

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 84934

ROWEN SEIBEL AND GR BURGR, LLC,
Appellants,

v.

PHWLTV, LLC AND GORDON RAMSAY,
Respondents.

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Elizabeth A. Brown
Clerk of Supreme Court

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

**RESPONDENT PHWLTV, LLC'S
SUPPLEMENTAL APPENDIX**

VOLUME 1

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DATED this 14th day of June 2023.

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By: /s/ M. Magali Mercera
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 14th day of June 2023, I electronically filed and served a true and correct copy of the above and foregoing **RESPONDENT PHWL, LLC'S SUPPLEMENTAL APPENDIX VOLUME 1** properly addressed to the following:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

DESERT PALACE, INC.;
PARIS LAS VEGAS OPERATING
COMPANY, LLC; PHWLTV, LLC; and
BOARDWALK REGENCY CORPORATION
d/b/a CAESARS ATLANTIC CITY,

Plaintiffs,

v.

ROWEN SEIBEL; LLTQ
ENTERPRISES, LLC; LLTQ
ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI PARTNERS, LLC;
MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES
16, LLC; DNT ACQUISITION, LLC; GR
BURGR, LLC; and J. JEFFREY
FREDERICK,

Defendants.

Case No.: A-17-760537-B

Dept. No.: XXVII

SUMMONS TO GR BURGR, LLC

SUMMONS – CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2100

1 **TO DEFENDANT:** A civil Complaint has been filed by the Plaintiff(s) against you for the relief
2 set forth in the Complaint.

- 3 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
4 on you, exclusive of the day of service, you must do the following:
- 5 (a) File with the Clerk of this Court, whose address is shown below, a formal
6 written response to the Complaint in accordance with the rules of the Court,
7 with the appropriate filing fee.
- 8 (b) Serve a copy of your response upon the attorney whose name and address
9 is shown below.
- 10 2. Unless you respond, your default will be entered upon application of the
11 Plaintiff(s) and failure to so respond will result in a judgment of default against
12 you for the relief demanded in the Complaint, which could result in the taking of
13 money or property or other relief requested in the Complaint.
- 14 3. If you intend to seek the advice of an attorney in this matter, you should do so
15 promptly so that your response may be filed on time.
- 16 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
17 board members, commission members and legislators each have 45 days after
18 service of this Summons within which to file an Answer or other responsive
19 pleading to the Complaint.

20 Submitted by:

21 PISANELLI BICE PLLC

22 By: 

23 James J. Pisanelli, Esq., Bar No. 4027
24 Debra L. Spinelli, Esq., Bar No. 9695
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Attorneys for Plaintiffs

STEVEN D. GRIERSON
CLERK OF COURT

By: 

9/6/2017
Deputy Clerk Kim Martin
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

BUSINESS COURT CIVIL COVER SHEET

A-17-760537-B

County, Nevada

Department 27

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

DESERT PALACE, INC.; PARIS LAS VEGAS OPERATING
COMPANY, LLC; PHWLTV, LLC; and BOARDWALK REGENCY
CORPORATION d/b/a CAESARS ATLANTIC CITY

Defendant(s) (name/address/phone):

ROWEN SEIBEL; LLTQ ENTERPRISES, LLC;
LLTQ ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI PARTNERS, LLC;
MOTI PARTNERS 16, LLC, et al.

Attorney (name/address/phone):

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Attorney (name/address/phone):

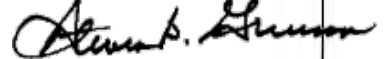
II. Nature of Controversy (Please check the applicable boxes for both the civil case type and business court case type)☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Torts Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	CLARK COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters
Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Civil Writs <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	WASHOE COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters
Judicial Review/Appeal/Other Civil Filing Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court		

08/25/2017

Date

Signature of initiating party or representative



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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;
15 PARIS LAS VEGAS OPERATING
16 COMPANY, LLC; PHWLTV, LLC; and
17 BOARDWALK REGENCY
CORPORATION d/b/a CAESARS
ATLANTIC CITY;

18 Plaintiffs,

19 vs.

20 ROWEN SEIBEL; LLTQ
21 ENTERPRISES, LLC; LLTQ
22 ENTERPRISES 16, LLC; FERG, LLC;
23 FERG 16, LLC; MOTI PARTNERS, LLC;
24 MOTI PARTNERS 16, LLC; TPOV
25 ENTERPRISES, LLC; TPOV
26 ENTERPRISES 16, LLC; DNT
27 ACQUISITION, LLC; GR BURGR, LLC;
28 and J. JEFFREY FREDERICK,

Defendants.

Case No.: A-17-760537-B

Dept. No.: Department 27

COMPLAINT

**(Exempt from Arbitration –
Declaratory Relief Requested)**

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

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LAS VEGAS, NEVADA 89101

1 "Plaintiffs" or "Caesars") bring this Complaint against Rowen Seibel, J. Jeffrey Frederick,
2 LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC (collectively, with LLTQ Enterprises, LLC,
3 "LLTQ"), FERG, LLC, FERG 16, LLC (collectively, with FERG, LLC, "FERG"),
4 Moti Partners, LLC, Moti Partners 16, LLC (collectively, with Moti Partners, LLC, "MOTI"),
5 TPOV Enterprises, LLC, TPOV Enterprises 16, LLC (collectively, with TPOV Enterprises, LLC,
6 "TPOV"), DNT Acquisition, LLC ("DNT"), and GR Burgr, LLC ("GRB," and collectively with
7 LLTQ, FERG, MOTI, TPOV, and DNT, the "Seibel-Affiliated Entities") seeking declaratory relief
8 as a result of Mr. Seibel's criminal activities and Defendants' failure to disclose those criminal
9 activities to the Plaintiffs.

10 Caesars alleges as follows:

11 **PRELIMINARY STATEMENT**

12 1. Since 2009, Caesars has entered into six agreements with entities owned by,
13 managed by, and/or affiliated with Rowen Seibel relating to the operation of restaurants at Caesars'
14 casinos (the "Seibel Agreements"). Because of the highly-regulated nature of Caesars' business,
15 each of these agreements contained representations, warranties, and conditions to ensure that
16 Caesars was not entering into a business relationship that would jeopardize its good standing with
17 gaming regulators. To further ensure that Caesars was not doing business with an "Unsuitable
18 Person," Caesars also requested and received "Business Information Forms" from Mr. Seibel at the
19 outset of the MOTI and DNT business relationships in which he represented that he had not been a
20 party to a felony in the last ten years and there was nothing "that would prevent him from being
21 licensed by a gaming authority." Although the agreements required Mr. Seibel and the
22 Seibel-Affiliated Entities to update those disclosures to the extent they subsequently became
23 inaccurate, neither Mr. Seibel nor the Seibel-Affiliates Entities ever did so.

24 2. Unbeknownst to Caesars, when the parties entered into each of the agreements,
25 Mr. Seibel was engaged in criminal conduct that rendered him "Unsuitable" under the terms of each
26 agreement. In 2004, Mr. Seibel began using foreign bank accounts to defraud the IRS. In 2009,
27 when Mr. Seibel was assuring Caesars that he had not been a party to a felony and there was nothing
28

1 "that would prevent him from being licensed by a gaming authority," he was submitting false
2 documentation to the IRS regarding his use of foreign bank accounts.

3 3. In April 2016, Mr. Seibel was charged with defrauding the IRS. Rather than contest
4 the charges against him, Mr. Seibel pleaded guilty to one count of a corrupt endeavor to obstruct
5 and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, a Class E
6 Felony, and subsequently served time in a federal penitentiary for his crime.

7 4. Mr. Seibel, however, never informed Caesars that he was engaged in criminal
8 activities. Nor did he disclose to Caesars that he had lied to the United States government, was
9 under investigation by the United States government, or that he had pleaded guilty to a felony.

10 5. Instead, Caesars only learned about Mr. Seibel's felony conviction from press reports
11 four months after he pleaded guilty. Upon learning of Mr. Seibel's felony conviction, Caesars
12 exercised its contractual right to terminate its agreements with the Seibel-Affiliated Entities.
13 Indeed, the parties to the Seibel Agreements expressly agreed that Caesars in its "sole and exclusive
14 judgment" could terminate the agreements if it determined that Mr. Seibel and/or the
15 Seibel-Affiliated Entities were "Unsuitable Persons" as defined in the agreements. The parties
16 likewise expressly agreed that Caesars' decision to terminate the agreements would "not be subject
17 to dispute by [the Seibel-Affiliated Entities]." Caesars determined that Mr. Seibel's conduct and
18 felony conviction rendered him an "Unsuitable Person" as defined in the agreements. Therefore,
19 Caesars exercised its "sole and exclusive judgment" and terminated the Seibel Agreements on or
20 around September 2, 2016.

21 6. Nevertheless, Defendants are now claiming that Caesars wrongfully terminated
22 those agreements and either have initiated or indicated that they intend to initiate legal proceedings
23 relating to the termination of the agreements. Because there is an actual dispute among the parties,
24 Caesars brings this action for a declaratory judgment confirming that it was proper, in its sole and
25 exclusive judgment, to terminate each of the agreements with the Seibel-Affiliated Entities.

26 7. In addition, Caesars seeks a declaratory judgment that it has no current or future
27 obligations to Defendants. Certain defendants are seeking monetary relief from Caesars in three
28 different courts across the country related to the Seibel Agreements and have threatened to attempt

1 to force Caesars to include Mr. Seibel in other restaurant opportunities. Simply put, Caesars is not
2 required under the Seibel Agreements or otherwise to do business with a convicted felon. Indeed,
3 Mr. Seibel and the Seibel-Affiliated Entities concealed material facts from Caesars that they had a
4 duty to disclose regarding Mr. Seibel's wrongdoings. Mr. Seibel concealed these wrongdoings from
5 Caesars to avoid the termination of the Seibel Agreements. Had Caesars been aware of Mr. Seibel's
6 wrongdoings when the relationship first began, it would not have entered into the Seibel
7 Agreements. And, if Mr. Seibel had properly disclosed his wrongdoings, Caesars would not have
8 continued doing business with Mr. Seibel and would have terminated its relationship with
9 Mr. Seibel and his companies. Because Mr. Seibel and the Seibel-Affiliated Entities fraudulently
10 induced Caesars to enter into the Seibel Agreements and breached the Seibel Agreements by failing
11 to disclose material facts regarding Mr. Seibel's wrongdoings, Caesars owes no current or future
12 obligations to Defendants.

13 8. Caesars therefore brings this action to obtain declarations that it properly terminated
14 its agreements with the Seibel-Affiliated Entities and does not owe any current or future obligations
15 to Defendants.

16 **PARTIES, JURISDICTION, AND VENUE**

17 9. Plaintiff Desert Palace, Inc. is a Nevada corporation that operates the Caesars Palace
18 casino. Desert Palace Inc.'s principal place of business is 3570 Las Vegas Boulevard South,
19 Las Vegas, Nevada 89109.

20 10. Plaintiff Paris Las Vegas Operating Co., LLC is a Nevada limited liability company
21 that operates the Paris Las Vegas Hotel and Casino. Paris Las Vegas Operating Co., LLC's principal
22 place of business is 3655 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

23 11. Plaintiff PHWLV, LLC is a Nevada limited liability company that operates the
24 Planet Hollywood Las Vegas Resort and Casino. PHWLV, LLC's principal place of business is
25 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

26 12. Plaintiff Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is a
27 Delaware limited liability company that operates the Caesars Atlantic City Hotel and Casino.

28

1 Caesars Atlantic City's principal place of business is 2100 Pacific Avenue, Atlantic City,
2 New Jersey 08401.

3 13. Defendant Rowen Seibel currently resides at 200 Central Park South, Unit 19E,
4 New York, New York 10019. Mr. Seibel regularly travels to and conducts business in Nevada, and
5 owns real estate in Nevada. Mr. Seibel also filed a lawsuit in the district court of Clark County,
6 Nevada, purportedly derivatively on behalf of GRB, that relates to certain of the issues set forth in
7 this Complaint and remains pending. Case No. A-17-751759-B.

