactive Media*, the court rendered a post-trial decision finding the defendant liable for breach of fiduciary duties. The court then addressed defendant’s petition for dissolution and summarily denied it upon concluding that the defendant was proffering the consequences of its own breach of fiduciary duty (the usurpation of corporate opportunities) as the primary basis for its argument that the business could no longer fulfill its designated purpose.⁷⁸ Specifically, the court held that the defendant “should not be permitted to use its inequitable conduct to extricate itself from what it has long considered to be a bad deal with [plaintiff] and [the company] and simultaneously hinder [plaintiff] from recovering the damages he is due.”⁷⁹ Importantly, the court was concerned that the defendant was seeking to dissolve the

⁷⁵ *Id.* at 24

⁷⁶ 2013 WL 297950 (Del. Ch. Jan. 25, 2013).

⁷⁷ 2007 WL 1660741 (Del. Ch. May 30, 2007).

⁷⁸ *Mobilactive Media*, 2013 WL 297950, at *33.

⁷⁹ *Id.*

entity before the defendant had paid the damages to the entity that the court had just ordered the defendant to pay for breaching his fiduciary duty.⁸⁰ Needless to say, no such concern exists here.

In *Xpress Management*, the court granted a motion to stay a dissolution proceeding brought under 8 *Del. C.* § 273 in favor of prior-filed litigation between the parties.⁸¹ While the court acknowledged that pre-existing litigation between parties generally will not prevent a member of a joint venture from seeking dissolution under Section 273, **“when the other party can point to uncontested facts which raise a specter of bad faith conduct by the party seeking dissolution, the Court of Chancery’s inherent equitable discretion should not stand idle.”**⁸² In this regard, the court found the uncontested facts—that the petitioner repeatedly sought to break up the subject company via litigation in various other fora for improper and self-interested reasons—raised an inference that the petitioner was seeking to exploit future business opportunities rightfully belonging to the venture it was seeking to dissolve.⁸³ **As the court explained, “a court should be wary when section 273 is invoked as a statutory panacea by a purported joint venture who, having failed before**

⁸⁰ *Id.*

⁸¹ 2007 WL 1660741, at *7.

⁸² *Id.* at *6.

⁸³ *Id.*

in its effort to break up the company and having eschewed the power of this court for so long, suddenly maintains that a rapid and summary dissolution is the **appropriate method through which the corporation's best interests will be served.**"⁸⁴

Seibel has pointed to nothing that would suggest that GRUS sought to dissolve or walk away from GRB prior to Seibel's **conviction for tax fraud and Caesar's subsequent termination of the Caesar's Agreement.** Unlike the petition at issue in *Xpress Management*, the Petition at issue here is not the latest act in a long-playing drama where one member of a joint venture gins up any excuse imaginable to separate from the other. The deadlock here is temporally related to a series of events, caused by Seibel, that have rendered GRB no longer able to function.

A case not cited by Seibel, *In re Data Processing Consultants, Ltd.*,⁸⁵ is especially informative in its discussion of **the scope and utility of the court's** equitable powers in the dissolution context. There, the court acknowledged that Section 273 allows the court to decline to order dissolution on equitable grounds even when the petitioner satisfies the statutory criteria for dissolution, but only in **"narrow" circumstances where the petitioner has engaged in demonstrable "bad faith** in the seeking of [] dissolution."⁸⁶ The court emphasized that "such [equitable]

⁸⁴ *Id.* at *7.

⁸⁵ 1987 WL 25360 (Del. Ch. Nov. 25, 1987) (Allen, C.).

⁸⁶ *Id.* at *4 (providing, as an example, that "this court might deny such a petition upon a showing that one joint-venturing shareholder seeks dissolution at a particular time in order

power should be sparingly exercised.”⁸⁷ Citing *Data Processing*, this court has since illustrated the limited reach of the bad faith exception, ordering dissolution and the appointment of a receiver under Section 273 even in the face of allegations that the petitioner had engaged in past instances of usurpation of corporate opportunities because such instances did not adequately portend “**specific future**” harm that would justify perpetuating a dysfunctional joint venture.⁸⁸

to free himself to exploit a specific future business opportunity personally that would rightfully belong to the company if it should happen to continue to exist as a going concern at that future time”).