8 14. Defendant Moti Partners, LLC is a New York limited liability company located at
9 200 Central Park South, New York, New York 10019. In March 2009, Caesars Palace and
10 MOTI Partners, LLC entered into a Development, Operation, and License Agreement
11 (the "MOTI Agreement"). The MOTI Agreement relates to the design, development, construction,
12 and operation of the Serendipity restaurant in Las Vegas. The negotiations of the MOTI Agreement
13 occurred primarily in Nevada. The MOTI Agreement also was signed by the parties in Nevada,
14 and Mr. Seibel signed the MOTI Agreement on behalf of MOTI. The MOTI Agreement further
15 provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall
16 govern the validity, construction, performance and effect of [the MOTI Agreement]." The
17 MOTI Agreement likewise required (i) MOTI to provide "Development Services" during meetings
18 that "shall take place primarily in Las Vegas;" (ii) MOTI to provide "Menu Development Services"
19 during meetings that "shall take place primarily in Las Vegas;" and (iii) Mr. Seibel to provide
20 "Marketing Consulting Services" during meetings that "shall take place primarily in Las Vegas."

21 15. Defendant Moti Partners 16, LLC is a Delaware limited liability company. In
22 April 2016, Mr. Seibel informed Caesars Palace that the MOTI Agreement would purportedly be
23 assigned to Moti Partners 16, LLC. Caesars Palace disputes the propriety of this assignment.

24 16. Defendant DNT Acquisition, LLC is a Delaware limited liability company located
25 at 200 Central Park South, 19th Floor, New York, New York 10019. In June 2011, Caesars Palace
26 and DNT entered into a Development, Operation, and License Agreement among
27 DNT Acquisition, LLC, The Original Homestead Restaurant, Inc., and Desert Palace, Inc.
28 ("DNT Agreement"). The DNT Agreement relates to the design, development, construction, and

1 operation of an Old Homestead restaurant in Las Vegas. The negotiations of the DNT Agreement
2 occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the
3 DNT Agreement on behalf of DNT. The DNT Agreement also provided that "[t]he laws of the
4 State of Nevada applicable to agreements made in that State shall govern the validity, construction,
5 performance, and effect of this Agreement." The DNT Agreement further required (i) DNT to
6 provide "Restaurant Development Services" that "shall take place in Las Vegas;" (ii) Mr. Seibel to
7 visit the restaurant one time each quarter for two consecutive nights; and (iii) Mr. Seibel to
8 participate in marketing consultations and meetings that "shall take place in Las Vegas."

9 17. Defendant TPOV Enterprises, LLC is a New York limited liability company located
10 at 200 Central Park South, New York, NY 10019. In November 2011, Paris and TPOV entered
11 into a Development and Operation Agreement between TPOV Enterprises, LLC and
12 Paris Las Vegas Operating Company, LLC ("TPOV Agreement"). The TPOV Agreement relates
13 to the design, development, construction, and operation of the Gordon Ramsay Steak restaurant in
14 Las Vegas. The negotiations of the TPOV Agreement occurred in Nevada and the agreement was
15 signed by the parties in Nevada. Mr. Seibel signed the TPOV Agreement on behalf of TPOV. The
16 TPOV Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements
17 made in that State shall govern the validity, construction, performance and effect of this
18 Agreement." The TPOV Agreement further required (i) TPOV to provide "Restaurant
19 Development Services" during meetings that "shall take place in Las Vegas, Nevada;"
20 (ii) Mr. Seibel to visit and attend the restaurant one time each quarter for five consecutive nights;
21 and (iii) Mr. Seibel to provide operational consulting and advice and attend meetings "with respect
22 to same [that] shall take place in Las Vegas, Nevada."

23 18. Defendant TPOV Enterprises 16, LLC is a Delaware limited liability company. In
24 April 2016, Mr. Seibel informed Paris that the TPOV Agreement would purportedly be assigned to
25 TPOV Enterprises 16, LLC. Paris disputes the propriety of this assignment.

26 19. Defendant LLTQ Enterprises, LLC is a Delaware limited liability company located
27 at 200 Central Park South, New York, New York 10019. In April 2012, Caesars Palace and LLTQ
28 entered into a Development and Operation Agreement between LLTQ Enterprises, LLC and

1 Desert Palace, Inc. ("LLTQ Agreement"). The LLTQ Agreement relates to the design,
2 development, construction, and operation of the Gordon Ramsay Pub restaurant in Las Vegas. The
3 negotiations of the LLTQ Agreement primarily occurred in Nevada and the agreement was signed
4 by the parties in Nevada. Mr. Seibel signed the LLTQ Agreement on behalf of LLTQ. The LLTQ
5 Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in
6 that State shall govern the validity, construction, performance and effect of this Agreement." The
7 LLTQ Agreement further required (i) LLTQ to provide "Restaurant Development Services" during
8 meetings that "shall take place in Las Vegas, Nevada;" (ii) Mr. Seibel to visit and attend the
9 restaurant one time each quarter for five consecutive nights; and (iii) Mr. Seibel to provide
10 operational consulting and advice and "meetings with respect to same [that] shall take place in
11 Las Vegas, Nevada."

12 20. Defendant LLTQ Enterprises 16, LLC is a Delaware limited liability company. In
13 April 2016, Mr. Seibel informed Caesars Palace that the LLTQ Agreement would purportedly be
14 assigned to LLTQ Enterprises 16, LLC. Caesars Palace disputes the propriety of this assignment.

15 21. Defendant GR Burgr, LLC is a Delaware limited liability company located at
16 200 Central Park South, 19th Floor, New York, New York 10019. In December 2012,
17 Planet Hollywood and GRB entered into a Development, Operation and License Agreement
18 Among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on behalf of
19 PHW Las Vegas, LLC DBA Planet Hollywood ("GRB Agreement"). The GRB Agreement relates
20 to the design, development, construction, and operation of the BURGR Gordon Ramsay restaurant
21 in Las Vegas. The negotiations of the GRB Agreement primarily occurred in Nevada and the
22 agreement was signed by the parties in Nevada. Mr. Seibel signed the GRB Agreement on behalf
23 of GRB. The GRB Agreement also provided that "[t]he laws of the State of Nevada applicable to
24 agreements made in that State shall govern the validity, construction, performance and effect of this
25 Agreement." The GRB Agreement further required GRB to provide "Restaurant Development
26 Services," and meetings with respect to same, that "shall take place in Las Vegas, Nevada." Caesars
27 is naming GRB as a defendant to the extent of Mr. Seibel's involvement with that entity.
28

22. Defendant FERG, LLC is a Delaware limited liability company located at 200 Central Park South, New York, New York 10019. In May 2014, CAC and FERG entered into a Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation DBA Caesars Atlantic City ("FERG Agreement"). The FERG Agreement relates to the design, development, construction, and operation of the Gordon Ramsay Pub and Grill restaurant. The negotiations of the FERG Agreement primarily occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the FERG Agreement on behalf of FERG.

23. Defendant FERG 16, LLC is a Delaware limited liability company. In April 2016, Mr. Seibel informed CAC that the FERG Agreement would purportedly be assigned to FERG 16, LLC. CAC disputes the propriety of this assignment.

24. Defendant J. Jeffrey Frederick resides at 31 Grand Masters Drive, Las Vegas, Nevada 89141. Mr. Seibel purportedly assigned his duties and obligations under the LLTQ, FERG, TPOV, and MOTI Agreements to Mr. Frederick. Mr. Frederick considers Mr. Seibel to be his best friend. Caesars disputes the propriety of this assignment and contends that Mr. Seibel did not properly delegate his duties and obligations to Mr. Frederick and instead attempted to effectuate this assignment to circumvent the suitability provisions in the LLTQ, FERG, TPOV, and MOTI Agreements.

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

STATEMENT OF FACTS

A. The Business Relationship Between Caesars and Mr. Seibel.

(a) *The MOTI Agreement.*

26. Caesars' relationship with Mr. Seibel began in 2009 when the parties commenced negotiations for an agreement relating to the Serendipity 3 restaurant in Las Vegas. At the time, Mr. Seibel was a restaurateur responsible for the Serendipity restaurant in New York City and was looking to partner with Caesars on a similar concept at its Caesars Palace casino.

1 27. Caesars holds gaming licenses and therefore is subject to rigorous regulation.
2 Nevada requires its licensees to police themselves and their affiliates to ensure unwavering
3 compliance with gaming regulations. As part of its compliance program, Caesars conducts
4 suitability investigations of potential vendors that meet certain criteria as outlined in its compliance
5 program, and requires various disclosures by vendors meeting such criteria to ensure that the entities
6 with which it does business are suitable. Thus, in connection with the initial discussions between
7 the parties, Caesars required Mr. Seibel to complete a "Business Information Form." On that form,
8 Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was
9 nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those
10 representations (among other things), Caesars Palace and MOTI entered into the MOTI Agreement.

11 28. The MOTI Agreement also contained a number of representations relating to the
12 conduct of the parties and their disclosure obligations.

13 29. As far as conduct, MOTI represented that "it shall conduct all of its obligations
14 hereunder in accordance with the highest standards of honesty, integrity, quality and courtesy so as
15 to maintain and enhance the reputation and goodwill of Caesars, the Marks, the Hotel Casino, and
16 the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
17 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

18 30. With respect to disclosure, MOTI agreed that it would "provide to Caesars written
19 disclosure regarding MOTI and all of their respective key employees, agents, representatives,
20 management personnel, lenders, or any financial participants (collectively, the "Associated
21 Parties")" And, "[t]o the extent that any prior disclosure becomes inaccurate, MOTI shall,
22 within five (5) calendar days from that event, update the prior disclosure without Caesars making
23 any further request."

24 31. The prior written disclosures referenced in the MOTI Agreement included and were
25 intended to include the information that Mr. Seibel provided in the MOTI Business Information
26 Form. Accordingly, MOTI was obligated to update the Business Information Form in accordance
27 with the provisions in the MOTI Agreement.

28

1 32. The MOTI Agreement provided Caesars with the ability to terminate the
2 MOTI Agreement in its discretion if it determined that (i) MOTI was not complying with its
3 disclosure obligations or (ii) MOTI or an Associated Party was engaged in any activity or
4 relationship that jeopardized the privileged licenses held by Caesars. Specifically, the MOTI
5 Agreement stated:

6 If MOTI fails to satisfy or fails to cause the Associated Parties to satisfy [the
7 disclosure] requirement, if Caesars or any of Caesars' affiliates are directed to cease
8 business with MOTI or any Associated Party by the Gaming Authorities, or if Caesars
9 shall determine, in Caesars' sole and exclusive judgment, that MOTI or any
10 Associated Party is or may engage in any activity or relationship that could or does
11 jeopardize any of the privileged licenses held by Caesars or any Caesars' Affiliate,
12 then (a) MOTI shall terminate any relationship with the Associated Party who is the
13 source of such issue, (b) MOTI shall cease the activity or relationship creating the
14 issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such activity or
15 relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as
16 determined by Caesars in its sole discretion, Caesars shall, without prejudice to any
17 other rights or remedies of Caesars including at law or in equity, terminate this
18 Agreement and its relationship with MOTI. In the event MOTI does not comply with
19 any of the foregoing, such noncompliance may be deemed, in Caesars' sole discretion,
20 as a default hereunder. MOTI further acknowledges that Caesars shall have the
21 absolute right, without any obligation [to initiate arbitration], to terminate this
22 Agreement in the event any Gaming Authority require Caesars to do so.

23 33. Finally, MOTI represented that, "[a]s of the Effective date [of the agreement], no
24 representation or warranty made herein by [MOTI] contains any untrue statement of a material fact,
25 or omits to state a material fact necessary to make such statements not misleading."

26 34. Significantly, the disclosure obligations under the MOTI Agreement were not
27 limited to the corporate entity MOTI. Instead, MOTI's obligations—both with respect to conduct
28 and disclosure—applied to "Associated Parties" of MOTI, which included all of MOTI's key
employees, agents, representatives, and financial participants. As the member-manager of MOTI
and the individual who signed the MOTI Agreement, Mr. Seibel was an "Associated Party" of
MOTI. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest standards
of honesty, integrity, quality, and courtesy. And MOTI had an ongoing obligation to disclose any
information regarding Mr. Seibel that jeopardized any of the privileged licenses held by Caesars.

29 35. The initial disclosures that MOTI and Mr. Seibel provided were false when made.
30 And, despite the obligations set out in the MOTI Agreement, neither Mr. Seibel nor MOTI ever
31 provided Caesars with an updated Business Information Form or any other supplemental disclosure.

1 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
2 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 36. Over the next five years, Caesars and Mr. Seibel entered into five more agreements
4 with entities owned and managed by Mr. Seibel. With respect to each of these agreements, Caesars
5 relied upon the MOTI Business Information Form and the ongoing obligations of MOTI and
6 Mr. Seibel to update that disclosure when and if necessary.

7 *(b) The DNT Agreement.*

8 37. Like the MOTI Agreement, the DNT Agreement related to Caesars' efforts to
9 introduce a New York City restaurant—Old Homestead—at its Caesars Palace property. Unlike
10 the MOTI Agreement, however, the DNT Agreement involved a third-party unrelated to Mr. Seibel
11 (The Original Homestead Restaurant, Inc.; collectively, with DNT, the "DNT Parties"). As part of
12 the DNT Agreement, the Old Homestead Restaurant, Inc. licensed its intellectual property to
13 Caesars Palace (the "Old Homestead Marks").

14 38. In connection with the discussions between DNT and Caesars Palace, Caesars
15 required Mr. Seibel to complete another "Business Information Form" in 2011. On that form,
16 Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was
17 nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those
18 representations (among other things), Caesars Palace and DNT entered into the DNT Agreement.

19 39. The DNT Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 40. First, the DNT Parties represented in the DNT Agreement that "they shall, and they
22 shall cause their Affiliates to, conduct themselves in accordance with the highest standards of
23 honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill
24 of Caesars, the Old Homestead Marks, the Old Homestead Materials, the Old Homestead System,
25 the Caesars Palace and the Restaurant and at all times in keeping with and not inconsistent with or
26 detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive,
27 first-class restaurant." The DNT Parties further agreed that they would "use commercially
28 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
2 standards are consistently maintained by all of them." Finally, the DNT Agreement provided that
3 "[a]ny failure by the DNT Parties, their affiliates or any of their respective agents, employees,
4 servants, contractors or licensees to maintain the standards described [above] shall, in addition to
5 any other rights or remedies Caesars may have, give Caesars the right to terminate [the DNT
6 Agreement] in its sole and absolute discretion."

7 41. Second, the DNT Parties agreed that they would "provide to Caesars written
8 disclosure regarding the DNT Associates . . .," which included Mr. Seibel. And, "[t]o the extent
9 that any prior disclosure becomes inaccurate, the DNT Parties shall, within ten (10) calendar days
10 from the event, update the prior disclosure without Caesars making any further request."

11 42. The DNT Agreement provided Caesars with the ability to terminate the DNT
12 Agreement in its discretion if it determined that (i) DNT was not complying with its disclosure
13 obligations, or (ii) DNT or an Associated Party was an "Unsuitable Person." Specifically, the DNT
14 Agreement provided:

15 If any DNT Associate fails to satisfy or [sic] such requirement, if Caesars or any of
16 Caesars' affiliates are directed to cease business with any DNT Associate by any
17 Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive
18 judgment, that any DNT Associate is an Unsuitable Person, whether as a result of
19 DNT Change of Control or otherwise, then, immediately following notice by Caesars
20 to DNT, (a) the DNT Parties shall terminate any relationship with the Person who is
21 the source of such issue, (b) the DNT Parties shall cease the activity or relationship
22 creating the issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such
23 activity or relationship is not subject to cure as set forth in the foregoing clauses (a)
24 and (b), as determined by Caesars in its sole discretion, Caesars shall, without
25 prejudice to any other rights or remedies of Caesars including at law or in equity,
26 have the right to terminate this Agreement and its relationship with the DNT Parties.
27 The DNT Parties further acknowledges [sic] that Caesars shall have the absolute right
28 to terminate this Agreement in the event any Gaming Authority requires Caesars or
one of its Affiliates to do so. Any termination by Caesars pursuant to this [section]
shall not be subject to dispute by the DNT Parties and shall not be the subject of any
[arbitration proceeding].

43. Under the DNT Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Caesars 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 Caesars 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,
(b) whose association or relationship with Caesars or its Affiliates could be
anticipated to violate any United States, state, local or foreign laws, rules or

1 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
2 are subject, (c) who is or might be engaged or about to be engaged in any activity
3 which could adversely impact the business or reputation of Caesars or its Affiliates,
4 or (d) who is required to be licensed, registered, qualified or found suitable under any
5 United States, state, local, or foreign laws, rules or regulations relating to gaming or
6 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
7 qualified or found suitable, and such Person is not or does not remain so licensed,
8 registered, qualified or found suitable.

9 44. Finally, DNT represented that, "[a]s of the Effective date [of the agreement], no
10 representation or warranty made herein by [DNT] contains any untrue statement of a material fact,
11 or omits to state a material fact necessary to make such statements not misleading."

12 45. As with the MOTI Agreement, the disclosure obligations under the DNT Agreement
13 were not limited to the corporate entity DNT. Instead, DNT's obligations—both with respect to
14 conduct and disclosure—applied to "DNT Associates," which included persons controlling DNT.
15 Mr. Seibel, as the member-manager of DNT and the individual who signed the DNT Agreement,
16 was a "DNT Associate." Thus, Mr. Seibel had an ongoing obligation to conduct himself with the
17 highest standards of honesty, integrity, quality, and courtesy. And DNT had an ongoing obligation
18 to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

19 46. The initial disclosures that DNT and Mr. Seibel provided were false when made.
20 And, despite the obligations set out in the DNT Agreement, neither Mr. Seibel nor DNT ever
21 provided Caesars with an updated Business Information Form or any other supplemental disclosure.
22 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
23 investigation by the IRS, his guilty plea, his conviction, or his incarceration.

24 *(c) The TPOV Agreement.*

25 47. The TPOV Agreement related to Paris' plans to partner with celebrity chef Gordon
26 Ramsay to design and develop a restaurant in the Paris casino known as "Gordon Ramsay Steak."
27 The TPOV Agreement set forth the obligations of TPOV and Mr. Seibel to assist with the design,
28 development, construction, and operation of Gordon Ramsay Steak.

48. The TPOV Agreement contained a number of representations relating to the conduct
of the parties and their disclosure obligations.

1 49. First, TPOV represented that "it shall and it shall cause its Affiliates to conduct
2 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
3 as to maintain and enhance the reputation and goodwill of Paris, the Paris Las Vegas and the
4 Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation
5 of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." TPOV
6 further agreed that it would "use commercially reasonable efforts to continuously monitor the
7 performance of each of its and its Affiliates' respective agents, employees, servants, contractors and
8 licensees and shall ensure the foregoing standards are consistently maintained by all of them."

9 50. Second, TPOV agreed that it would "provide to Paris written disclosure regarding
10 the TPOV Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior
11 disclosure becomes inaccurate, TPOV shall, within ten (10) calendar days from the event, update
12 the prior disclosure without Paris making any further request."

13 51. The TPOV Agreement provided Paris with the ability to terminate the TPOV
14 Agreement in its discretion if it determined that (i) TPOV was not complying with its disclosure
15 obligations, or (ii) TPOV or an Associated Party was an "Unsuitable Person." Specifically, the
16 TPOV Agreement provided:

17 If any TPOV Associate fails to satisfy or [sic] such requirement, if Paris or any of
18 Paris' Affiliates are directed to cease business with any TPOV Associate by any
19 Gaming Authority, or if Paris shall determine, in Paris' sole and exclusive judgment,
20 that any TPOV Associate is an Unsuitable Person, whether as a result of a TPOV
21 Change of Control or otherwise, then (a) TPOV shall terminate any relationship with
22 the Person who is the source of such issue, (b) TPOV shall cease the activity or
23 relationship creating the issue to Paris' satisfaction, in Paris' sole judgment, or (c) if
24 such activity or relationship is not subject to cure as set forth in the foregoing clauses
25 (a) and (b), as determined by Paris in its sole discretion, Paris shall, without prejudice
26 to any other rights or remedies of Paris including at law or in equity, have the right
27 to terminate this Agreement and its relationship with TPOV. TPOV further
28 acknowledges that Paris shall have the right to terminate this Agreement in the event
any Gaming Authority requires Paris or one of its Affiliates to do so. Any termination
by Paris pursuant to this [section] shall not be subject to dispute by TPOV and shall
not be the subject of any proceeding [in arbitration].

52. Under the TPOV Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Paris 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 Paris or any of its Affiliates under any United States,
state, local or foreign laws, rules or regulations relating to gaming or the sale of

1 alcohol, (b) whose association or relationship with Paris or its Affiliates could be
2 anticipated to violate any United States, state, local or foreign laws, rules or
3 regulations relating to gaming or the sale of alcohol to which Paris or its Affiliates
4 are subject, (c) who is or might be engaged or about to be engaged in any activity
5 which could adversely impact the business or reputation of Paris or its Affiliates, or
6 (d) 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 Paris or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

7 53. Finally, TPOV represented that, "[a]s of the Effective date [of the agreement], no
8 representation or warranty made herein by [TPOV] contains any untrue statement of a material fact,
9 or omits to state a material fact necessary to make such statements not misleading."

10 54. The disclosure and conduct obligations under the TPOV Agreement were not limited
11 to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and
12 disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons
13 controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term
14 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates
15 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
16 TPOV and the individual who signed the TPOV Agreement, was both a TPOV Affiliate and TPOV
17 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
18 standards of honesty, integrity, quality, and courtesy. And TPOV had an ongoing obligation to
19 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

20 55. Because Mr. Seibel was specifically included as a TPOV Associate, Paris relied
21 upon his previous representations in the MOTI and DNT Business Information Forms that he had
22 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
23 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
24 Information Forms constituted prior written disclosures referenced in the TPOV Agreement that
25 needed to be updated to the extent they were no longer accurate.

26 56. The initial disclosures that TPOV provided were false when made. And, despite the
27 obligations set out in the TPOV Agreement, neither Mr. Seibel nor TPOV ever provided Caesars
28 with an updated Business Information Form or any other supplemental disclosure. Nor did TPOV

1 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
2 by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 (d) *The LLTQ Agreement.*

4 57. The LLTQ Agreement related to Caesars Palace's plans to partner with celebrity chef
5 Gordon Ramsay to license intellectual property that would be used in connection with a restaurant
6 in the Caesars Palace casino known as the Gordon Ramsay Pub. The LLTQ Agreement set forth
7 the obligations of LLTQ and Mr. Seibel to assist with the design, development, construction, and
8 operation of the Gordon Ramsay Pub.

9 58. The LLTQ Agreement contained a number of representations relating to the conduct
10 of the parties and their disclosure obligations.

11 59. First, LLTQ represented that "it shall and it shall cause its Affiliates to conduct
12 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
13 as to maintain and enhance the reputation and goodwill of Caesars, the Caesars Palace Las Vegas
14 and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
15 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."
16 LLTQ further agreed that it would "use commercially reasonable efforts to continuously monitor
17 the performance of each of its and its Affiliates' respective agents, employees, servants, contractors
18 and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

19 60. Second, LLTQ agreed that it would "provide to Caesars written disclosure regarding
20 the LLTQ Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior
21 disclosure becomes inaccurate, LLTQ shall, within ten (10) calendar days from the event, update
22 the prior disclosure without Caesars making any further request."

23 61. The LLTQ Agreement provided Caesars Palace with the ability to terminate the
24 LLTQ Agreement in its discretion if it determined that (i) LLTQ was not complying with its
25 disclosure obligations or (ii) LLTQ or an Associated Party was an "Unsuitable Person."
26 Specifically, the LLTQ Agreement provided:

27 If any LLTQ Associate fails to satisfy or [sic] such requirement, if Caesars or any of
28 Caesars' Affiliates are directed to cease business with any LLTQ Associate by any
Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive

1 judgment, that any LLTQ Associate is an Unsuitable Person, whether as a result of a
2 LLTQ Change of Control or otherwise, then (a) LLTQ shall terminate any
3 relationship with the Person who is the source of such issue, (b) LLTQ shall cease
4 the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' sole
5 judgment, or (c) if such activity or relationship is not subject to cure as set forth in
6 the foregoing clauses (a) and (b), as determined by Caesars in its sole discretion,
7 Caesars shall, without prejudice to any other rights or remedies of Caesars including
8 at law or in equity, have the right to terminate this Agreement and its relationship
9 with LLTQ. LLTQ further acknowledges that Caesars shall have the right to
10 terminate this Agreement in the event any Gaming Authority requires Caesars or one
11 of its Affiliates to do so. Any termination by Caesars pursuant to this [section] shall
12 not be subject to dispute by LLTQ and shall not be the subject of any proceeding [in
13 arbitration].