⁸⁷ *Id.* See also *id.* (holding that “while proof of prior breach of fiduciary duty would justify the court’s requiring a fiduciary to account, proof of such a breach would not, standing alone, ordinarily permit the court to require that a 50% shareholder remain in a corporate joint venture against his will”). Indeed, this court has noted that dissolution is often accompanied by various other litigation, including breach of fiduciary duty claims, due to its very nature. See *In re Magnolia Clinical Research, Inc.*, 2000 WL 128850, at *2 (Del. Ch. Jan. 3, 2000) (“Section 273 exists to enable deadlocked shareholders to bring closure to what has become an inefficient and unworkable relationship. As dissolution will not generally be sought if all is well with a joint venture, it follows oft-times that the relationship will be rather strained when a shareholder seeks dissolution under § 273. There may well be related litigation—often involving allegations of breach of fiduciary duty—contemporaneous to a § 273 proceeding. It makes little sense to deny dissolution pending resolution of these other actions unless, for instance, special circumstances such as those mentioned in *Data Processing* are involved.”).

⁸⁸ See *Magnolia Clinical Research*, 2000 WL 128850, at *1 (“Respondent also fails to allege sufficiently an attempt by petitioner to exploit personally ‘specific future’ business opportunities. She does allege that petitioner ‘commenced a competing business and began to divert business of [the company] to such competing business,’ and ‘hired and attempted to hire [the company’s] consultants.’ These allegations, even if taken as true, do not, in my opinion, constitute the ‘specific future’ harm mentioned by the *Data Processing* court. Furthermore, these allegations, which are similarly asserted in the federal action [brought by the respondent asserting breach of fiduciary duties and tortious interference with

Here, Seibel has failed to point to any “specific future” business opportunity that GRUS or Ramsay are seeking to exploit or any specific harm that will arise from the dissolution. This is unsurprising since Seibel has admitted that the only revenue-generating business that GRB has ever engaged in—the Caesars Agreement—was initiated in late 2012 when the Company was founded. Beyond referencing an opportunity that has now been terminated by the other party, Seibel has not identified any “specific future business opportunity”⁸⁹ that rightfully belongs to GRB that GRUS is attempting to take for itself through the use of this dissolution proceeding. It is not enough for Seibel merely to state that Ramsay may, at some point in the future, engage in some other burger venture that uses his name and likeness to capitalize on the celebrity and status Ramsay has spent his career building. Seibel cannot reasonably expect that this court would indefinitely lock Ramsay in a failed joint venture and thereby preclude him from ever engaging in a business that bears resemblance to GRB—a restaurant business that exploits Ramsay’s **celebrity to sell** one of the most popular and beloved food preparations in all of history. Any such result would be the antithesis of equitable.

contract] can be addressed adequately by the federal court, without interfering with the **dissolution action in this Court.”**).

⁸⁹ *Data Processing*, 1987 WL 25360, at *4.

Even if GRUS, Ramsay and Caesars have engaged in a scheme to usurp corporate opportunities from GRB and Seibel, as Seibel alleges, the scheme has already run its course—Caesars has terminated the Caesars Agreement and GRUS has terminated the License Agreement. Claims relating to these alleged harms can be prosecuted either individually by Seibel or derivatively by a receiver on behalf of GRB as appropriate.⁹⁰ Given that this court will allow a dissolution to proceed even when there are first-filed derivative claims pending, there is no principled basis upon which to conclude that *later-filed* derivative claims alleging past harms should stand in the way of an otherwise properly supported petition for dissolution. Unlike in *Mobilactive*, Seibel has not alleged any facts that would allow a reasonable inference that he would not be able to recover fully any damages he is owed if dissolution is granted. Therefore, because Seibel has failed to allege bad faith in the bringing of the dissolution, but rather points only to prior bad acts that predate the Petition and were allegedly undertaken separate and apart from the Petition, equity will not preclude the entry of an otherwise justified decree of dissolution.

⁹⁰ See *In re Silver Leaf, L.L.C.*, 2005 WL 2045641, at *11 (Del. Ch. Aug. 18, 2005) (noting that what remained of the subject business was “possible choses in action” and that “[t]he ability to prosecute those claims does not depend on the continued existence of the LLC, but could, at least in theory, be managed by a court appointed receiver”); *Magnolia Clinical Research*, 2000 WL 128850, at *2 (after ordering dissolution, noting that “[c]ounsel should try to agree upon a proper receiver who will, of course, assess the claims and counterclaims asserted [derivatively] in the federal action in determining how to proceed with the dissolution”).

III. CONCLUSION

For the foregoing reasons, **Petitioner's Motion for Judgment on the Pleadings** is GRANTED and judicial dissolution is ordered pursuant to 6 *Del. C.* § 18-802. Petitioner shall submit a form of implementing order, on notice to Respondent, within twenty (20) days. In connection with this order, counsel should endeavor to agree upon a proposed liquidating trustee who will, in addition to those powers granted under 6 *Del. C.* § 18-803(b), assess the Counterclaims pending here and the claims in the Nevada Action in determining whether any action should be taken on behalf of GRB in connection with such claims.