14 62. Under the LLTQ Agreement, an "Unsuitable Person" was defined as follows:

15 Any Person (a) whose association with Caesars or its Affiliates could be anticipated
16 to result in a disciplinary action relating to, or the loss of, inability to reinstate or
17 failure to obtain, any registration, application or license or any other rights or
18 entitlements held or required to be held by Caesars or any of its Affiliates under any
19 United States, state, local or foreign laws, rules or regulations relating to gaming or
20 the sale of alcohol, (b) whose association or relationship with Caesars or its Affiliates
21 could be anticipated to violate any United States, state, local or foreign laws, rules or
22 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
23 are subject, (c) who is or might be engaged or about to be engaged in any activity
24 which could adversely impact the business or reputation of Caesars or its Affiliates,
25 or (d) who is required to be licensed, registered, qualified or found suitable under any
26 United States, state, local, or foreign laws, rules or regulations relating to gaming or
27 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
28 qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

63. Finally, LLTQ represented that, "[a]s of the Effective date [of the agreement], no
representation or warranty made herein by [LLTQ] contains any untrue statement of a material fact,
or omits to state a material fact necessary to make such statements not misleading."

64. The disclosure and conduct obligations under the LLTQ Agreement were not limited
to the corporate entity LLTQ. Instead, LLTQ's obligations—both with respect to conduct and
disclosure—included LLTQ's "Associates" and "Affiliates." LLTQ's Affiliates included persons
controlling LLTQ. The LLTQ Agreement specifically stated that "with respect to LLTQ, the term
'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." LLTQ's Associates
included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
LLTQ and the individual who signed the LLTQ Agreement, was both an LLTQ Affiliate and
Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest

1 standards of honesty, integrity, quality, and courtesy. And LLTQ had an ongoing obligation to
2 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

3 65. Because Mr. Seibel was specifically included as an LLTQ Associate, Caesars relied
4 upon his previous representations in the MOTI and DNT Business Information Forms that he had
5 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
6 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
7 Information Forms constituted the prior written disclosures referenced in the LLTQ Agreement.

8 66. The initial disclosures that LLTQ provided were false when made. And, despite the
9 obligations set out in the LLTQ Agreement, neither Mr. Seibel nor LLTQ ever provided Caesars
10 with an updated Business Information Form or any other supplemental disclosure. Nor did LLTQ
11 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
12 by the IRS, his guilty plea, his felony conviction, or his incarceration.

13 67. In addition, Section 13.22 of the LLTQ Agreement ("Section 13.22") contains the
14 following provision:

15 If Caesars elects under this Agreement to pursue any venture similar to (i) the
16 Restaurant (i.e., any venture generally in the nature of a pub, bar, café or tavern) or
17 (ii) the "Restaurant" as defined in the [TPOV Agreement] (i.e., any venture generally
18 in the nature of a steak restaurant, fine dining steakhouse or chop house), Caesars and
19 LLTQ shall, or shall cause an Affiliate to, execute a development and operation
20 agreement on the same terms and conditions as this Agreement, subject only to
21 revisions proposed by Caesars or its Affiliate as are necessary to reflect the difference
22 in location between the Restaurant and such other venture (including, for the
23 avoidance of doubt, the Baseline Amount, permitted Operating Expenses and
24 necessary Project Costs).

25 68. Caesars has taken the position that this provision, which has been characterized as a
26 restrictive covenant, is unenforceable as a matter of law because (a) the LLTQ Agreement was
27 properly terminated; (b) Caesars is prohibited from entering into a business relationship with LLTQ
28 or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable Persons; and (c) Section 13.22 is
vague, ambiguous, indefinite, and overly broad. In contrast, LLTQ has asserted that it is
enforceable and should apply to any future ventures in any location between Caesars and Gordon
Ramsay.

1 (e) *The GR Burgr Agreement.*

2 69. The GRB Agreement related to Planet Hollywood's plans to design, develop, and
3 operate a restaurant in the Planet Hollywood casino known as "BURGR Gordon Ramsay." As such,
4 the GRB Agreement set forth the obligations of GRB to license certain intellectual property to
5 Planet Hollywood and assist with the design, development, construction, and operation of the
6 BURGR Gordon Ramsay Restaurant.

7 70. The GRB Agreement contained a number of representations relating to the conduct
8 of the parties and their disclosure obligations.

9 71. First, GRB represented that "it shall and it shall cause its Affiliates to conduct
10 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
11 as to maintain and enhance the reputation and goodwill of PH, the GRB Marks, PH and the
12 Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation
13 of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." GRB
14 further agreed that it would "use commercially reasonable efforts to continuously monitor the
15 performance of each of its and its Affiliates' respective agents, employees, servants, contractors and
16 licensees and shall ensure the foregoing standards are consistently maintained by all of them. Any
17 failure by GRB or any of its respective Affiliates or any of their respective agents, employees,
18 servants, contractors or licensees to maintain the standards described in this [section] shall, in
19 addition to any other rights or remedies PH have, give PH the right to terminate this Agreement . . .
20 in its sole and absolute discretion."

21 72. Second, GRB further agreed that it would "provide or cause to be provided to PH
22 written disclosure regarding its GR Associates . . .," which included Mr. Seibel. And, "[t]o the
23 extent that any prior disclosure becomes inaccurate, GRB shall, within ten (10) calendar days from
24 the event, update the prior disclosure without PH making any further request."

25 73. The GRB Agreement provided Planet Hollywood with the ability to terminate the
26 GRB Agreement in its discretion if it determined that (i) GRB was not complying with its disclosure
27 obligations, or (ii) GRB or an Associated Party was an "Unsuitable Person." Specifically, the GRB
28 Agreement provided:

1 If any GRB Associate fails to satisfy any such requirement, if PH or any of PH's
2 Affiliates are directed to cease business with any GRB Associate by any Gaming
3 Authority, or if PH shall determine, in PH's sole and exclusive judgment, that any
4 GRB Associate is an Unsuitable Person, then immediately following notice by PH to
5 Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any
6 relationship with the Person who is the source of such issue, (b) Gordon Ramsay
7 and/or GRB shall cease the activity or relationship creating the issue to PH's
8 satisfaction, in PH's sole judgment, or (c) if such activity or relationship is not subject
9 to cure as set forth in the foregoing clauses (a) and (b), as determined by PH in its
10 sole discretion, PH shall, without prejudice to any other rights or remedies of Caesars
11 including at law or in equity, have the right to terminate this Agreement and its
12 relationship with Gordon Ramsay and GRB. Each of Gordon Ramsay and GRB
13 further acknowledges that PH shall have the absolute right to terminate this
14 Agreement in the event any Gaming Authority requires PH or one of its Affiliates to
15 do so. Any termination by PH pursuant to this [section] shall not be subject to dispute
16 by Gordon Ramsay or GRB and shall not be the subject of any proceeding [in
17 arbitration].

18
19 74. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

20 Any Person (a) whose association with PH or its Affiliates could be anticipated to
21 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
22 to obtain, any registration, application or license or any other rights or entitlements
23 held or required to be held by PH or any of its Affiliates under any United States,
24 state, local or foreign laws, rules or regulations relating to gaming or the sale of
25 alcohol, (b) whose association or relationship with PH or its Affiliates could be
26 anticipated to violate any United States, state, local or foreign laws, rules or
27 regulations relating to gaming or the sale of alcohol to which PH or its Affiliates are
28 subject, (c) who is or might be engaged or about to be engaged in any activity which
could adversely impact the business or reputation of PH or its Affiliates, or (d) 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 PH or any of its Affiliates is licensed, registered, qualified or
found suitable, and such Person is not or does not remain so licensed, registered,
qualified or found suitable.

75. Finally, GRB represented that, "[a]s of the Effective date [of the agreement], no
representation or warranty made herein by [GRB] contains any untrue statement of a material fact,
or omits to state a material fact necessary to make such statements not misleading."

76. The disclosure and conduct obligations under the GRB Agreement were not limited
to the corporate entity GRB. Instead, GRB's obligations—both with respect to conduct and
disclosure—included GRB's "Associates" and "Affiliates." GRB's Affiliates included persons
controlling GRB and GRB's Associates included its directors, employees, and representatives.
Mr. Seibel, as the member-manager of GRB and the individual who signed the GRB Agreement,
was both a GRB Affiliate and Associate. Thus, Mr. Seibel had an ongoing obligation to conduct
himself with the highest standards of honesty, integrity, quality, and courtesy. And GRB had an

1 ongoing obligation to disclose any information regarding Mr. Seibel that would render him an
2 Unsuitable Person.

3 77. Because Mr. Seibel was specifically included as a GRB Associate, Caesars relied
4 upon his previous representations in the MOTI and DNT Business Information Forms that he had
5 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
6 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
7 Information Forms constituted the prior written disclosures referenced in the GRB Agreement.

8 78. The initial disclosures that GRB provided were false when made. And, despite the
9 obligations set out in the GRB Agreement, neither Mr. Seibel nor GRB ever provided Caesars with
10 an updated Business Information Form or any other supplemental disclosure. Nor did GRB
11 otherwise provide updated disclosures regarding Mr. Seibel's illegal activities, his criminal
12 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

13 (f) *The FERG Agreement*

14 79. As with the LLTQ Agreement, the FERG Agreement related to CAC's plans to
15 partner with Mr. Ramsay to license intellectual property that would be used in connection with a
16 restaurant in the CAC casino known as "Gordon Ramsay Pub and Grill." The FERG Agreement
17 set forth the obligations of FERG and Mr. Seibel to assist with the design, development,
18 construction, and operation of the Gordon Ramsay Pub and Grill.

19 80. The FERG Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 81. First, FERG represented in the FERG Agreement that "it shall and it shall cause its
22 Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity,
23 quality and courtesy so as to maintain and enhance the reputation and goodwill of the CAC Marks
24 and materials, the GR Marks, CAC, and the Restaurant and at all times in keeping with and not
25 inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino
26 and an exclusive, first-class restaurant." FERG further agreed that it would "use commercially
27 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
28

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
2 standards are consistently maintained by all of them."

3 82. Second, FERG agreed that it would "provide to CAC written disclosure regarding
4 the FERG Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior
5 disclosure becomes inaccurate, FERG shall, within ten (10) calendar days from the event, update
6 the prior disclosure without CAC making any further request."

7 83. The FERG Agreement provided CAC with the ability to terminate the
8 FERG Agreement in its discretion if it determined that (i) FERG was not complying with its
9 disclosure obligations, or (ii) FERG or an Associated Party was an "Unsuitable Person."
10 Specifically, the FERG Agreement provided:

11 If any FERG Associate fails to satisfy or [sic] such requirement, if CAC or any of
12 CAC's Affiliates are directed to cease business with any FERG Associate by any
13 Gaming Authority, or if CAC shall determine, in CAC's sole and exclusive judgment,
14 that any FERG Associate is an Unsuitable Person, whether as a result of a FERG
15 Change of Control or otherwise, then (a) FERG shall terminate any relationship with
16 the Person who is the source of such issue, (b) FERG shall cease the activity or
17 relationship creating the issue to CAC's satisfaction, in CAC's sole judgment, or (c) if
18 such activity or relationship is not subject to cure as set forth in the foregoing clauses
19 (a) and (b), as determined by CAC in its sole discretion, CAC shall, without prejudice
20 to any other rights or remedies of CAC including at law or in equity, have the right
21 to terminate this Agreement and its relationship with FERG. FERG further
22 acknowledges that CAC shall have the right to terminate this Agreement in the event
23 any Gaming Authority requires CAC or one of its Affiliates to do so. Any termination
24 by CAC pursuant to this [section] shall not be subject to dispute by FERG and shall
25 not be the subject of any proceeding [in arbitration].

19 84. Under the FERG Agreement, an "Unsuitable Person" was defined as follows:

20 Any Person (a) whose association with CAC or its Affiliates could be anticipated to
21 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
22 to obtain, any registration, application or license or any other rights or entitlements
23 held or required to be held by CAC or any of its Affiliates under any United States,
24 state, local or foreign laws, rules or regulations relating to gaming or the sale of
25 alcohol, (b) whose association or relationship with CAC or its Affiliates could be
26 anticipated to violate any United States, state, local or foreign laws, rules or
27 regulations relating to gaming or the sale of alcohol to which CAC or its Affiliates
28 are subject, (c) who is or might be engaged or about to be engaged in any activity
which could adversely impact the business or reputation of CAC or its Affiliates, or
(d) 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 CAC or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

1 85. Finally, FERG represented that, "[a]s of the Effective date [of the agreement], no
2 representation or warranty made herein by [FERG] contains any untrue statement of a material fact,
3 or omits to state a material fact necessary to make such statements not misleading."

4 86. The disclosure and conduct obligations under the FERG Agreement were not limited
5 to the corporate entity FERG. Instead, FERG's obligations—both with respect to conduct and
6 disclosure—included FERG's "Associates" and "Affiliates." FERG's Affiliates included persons
7 controlling FERG. The FERG Agreement specifically stated that "with respect to FERG, the term
8 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." FERG's Associates
9 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
10 FERG and the individual who signed the FERG Agreement, was both a FERG Affiliate and
11 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
12 standards of honesty, integrity, quality, and courtesy. And FERG had an ongoing obligation to
13 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

14 87. Because Mr. Seibel was specifically included as a FERG Associate, Caesars relied
15 upon his previous representations in the MOTI and DNT Business Information Forms that he had
16 not been a party to a felony in the last ten years and there was nothing in his past that would prevent
17 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
18 Information Forms constituted the prior written disclosures referenced in the FERG Agreement.

19 88. The initial disclosures that FERG provided were false when made. And, despite the
20 obligations set out in the FERG Agreement, neither Mr. Seibel nor FERG ever provided Caesars
21 with an updated Business Information Form or any other supplemental disclosure. Nor did FERG
22 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
23 by the IRS, his guilty plea, his felony conviction, or his incarceration.

24 89. In addition, Section 4.1 of the FERG Agreement ("Section 4.1") states: "In the event
25 a new agreement is executed between CAC and/or its Affiliate and Gordon Ramsay and/or his
26 Affiliate relative to the Restaurant or Restaurant Premises, this Agreement shall be in effect and
27 binding on the parties during the term hereof."
28

1 90. Caesars contends that this provision, which has been characterized as a restrictive
2 covenant, is unenforceable as a matter of law because (a) the FERG Agreement was properly
3 terminated; (b) Caesars is prohibited from entering into a business relationship with FERG or
4 Mr. Seibel given that FERG and Mr. Seibel are Unsuitable Persons; and (c) Section 4.1 is vague,
5 ambiguous, indefinite, and overly broad. In contrast, FERG has asserted that this provision is
6 enforceable and should apply to any future ventures between CAC and Gordon Ramsay.

7 **B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities Rendered Him**
8 **Unsuitable Under the Seibel Agreements.**

9 91. Approximately five years before completing the MOTI Business Information Form
10 and entering into the MOTI Agreement, Mr. Seibel was engaged in activities of the type that would
11 have rendered him unsuitable under the Seibel Agreements. And, despite his obligations to do so,
12 Mr. Seibel and the Seibel-Affiliated Entities never disclosed Mr. Seibel's illegal activities to
13 Caesars.

14 ***(a) Mr. Seibel set up numbered UBS accounts in Switzerland and concealed***
15 ***them from the United States government.***

16 92. From approximately March 3, 2004 through 2008, Mr. Seibel maintained an account
17 at Union Bank of Switzerland ("UBS").

18 93. In 2004, Mr. Seibel and his mother traveled to UBS' offices in Switzerland. While
19 in Switzerland, Mr. Seibel opened and became the beneficiary and account holder of a UBS bank
20 account that was not titled in his own name. Instead, the account was identified in internal bank
21 records with the phrase "CQUE" and a unique account number (the "Numbered UBS Account").

22 94. At the same time, Mr. Seibel executed a UBS Telefax Agreement that allowed him
23 to have regular communication with UBS via facsimile. Mr. Seibel also executed forms
24 acknowledging that he was a United States citizen subject to United States taxation, and that he was
25 the beneficial owner of the assets and income associated with the Numbered UBS Account.

26 95. In exchange for the payment of an additional fee to UBS, Mr. Seibel authorized and
27 directed UBS to retain all account correspondence so that no bank statements or other
28 correspondence related to the Numbered UBS Account would be mailed to him in the United States.

1 96. Mr. Seibel caused his Numbered UBS Account to be opened in 2004 with a
2 \$25,000 cash deposit made by his mother. Between 2004 and 2005, Mr. Seibel's mother deposited
3 cash and checks totaling approximately \$1,000,000 into Mr. Seibel's account, bringing to
4 \$1,011,279 the total deposits made into Mr. Seibel's Numbered UBS Account.

5 97. UBS bank records demonstrate that Mr. Seibel and not his mother was the individual
6 who actively monitored and approved the selection and investment of the assets maintained in the
7 Numbered UBS Account. Mr. Seibel's trading in the account resulted in a substantial amount of
8 income in the form of capital gains, dividends, and interest. By 2008, the account had a balance of
9 approximately \$1,300,200.

10 ***(b) In 2008, Mr. Seibel closed his UBS account and opened a new account.***

11 98. On or about May 30, 2008, Mr. Seibel traveled back to Switzerland and informed
12 UBS personnel that he wanted to close his Numbered UBS Account. Mr. Seibel explained he was
13 concerned about the existence of the account given recent press reports. Those press reports had
14 revealed various investigations commenced by United States law enforcement of UBS's role in
15 helping United States citizens evade federal income taxes by, among other things, using undeclared
16 foreign bank accounts at UBS.

17 99. In late May 2008, Mr. Seibel traveled to Switzerland to close out his Numbered UBS
18 Account. Prior to doing so, he created a Panamanian shell company called Mirza International
19 ("Mirza"). Mr. Seibel was the beneficial owner of the shell company. In addition, Mr. Seibel
20 opened another offshore account at a different Swiss bank, Banque J. Safra. This time, however,
21 he opened the account in the name of the newly created Mirza International instead of his own
22 name.

23 ***(c) Mr. Seibel filed incomplete and inaccurate tax returns.***

24 100. On or about October 10, 2008, Mr. Seibel filed with the IRS a Form 1040 for
25 calendar year 2007. United States citizens and residents are obligated, on their Form 1040, to report
26 their income from any source, regardless of whether the source is inside or outside the United States.
27 Taxpayers who have a financial interest in, or signature authority over, a financial account in a
28

1 foreign country over a threshold amount also are required to file with the IRS a Report of Foreign
2 Bank and Financial Accounts, Form TD F 90-22.1 ("FBAR").

3 101. On his return, which Mr. Seibel signed under penalty of perjury, he omitted reporting
4 any dividend, interest, and other income received by him in one or more bank, securities, and other
5 financial accounts at UBS. Mr. Seibel also failed to report on Schedule B of his 2007 Form 1040
6 that he had an interest in or a signature authority over a financial account in a foreign country.
7 Moreover, because of his authority over the Numbered UBS Account, Mr. Seibel was required to
8 file a FBAR for calendar year 2007. He failed to do so.

9 102. On or about April 15, 2009, Mr. Seibel submitted his IRS Form 1040 for calendar
10 year 2008. On that return, Mr. Seibel omitted the dividend, interest, and other income received by
11 him in one or more bank, securities, and other financial accounts at UBS. Moreover, Mr. Seibel
12 falsely claimed that he did not have an interest in or signature authority or control over a financial
13 account in a foreign country. In addition, because of his authority over the Numbered UBS
14 Account, Mr. Seibel was required to file a FBAR for calendar year 2008. He failed to do so.

15 *(d) Mr. Seibel provided false application to voluntary disclosure program.*

16 103. In March 2009, the IRS began the Voluntary Disclosure Program to provide an
17 opportunity for U.S. taxpayers, not already under investigation by the IRS, to avoid criminal
18 prosecution by disclosing their previously undeclared offshore accounts and paying tax and
19 penalties on the income earned in those accounts.

20 104. On or about October 15, 2009, Mr. Seibel signed and caused to be submitted to the
21 IRS an application to the Voluntary Disclosure Program (the "Application"). The Application,
22 drafted by Mr. Seibel's mother's attorney, stated that Mr. Seibel had been unaware, during the years
23 2004 and 2005, that his mother had made deposits into the Numbered UBS Account for Mr. Seibel's
24 benefit. It also stated Mr. Seibel had been unaware, until he made inquiries of UBS in 2009, of the
25 status of his account at UBS and had in fact over time reached "the conclusion that deposits [into
26 his Numbered UBS Account] had been stolen or otherwise disappeared."

27 105. These statements were false. As set forth above, Mr. Seibel was (i) at all times
28 knowledgeable about the Numbered UBS Account and had taken a role in the oversight of, and

1 transactions in, that account, and (ii) was aware as to the disposition of the funds from that account,
2 as Mr. Seibel traveled to Switzerland the year before to effect the closing of the Numbered UBS
3 Account and transfer of its funds into another foreign bank account at a different Swiss bank. Thus,
4 when Mr. Seibel signed and submitted the Application, he was lying to the United States
5 government.

6 106. At some point, the United States government began to investigate Mr. Seibel for his
7 criminal activities. On April 18, 2016, the United States Attorney filed an information charging
8 Mr. Seibel with corrupt endeavor to obstruct and impede the due administration of the Internal
9 Revenue Laws, 26 U.S.C. § 7212(a). That same day, Mr. Seibel pleaded guilty to one count of a
10 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws,
11 26 U.S.C. § 7212, a Class E Felony. Mr. Seibel stated that he was "pleading guilty because [he
12 was] in fact guilty," and admitted that on his IRS Form 1040 for the year 2008, he "corruptly
13 answer[ed] the question 'no' when [he] knew that answer was incorrect." Mr. Seibel's guilty plea
14 was the result of criminal conduct that began prior to Caesars entering into the Seibel Agreements.

15 107. On August 19, 2016, Mr. Seibel appeared at his sentencing hearing where he was
16 sentenced to 30 days in prison, six months of home confinement, and 300 hours of community
17 service.

18 108. Mr. Seibel, however, did not notify Caesars of his guilty plea. But he certainly
19 understood that it would result in the termination of his relationship with Caesars. In an attempt to
20 avoid these consequences of his impending felony conviction, Mr. Seibel informed Caesars on
21 April 8, 2016—ten days before entering his guilty plea—that he was (i) transferring all of the
22 membership interests of the Seibel-Affiliated Entities that he previously owned to two individuals
23 that would be trustees of a trust he had created; (ii) naming other individuals as the managers of the
24 Seibel-Affiliated Entities; (iii) assigning the agreements to new entities that had been created
25 (*i.e.*, LLTQ 16, FERG Enterprises 16, TPOV 16, and MOTI Partners 16, LLC); and (iv) delegating
26 all of his duties under the LLTQ, FERG, TPOV, and MOTI Agreements to Mr. Frederick.
27 Mr. Seibel did not disclose that he decided to perform these purported assignments, transfers, and
28 delegations because of his impending felony conviction. Mr. Seibel also transferred the interests

1 and duties relating to the Seibel-Affiliated Entities to his family and close friends—like
2 Mr. Frederick—and thus remained associated with the Seibel-Affiliated Entities.

3 **C. Caesars Exercises Its Sole Discretion to Terminate the Agreements with the**
4 **Seibel-Affiliated Entities.**

5 109. Despite the obligations of Mr. Seibel and the Seibel-Affiliated Entities to inform
6 Caesars of Mr. Seibel's felony conviction and update the relevant disclosures, they never did so.
7 Instead, Caesars only learned of Mr. Seibel's felony conviction from press reports in August 2016.
8 When Caesars became aware of Mr. Seibel's felony conviction, it promptly terminated all of its
9 agreements with the Seibel-Affiliated Entities.

10 **(a) *Termination of the MOTI Agreement.***

11 110. On September 2, 2016, counsel for Caesars Palace sent MOTI a letter terminating
12 the MOTI Agreement. Caesars explained the grounds for termination in its letter:

13 Pursuant to Section 9.2 of the Agreement, MOTI has acknowledged and agrees that
14 Caesars and/or its affiliates conduct business that are or may be subject to and exist
15 because of privileged licenses issued by governmental authorities. Additionally,
16 Section 9.2 provides that if Caesars determines, in its sole and absolute judgment,
17 that (a) any MOTI Associate is an Unsuitable Person and (b) such relationship is not
18 subject to cure, Caesars shall have the right to terminate the Agreement.

19 Caesars is aware that Rowen Seibel, who is a MOTI Associate under the Agreement,
20 has recently pleaded guilty to a one-count criminal information charging him with
21 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
22 (corrupt endeavor to obstruct and impede the due administration of the Internal
23 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
24 Unsuitable Person.

25 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
26 relationship to MOTI are not capable of being cured. Accordingly, Caesars is
27 exercising its rights under Section 9.2 of the Agreement and is terminating the
28 Agreement effective immediately.

23 **(b) *Termination of the DNT Agreement.***

24 111. On September 2, 2016, counsel for Caesars Palace sent DNT a letter terminating the
25 DNT agreement. Caesars explained the grounds for termination in its letter:

26 Pursuant to Section 11.2 of the Agreement, the DNT Parties have acknowledged and
27 agree that Caesars and/or its affiliates conduct business that are or may be subject to
28 and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that Caesars determines, in its sole and absolute

1 judgment, that any DNT Associate is an Unsuitable Person, the DNT Parties shall
2 cease activity or relationship creating the issue.

3 Caesars is aware that Rowen Seibel, who is a DNT Associate under the Agreement,
4 has recently pleaded guilty to a one-count criminal information charging him with
5 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
6 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
7 Unsuitable Person.

8 Therefore, the DNT Parties shall, within 10 business days of receipt of this letter,
9 terminate any relationship with Mr. Seibel and provide Caesars with written evidence
10 of such terminated relationship. If the DNT Parties fails to terminate the relationship
11 with Mr. Seibel, Caesars will be required to terminate the agreement pursuant to
12 section 4.2.3 of the Agreement.

13 112. In response to this letter, DNT failed to provide Caesars with sufficient evidence
14 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
15 purportedly assigned his rights and interests in DNT and the DNT Agreement, Caesars determined,
16 in its sole discretion—as it was entitled to do under the DNT Agreement—that DNT's relationship
17 was not subject to cure given Mr. Seibel's continued relationship with the principals and
18 representatives of DNT. As a result, the DNT Agreement was terminated.

19 *(c) Termination of the TPOV Agreement.*

20 113. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating
21 the TPOV agreement. Caesars explained the grounds for termination in its letter:

22 Pursuant to Section 10.2 of the Agreement, TPOV has acknowledged and agrees that
23 Caesars and/or its affiliates conduct business that are or may be subject to and exist
24 because of privileged licenses issued by governmental authorities. Additionally,
25 Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,
26 that (a) any TPOV Associate is an Unsuitable Person and (b) such relationship is not
27 subject to cure, Caesars shall have the right to terminate the Agreement.

28 Caesars is aware that Rowen Seibel, who is a TPOV Associate under the 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.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
relationship to TPOV are not capable of being cured. Accordingly, Caesars is
exercising its rights under Section 4.2.5 of the Agreement and is terminating the
Agreement effective immediately.

1 (d) *Termination of the LLTQ Agreement.*

2 114. On September 2, 2016, counsel for Caesars Palace sent LLTQ a letter terminating
3 the LLTQ agreement. Caesars explained the grounds for termination in its letter:

4 Pursuant to Section 10.2 of the Agreement, LLTQ has acknowledged and agrees that
5 Caesars and/or its affiliates conduct business that are or may be subject to and exist
6 because of privileged licenses issued by governmental authorities. Additionally,
7 Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,
8 that (a) any LLTQ Associate is an Unsuitable Person and (b) such relationship is not
9 subject to cure, Caesars shall have the right to terminate the Agreement.

10 Caesars is aware that Rowen Seibel, who is a LLTQ Associate under the Agreement,
11 has recently pleaded guilty to a one-count criminal information charging him with
12 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
13 (corrupt endeavor to obstruct and impede the due administration of the Internal
14 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
15 Unsuitable Person.

16 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
17 relationship to LLTQ are not capable of being cured. Accordingly, Caesars is
18 exercising its rights under Section 4.2.5 of the Agreement and is terminating the
19 Agreement effective immediately.

20 (e) *Termination of the GRB Agreement.*

21 115. On September 2, 2016, counsel for Caesars Palace sent GRB a letter terminating the
22 GRB Agreement. Caesars explained the grounds for termination in its letter:

23 Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that
24 Caesars and/or its affiliates conduct business that are or may be subject to and exist
25 because of privileged licenses issued by governmental authorities. Additionally,
26 Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,
27 that any GRB Associate is an Unsuitable Person, GRB shall cease the activity or
28 relationship creating the issue.

Caesars is aware that Rowen Seibel, who is a GR Associate under the 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.

Therefore, GRB shall, 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. If GRB fails to terminate the relationship with Mr. Seibel,
Caesars will be required to terminate the Agreement pursuant to Section 4.2.5 of the
Agreement.

116. In response to this letter, GRB failed to provide Caesars with sufficient evidence
demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had

1 purportedly assigned his rights and interests in GRB and the GRB Agreement, Caesars determined,
2 in its sole discretion—as it was entitled to do under the GRB Agreement—that GRB's relationship
3 was not subject to cure given Mr. Seibel's continued relationship with the principals and
4 representatives of GRB. Mr. Seibel's partner in GRB similarly informed Caesars that GRB could
5 not adequately disassociate itself with Mr. Seibel. As a result, the GRB Agreement was terminated.

6 *(f) Termination of the FERG Agreement.*

7 117. On September 2, 2016, counsel for Caesars Palace sent FERG a letter terminating
8 the FERG agreement. Caesars explained the grounds for termination in its letter:

9 Pursuant to Section 11.2 of the Agreement, FERG has acknowledged and agrees that
10 Caesars and/or its affiliates conduct business that are or may be subject to and exist
11 because of privileged licenses issued by governmental authorities. Additionally,
12 Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,
13 that (a) any FERG Associate is an Unsuitable Person and (b) such relationship is not
14 subject to cure, Caesars shall have the right to terminate the Agreement.

15 Caesars is aware that Rowen Seibel, who is a FERG Associate under the Agreement,
16 has recently pleaded guilty to a one-count criminal information charging him with
17 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
18 (corrupt endeavor to obstruct and impede the due administration of the Internal
19 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
20 Unsuitable Person.

21 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
22 relationship to FERG are not capable of being cured. Accordingly, Caesars is
23 exercising its rights under Section 4.2(e) of the Agreement and is terminating the
24 Agreement effective immediately.

25 *(g) The Seibel-Affiliated Entities dispute the propriety of the termination of
26 their agreements with Caesars,*

27 118. After receiving the termination notices on September 2, 2016, counsel for the
28 Defendants sent Caesars several letters disputing the propriety of the terminations. According to
the Seibel-Affiliated Entities, Mr. Seibel no longer had any relationship with the Seibel-Affiliated
Entities and thus Caesars' termination of the agreements was improper.

119. In response, counsel for Caesars explained that the Seibel-Affiliated Entities'
relationship with Mr. Seibel was still unacceptable given the relationships of the assignees (like
Mr. Frederick) to Mr. Seibel:

We note that the proposed assignee [of the agreements] 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

1 which regulate the Company and its affiliates (collectively, "Gaming Regulatory
2 Authorities"), the Company believes that such relationships with Mr. Seibel would
3 be unacceptable to the Gaming Regulatory Authorities. Further the Company
4 believes that a commercial relationship with the proposed assignee and its Associates,
5 because of their relationships with Mr. Seibel, would also be unacceptable to the
6 Gaming Regulatory Authorities. Lastly, we note that Mr. Seibel failed, through the
7 applicable entity, to affirmatively update prior disclosures to the Company, which
8 updated disclosure is required and bears directly on his suitability.

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

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

18 **D. Legal Proceedings Involving Caesars and the Defendants.**

19 **(a) *Contested matters involving Caesars Palace, CAC, LLTQ, FERG, and***
20 ***MOTI.***

21 120. In January 2015, Caesars Entertainment Operating Company, Inc. and a number of
22 its subsidiaries and affiliates (including Caesars Palace and CAC) filed for bankruptcy protection
23 under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern
24 Division. As part of that bankruptcy, Caesars Palace, CAC, FERG, LLTQ, and MOTI are involved
25 in several contested matters.

26 121. First, Caesars Palace filed a motion to reject the LLTQ and FERG Agreements.
27 Caesars Palace concluded that the costs of these two agreements outweighed any potential benefits
28 that Caesars Palace could realize by continuing to perform under the agreements. LLTQ and FERG
objected to Caesars Palace's motion to reject the LLTQ and FERG Agreements on the grounds that,
inter alia, (i) the LLTQ and FERG Agreements are integrated with the separate agreements that
Caesars Palace entered into with Gordon Ramsay, and (ii) Sections 13.22 and 4.1 are enforceable
restrictive covenants that prevent the rejection of the LLTQ and FERG agreements.

122. Second, LLTQ and FERG filed a motion for the payment of administrative expenses
relating to payments purportedly owed to LLTQ and FERG for operation of the relevant restaurants
after Caesars Palace filed for bankruptcy. Caesars Palace objected to this motion on the grounds

1 that LLTQ and FERG have not provided any post-petition benefit to Caesars Palace. Indeed, LLTQ
2 and FERG did not provide Caesars Palace with any services after Caesars Palace filed for
3 bankruptcy.

4 123. Third, MOTI filed a motion for the payment of administrative expenses relating to
5 Caesars Palace's use of MOTI's intellectual property during the wind-down period following the
6 termination of the MOTI Agreement. Caesars Palace objected to this motion on the grounds that
7 MOTI is not entitled to an administrative expense where, as here, the MOTI Agreement was
8 terminated because MOTI was, and is, an "Unsuitable Person."

9 124. In connection with these three motions, the parties have conducted discovery on a
10 number of issues, including the suitability of LLTQ, FERG, and Mr. Seibel. And, as a defense to
11 LLTQ and FERG's motion for the payment of administrative defenses, Caesars Palace and CAC
12 have raised LLTQ and FERG's failure to disclose Mr. Seibel's criminal activities. Caesars Palace
13 and CAC contend that LLTQ and FERG's failure to do so constitutes fraudulent inducement and
14 breaches the LLTQ and FERG Agreements.

15 125. The contested matters in the bankruptcy court do not, however, directly implicate
16 Caesars' decision to terminate its agreements with the Seibel-Affiliated Entities. Instead, counsel
17 for LLTQ and FERG have stated in filings in the bankruptcy court that they intend to challenge the
18 propriety of the termination of the relevant agreements but do not believe that issue should be heard
19 by the bankruptcy court:

- 20 • "[T]he [Debtors'] fraudulent inducement claim, like the issue of whether the
21 Termination [of the LLTQ and FERG Agreements] was proper in the first instance,
22 is not presently before [the bankruptcy court] and should be resolved in separate
23 proceedings (likely in state court or federal district court)."
- 24 • "[LLTQ and FERG] will challenge the propriety of the purported termination
25 of the [LLTQ and FERG Agreements] in the appropriate venue, likely outside of the
26 Chapter 11 cases."

27 **(b) Litigation involving GRB and Planet Hollywood.**

28 126. On January 11, 2017, Mr. Seibel, purportedly derivatively on behalf of GRB, filed
a complaint in the United States District Court for the District of Nevada naming Planet Hollywood
as a defendant. Mr. Seibel also filed a motion for a preliminary injunction enjoining

1 Planet Hollywood from (i) terminating the GRB Agreement or, alternatively, (ii) utilizing GRB's
2 intellectual property and operating a restaurant in the premises for the GR Burgr restaurant. This
3 action was dismissed from the federal court on jurisdictional grounds and Mr. Seibel re-filed a
4 similar complaint and motion for preliminary injunction in the Eighth Judicial District Court in
5 Clark County, Nevada, Case No. A-17-751759 (Hon. Joe Hardy). The state court complaint
6 included counts for (i) breach of contract arising out of the termination of the GRB Agreement;
7 (ii) breach of the implied covenant of good faith and fair dealing relating to the termination of the
8 GRB Agreement on suitability grounds; (iii) unjust enrichment relating to Planet Hollywood's use
9 of GRB's intellectual property; (iv) civil conspiracy relating to the circumstances surrounding the
10 termination of the GRB Agreement; (v) specific performance requiring Planet Hollywood to pay
11 GRB; and (vi) declaratory relief establishing, inter alia, that Planet Hollywood must stop using the
12 GR intellectual property and compensate GR for the period of time it utilized GRB's intellectual
13 property.

14 127. The Court denied Mr. Seibel's motion for a preliminary injunction on the grounds
15 that Mr. Seibel did not demonstrate irreparable harm, likelihood of success on the merits, balance
16 of hardships, or that public policy weighed in his favor.

17 128. Planet Hollywood moved to dismiss Mr. Seibel's claims for breach of contract,
18 breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy,
19 and declaratory relief. The Court granted in part and denied in part Planet Hollywood's motion.
20 Specifically, the Court granted Planet Hollywood's motion to dismiss Mr. Seibel's breach of
21 contract claim to the extent it was based on Caesars allegedly receiving money that should have
22 been paid to GRB under the GRB Agreement, Caesars' failure to provide GRB with an opportunity
23 to cure its association with any unsuitable persons, and Caesars' efforts to open a rebranded
24 restaurant with Gordon Ramsay. Mr. Seibel subsequently filed an amended complaint, reasserting
25 some of the same causes of action and adding further allegations. On July 21, 2017,
26 Planet Hollywood answered the amended complaint and asserted a counterclaim for fraudulent
27 concealment against Mr. Seibel individually.

28

1 (c) *Nevada Federal District Court litigation involving TPOV and Paris.*

2 129. On February 3, 2017, TPOV Enterprises 16, LLC filed a complaint in the
3 United States District Court for the District of Nevada against Paris,
4 Case No. 2:17-cv-00346-JCM-VCF. TPOV Enterprises 16, LLC alleges, inter alia, that (i) Paris
5 breached the TPOV Agreement by, inter alia, refusing to continue to pay TPOV 16 and terminating
6 the TPOV Agreement; (ii) Paris breached the implied covenant of good faith and fair dealing by,
7 inter alia, disputing the validity of the assignment of the TPOV Agreement and claiming that TPOV
8 is an Unsuitable Person; (iii) Paris has been unjustly enriched by its failure to pay TPOV 16 in
9 accordance with the TPOV Agreement; and (iv) it is entitled to a declaration that the assignment of
10 the TPOV Agreement from TPOV to TPOV 16 was valid and TPOV 16 is not associated with an
11 Unsuitable Person.

12 130. Paris moved to dismiss TPOV 16's claims based on subject matter jurisdiction and
13 failure to state a claim upon which relief could be granted. The District Court (Judge Mahan)
14 granted the motion in part, and denied it in part, dismissing TPOV 16's claim for unjust enrichment.
15 On July 21, 2017, Paris answered the complaint, and asserted counterclaims for breach of contract,
16 breach of the implied covenant, fraudulent concealment, civil conspiracy, and declaratory relief
17 against TPOV, TPOV 16, and Mr. Seibel personally.

18 **COUNT I**

19 **(Declaratory Judgment Against All Defendants Declaring That**
20 **Caesars Properly Terminated All of the Seibel Agreements)**

21 131. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
22 set forth herein.

23 132. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
24 whose rights, status or other legal relations are affected by a [contract] may have determined any
25 question of construction or validity arising under the [contract] and obtain a declaration of rights,
26 status or other legal relations thereunder."

27 133. The parties dispute whether Caesars properly terminated the Seibel Agreements.
28 Thus, there is a justiciable controversy ripe for adjudication among the parties.

135. Caesars further requests any additional relief authorized by the law, the Seibel Agreements or found fair, equitable, just, or proper by the Court, including but not limited to attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the same.

3 **(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not Have Any
Current or Future Obligations to Defendants Under the Seibel Agreements)**

5 136. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
6 set forth herein.

137. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or whose rights, status or other legal relations are affected by a [contract] may have determined any question of construction or validity arising under the [contract] and obtain a declaration of rights, status or other legal relations thereunder."

138. The parties dispute whether Caesars has any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities. Thus, there is a justiciable controversy ripe for adjudication among the parties.

139. Caesars does not have any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities for at least three reasons.

140. First, the express language of the Seibel Agreements states that Caesars has no future obligations to the Seibel-Affiliated Entities where, as here, termination is based on suitability or non-disclosure grounds. For example, the MOTI Agreement provides that "[a]ny termination by

1 Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party
2 to this Agreement" Similarly, all of the Seibel Agreements state that termination based on
3 unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any
4 future obligations.

5 141. Second, Mr. Seibel and the Seibel-Affiliated Entities fraudulently induced Caesars
6 to enter into the Seibel Agreements when they failed to disclose Mr. Seibel's illegal activities.
7 Mr. Seibel and the Seibel-Affiliated Entities all represented—through the MOTI and DNT Business
8 Information Forms—that he had not been a party to any felony in the past ten years and there was
9 nothing in Mr. Seibel's past that would prevent him from being licensed by a gaming authority.
10 Although Caesars had the right to request information from each entity to satisfy itself that
11 Mr. Seibel was suitable from a regulatory perspective, it had received such assurances in the
12 Business Information Forms with respect to the MOTI Agreement and DNT Agreement. To the
13 extent the MOTI and DNT suitability disclosures became inaccurate, they had to be updated without
14 Caesars making a request. Caesars therefore reasonably relied on Mr. Seibel's prior representations
15 to satisfy itself that Mr. Seibel remained a suitable person when entering into the TPOV Agreement,
16 LLTQ Agreement, GRB Agreement, and FERG Agreement.

17 142. Caesars reasonably relied on Defendants' representations when deciding to enter into
18 each agreement with the Seibel-Affiliated Entities. Specifically, Caesars relied on the following
19 representations:

- 20 • The MOTI and DNT Business Information Forms;
- 21 • Sections 8.1, 9.1, and 9.2 of the MOTI Agreement;
- 22 • Sections 10.2, 11.1, and 11.2 of the DNT Agreement;
- 23 • Sections 9.2, 10.1, and 10.2 of the TPOV Agreement;
- 24 • Sections 9.2, 10.1, and 10.2 of the LLTQ Agreement;
- 25 • Sections 10.3, 11.1, and 11.2 of the GRB Agreement; and
- 26 • Sections 10.2, 11.1, and 11.2 of the FERG Agreement.

27 143. Mr. Seibel and the Seibel-Affiliated Entities knew that these representations were
28 false when made. The fraudulent inducement of Mr. Seibel and the Seibel-Affiliated Entities

1 permits Caesars to rescind the Seibel Agreements and thereby avoid future obligations to Mr. Seibel
2 or the Seibel-Affiliated Entities.

3 144. Third, the Seibel-Affiliated Entities repeatedly breached the Seibel Agreements
4 when they failed to update their prior disclosures to reflect Mr. Seibel's illegal activities. Because
5 the Seibel-Affiliated Entities breached the Seibel Agreements, Caesars is no longer required to
6 perform under the Seibel Agreement.

7 145. Caesars therefore seeks a declaration that Caesars does not have any current or future
8 financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities.

9 146. Caesars further requests any additional relief authorized by the law, the Seibel
10 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
11 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
12 same.

13 COUNT III

14 **(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do** 15 **Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and** 16 **Gordon Ramsay)**

17 147. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
18 set forth herein.

19 148. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
20 whose rights, status or other legal relations are affected by a [contract] may have determined any
21 question of construction or validity arising under the [contract] and obtain a declaration of rights,
22 status or other legal relations thereunder."

23 149. The parties dispute whether section 13.22 of the LLTQ Agreement and Section 4.1
24 of the FERG Agreement are enforceable and require Caesars to include Mr. Seibel, LLTQ, and/or
25 FERG in current or future ventures between Caesars and Mr. Ramsay. Thus, there is a justiciable
26 controversy ripe for adjudication among the parties.

27 150. Section 13.22 of the LLTQ Agreement is unenforceable as a matter of law because
28 (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a

1 business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable
2 Persons; and (c) Section 13.22 is overly broad, indefinite, vague, and ambiguous.

3 151. Section 13.22 is overly broad and indefinite because it does not contain any
4 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
5 Section 13.22 could apply to future ventures between any Caesars affiliate and Mr. Ramsay located
6 anywhere in world. It could also apply to future ventures between any Caesars affiliate and
7 Mr. Ramsay entered into 40 years after LLTQ and Caesars Palace entered into the LLTQ
8 Agreement. Under Nevada law, the lack of any geographic or temporal restrictions render the
9 restrictive covenant in Section 13.22 unenforceable.

10 152. Section 13.22 is vague and ambiguous because it does not clearly specify which
11 future ventures are subject to the restrictive covenant contained therein. On the one hand,
12 Section 13.22 broadly states that ventures "generally in the nature of" pubs, bars, cafes, taverns,
13 steak restaurants, fine dining steakhouses, and chophouses are encompassed by the restrictive
14 covenant. On the other hand, Section 13.22 is seemingly limited to ventures that Caesars elects to
15 pursue "under the [LLTQ Agreement]," which relates only to the Gordon Ramsay Pub.

16 153. Section 4.1 of the FERG Agreement is unenforceable as a matter of law because
17 (a) the FERG Agreement was properly terminated; (b) Caesars is prohibited from entering into a
18 business relationship with FERG or Mr. Seibel given that FERG and Mr. Seibel are Unsuitable
19 Persons; and (c) Section 4.1 is overly broad, indefinite, vague, and ambiguous.

20 154. Section 4.1 is overly broad, indefinite, vague, and ambiguous because it does not
21 contain any temporal limitations. For example, by its terms, Section 4.1 could apply to any future
22 ventures entered into between CAC and an affiliate at any point in time. In addition, Section 4.1 is
23 not limited to CAC but includes all of CAC's affiliates. Section 4.1 also is not limited to specific
24 types of restaurants but includes any agreement that merely relates to the premises where the current
25 restaurant is located. Finally, Section 4.1 is vague and ambiguous because it is unclear how the
26 FERG Agreement could "be in effect and binding on the parties" if a "new agreement is executed"
27 between the parties—i.e., it is not clear how both agreements could simultaneously be in effect,
28

1 what the terms of the agreements would be, how the new agreement would be negotiated, and which
2 terms would govern the parties' relationship.

3 155. Caesars therefore seeks a declaration that section 13.22 of the LLTQ Agreement and
4 Section 4.1 of the FERG Agreement are unenforceable and Caesars does not have any current or
5 future obligations pursuant to those provisions or otherwise that would prohibit or limit existing or
6 future restaurant ventures between Caesars and Gordon Ramsay.

7 156. Caesars further requests any additional relief authorized by the law, the Seibel
8 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
9 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
10 same.

11 Prayer for Relief

12 WHEREFORE, Caesars respectfully prays for judgment as follows:

- 13 (a) Declaratory Relief as requested herein;
14 (b) Equitable relief;
15 (c) Reasonable attorneys' fees and costs; and
16 (d) Any additional relief this Court may deem just and proper

17 DATED this 24th day of August, 2017.

18 PISANELLI BICE PLLC

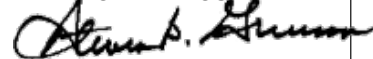
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9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 ROWEN SEIBEL, an individual and citizen of
12 New York, derivatively as Nominal Plaintiff on
13 behalf of Real Party in Interest GR BURGR LLC,
14 a Delaware limited liability company;

14 Plaintiff,

15 vs.

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

18 Defendant,

19 GR BURGR LLC, a Delaware limited liability
20 company,

21 Nominal Defendant.

22 AND ALL RELATED MATTERS.

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

Consolidated with:
Case No: A-17-760537-B

**STIPULATION TO CONTINUE
HEARING**

Date of Hearing: March 27, 2019
Time of Hearing: 9:00 a.m.

24 **WHEREAS**, This matter came before the Court on a status check regarding the status of
25 the case, proposed confidentiality agreement, ESI protocol, and trial protocol on February 28, 2019
26 at 9:00 a.m.; and

27 **WHEREAS**, The court inquired at that hearing into the participation of Kurt Heyman,
28 Esq., the Liquidating Trustee appointed by the Delaware Chancery Court for GR Burgr, LLC, in

1 these proceedings; and

2 **WHEREAS**, The court stated that it intended to set a hearing on an order to show cause
3 directed at the Trustee, calendared that hearing for March 27, 2019 at 9 a.m., and directed counsel
4 to PHWLTV, LLC to prepare that form of order; and

5 **WHEREAS**, Counsel to the respective parties were unable to agree on the commanding
6 language of the order to show cause, and agreed to consult the hearing transcript to settle that
7 dispute; and

8 **WHEREAS**, Counsel did not learn until March 25, 2019 that no record of the hearing had
9 been prepared, and no transcript would be forthcoming, so the order could not be based on the
10 transcript.

11 **IT IS THEREFORE STIPULATED** among Rowen Seibel (“Seibel” or “Plaintiff”);
12 PHWLTV, LLC (“Planet Hollywood”); Gordon Ramsay (“Ramsay”); GR Burgr, LLC (“GRB”);
13 Desert Palace, Inc. (“Desert”); Paris Las Vegas Operating Company, LLC (“Paris”); Boardwalk
14 Regency Corporation d/b/a Caesar Atlantic City (“Boardwalk”); LLTQ Enterprises, LLC; LLTQ
15 Enterprises 16, LLC (collectively, with LLTQ Enterprises, LLC, “LLTQ”); . FERG, LLC; FERG
16 16, LLC (collectively, with FERG, LLC, “FERG”); MOTI Partners, LLC; MOTI Partners 16, LLC
17 (collectively, with MOTI Partners, LLC, “MOTI”); TPOV Enterprises, LLC; TPOV Enterprises
18 16, LLC (collectively, with TPOV Enterprises, LLC, “TPOV”); J. Jeffrey Frederick (“Frederick”),
19 DNT Acquisition LLC (“DNT”); and Old Homestead Restaurant, Inc. (“OHR” and collectively,
20 with Frederick, TPOV, MOTI, LLTQ, FERG, DNT, Boardwalk, Ramsay, Paris, GRB, Planet
21 Hollywood and Seibel, the “Parties”), by and through their undersigned counsel of record, that the
22 court continue the hearing on the Order to Show Cause, currently scheduled for March 27, 2019 at
23 9:00 a.m., for approximately 30 days. Subject to the Court’s approval, the new hearing date shall
24 be set at the convenience of the court and the parties herein. This stipulation is sought and

25 //

26 //

27 //

28 //


presented in good faith, is not interposed for delay, and is not filed for an improper purpose.

DATED this 25th day of March 2019.

DATED this 25th day of March 2019.

MCNUTT LAW FIRM, P.C.

FENNEMORE CRAIG, P.C.


DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
625 South Eighth Street
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/s/ Allen J. Wilt

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LLTQ Enterprises 16, LLC, TPOV Enterprises,
LLC, TPOV Enterprises 16, LLC, FERG, LLC and
FERG 16, LLC*

DATED this ___ day of March 2019.

DATED this ___ day of March 2019.

PISANELLI BICE PLLC

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presented in good faith, is not interposed for delay, and is not filed for an improper purpose.

DATED this ____ day of March 2019.

DATED this ____ day of March 2019.

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LLTQ Enterprises 16, LLC, TPOV Enterprises,
LLC, TPOV Enterprises 16, LLC, FERG, LLC and
FERG 16, LLC*
DATED this 20 day of March 2019.

DATED this ____ day of March 2019.

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DATED this ____ day of March 2019.

DATED this ____ day of March 2019.

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LLTQ Enterprises 16, LLC, TPOV Enterprises,
LLC, TPOV Enterprises 16, LLC, FERG, LLC and
FERG 16, LLC*


DATED this ____ day of March 2019.

DATED this 25 day of March 2019.

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4 *Operating Company, LLC, PHWL, LLC, and*
5 *Boardwalk Regency Corporation d/b/a Caesars*
6 *Atlantic City*

7 DATED this 24th day of March 2019.

DATED this ____ day of March 2019.

8 **FOX ROTHSCHILD LLP**

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6 *Atlantic City*

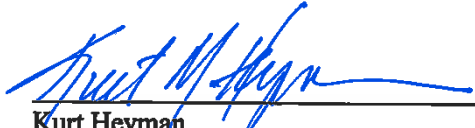
7 DATED this ____ day of March 2019.

DATED this ____ day of March 2019.

8 **FOX ROTHSCHILD LLP**

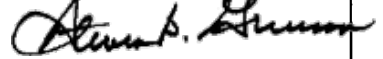
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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF STIPULATION
AND PROPOSED ORDER TO EXTEND
DISCOVERY DEADLINES
(SIXTH REQUEST)**

PISANELLI BICE
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LAS VEGAS, NEVADA 89101

1 PLEASE TAKE NOTICE that a Stipulation and Proposed Order to extend Discovery
2 Deadlines (Sixth Request) was entered in the above-captioned matter on January 8, 2020, a true
3 and correct copy of which is attached hereto.

4 DATED this 8th day of January 2020.

5 PISANELLI BICE PLLC

6 By: 

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21 *Paris Las Vegas Operating Company, LLC;*
22 *PHWLV, LLC; and Boardwalk Regency*
23 *Corporation d/b/a Caesars Atlantic City*
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PISANELLI BICE
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 8th day of January 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF STIPULATION AND PROPOSED ORDER TO EXTEND DISCOVERY DEADLINES (SIXTH REQUEST)** to the following:

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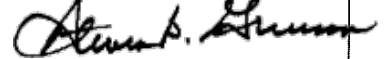
Trustee for GR Burgr LLC



An employee of PISANELLI BICE PLLC

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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
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in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**STIPULATION AND PROPOSED ORDER
TO EXTEND DISCOVERY DEADLINES
(SIXTH REQUEST)**

JAN 07 2020

Parties PHWLTV, LLC ("Planet Hollywood"), Gordon Ramsay ("Ramsay"), Rowen Seibel ("Seibel"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), TPOV Enterprises, LLC ("TPOV"), TPOV 16 Enterprises, LLC ("TPOV 16"), DNT Acquisition, LLC ("DNT"), and Original Homestead Restaurant, Inc. ("OHR") (the "Parties"),¹ by and through their undersigned counsel of record, hereby stipulate to and request an order modifying the schedule set by this Court's Third Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call dated October 15, 2019. This is the sixth request for an extension of discovery deadlines. The Parties stipulated to four extensions and this Court previously ordered an extension following an opposed motion. This Stipulation is being entered into in good faith and not for the purposes of delay, as good cause appears to extend discovery deadlines.

I. STATEMENT OF DISCOVERY COMPLETED TO DATE.

- Planet Hollywood served its initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Planet Hollywood served privilege/redaction logs in Case No. A-17-751759 on September 5, 2017. Planet Hollywood supplemented its disclosures on January 9, 2018.
- Seibel served his initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Ramsay also served his initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Caesars served its initial disclosures in Case No. A-17-760537-B (together with Case No. A-17-751759, the "Consolidated Action") on November 16, 2018.

¹ GR Burgr, LLC ("GRB") is also a party to this action, but it is not currently represented by counsel.

- 1 • Caesars served its initial privilege log in the Consolidated Action on November 16,
- 2 2018.
- 3 • Frederick served his initial disclosures in the Consolidated Action on November 16,
- 4 2018.
- 5 • OHR served its initial disclosures in the Consolidated Action on November 27, 2018.
- 6 • Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and
- 7 DNT served their initial disclosures in the Consolidated Action on November 29,
- 8 2018.
- 9 • Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and
- 10 DNT served their requests for the production of documents on Caesars Palace, Paris,
- 11 Planet Hollywood, and CAC on January 24, 2019.
- 12 • Caesars served its First Set of Requests for Production of Documents to Frederick on
- 13 January 30, 2019.
- 14 • Desert Palace served its First Set of Interrogatories to Frederick on January 30, 2019.
- 15 • Desert Palace served its First Set of Interrogatories to Seibel on February 5, 2019.
- 16 • Caesars served its First Set of Requests for Production of Documents to Seibel on
- 17 February 5, 2019.
- 18 • On March 1, 2019, Frederick served his responses to Desert Palace's First Set of
- 19 Interrogatories.
- 20 • On March 1, 2019, Frederick served his responses to Caesars' First Set of Requests for
- 21 Production of Documents.
- 22 • On March 7, 2019, Caesars served its First Set of Requests for Production of
- 23 Documents to MOTI.
- 24 • On March 7, 2019, Caesars served its First Set of Requests for Production of
- 25 Documents to MOTI 16.
- 26 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ.
- 27 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ 16.
- 28 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI.

- 1 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI 16.
- 2 • On March 8, 2019, CAC served its First Set of Interrogatories to FERG.
- 3 • On March 8, 2019, CAC served its First Set of Interrogatories to FERG 16.
- 4 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 5 Documents to FERG.
- 6 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 7 Documents to FERG 16.
- 8 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 9 Documents to LLTQ.
- 10 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 11 Documents to LLTQ 16.
- 12 • On March 14, 2019, Paris served its First Set of Interrogatories to TPOV.
- 13 • On March 14, 2019, Paris served its First Set of Interrogatories to TPOV 16.
- 14 • On March 18, 2019, Ramsay served his First Supplement to NRCP 16.1 Disclosures.
- 15 • On March 21, 2019, Seibel served his responses to Caesars' First Set of Requests for
- 16 Production of Documents.
- 17 • On March 21, 2019, Seibel served his responses to Desert Palace's First Set of
- 18 Interrogatories.
- 19 • On April 12, 2019, Caesars served its First Supplemental Disclosures Pursuant to
- 20 NRCP 16.1.
- 21 • On April 23, 2019, FERG served its responses to Caesars' First Set of Requests for
- 22 Production of Documents.
- 23 • On April 23, 2019, FERG served its responses to Desert Palace's First Set of
- 24 Interrogatories.
- 25 • On April 23, 2019, FERG 16 served its responses to Caesars' First Set of Requests for
- 26 Production of Documents.
- 27 • On April 23, 2019, FERG 16 served its responses to Desert Palace's First Set of
- 28 Interrogatories.

- 1 • On April 23, 2019, LLTQ 16 served its responses to Caesars' First Set of Requests for
- 2 Production of Documents.
- 3 • On April 23, 2019, LLTQ 16 served its responses to Desert Palace's First Set of
- 4 Interrogatories.
- 5 • On April 23, 2019, LLTQ served its responses to Desert Palace's amended First Set of
- 6 Interrogatories.
- 7 • On April 23, 2019, LLTQ served its responses to Caesars' First Set of Requests for
- 8 Production of Documents.
- 9 • On April 23, 2019, MOTI served its responses to Caesars' First Set of Requests for
- 10 Production of Documents.
- 11 • On April 23, 2019, MOTI served its responses to Desert Palace's First Set of
- 12 Interrogatories.
- 13 • On April 23, 2019, MOTI 16 served its responses to Caesars' First Set of Requests for
- 14 Production of Documents.
- 15 • On April 23, 2019, MOTI 16 served its responses to Desert Palace's First Set of
- 16 Interrogatories.
- 17 • On April 23, 2019, TPOV served its responses to Paris' First Set of Interrogatories.
- 18 • On April 23, 2019, TPOV 16 served its responses to Paris' First Set of Interrogatories.
- 19 • On May 22, 2019, Caesars served its Second Supplemental Disclosures Pursuant to
- 20 NRCP 16.1.
- 21 • On May 22, 2019, Caesars served its First Supplemental Privilege Log.
- 22 • On June 6, 2019, Frederick served his First Set of Requests for Production of
- 23 Documents to Desert Palace, Inc.
- 24 • On June 6, 2019, Frederick served his First Set of Requests for Production of
- 25 Documents to Paris Las Vegas Operating Company, LLC.
- 26 • On June 6, 2019, Frederick served his First Set of Requests for Production of
- 27 Documents to PHWLTV, LLC.
- 28

- 1 • On June 6, 2019, Frederick served his First Set of Requests for Production of
- 2 Documents to Boardwalk Regency Corporation, d/b/a/ Caesars Atlantic City.
- 3 • On July 30, 2019, the Seibel Parties served a supplemental production of documents.
- 4 • On August 12, 2019, Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16,
- 5 FERG, and FERG 16 (collectively, the "Seibel Parties") served its Requests for
- 6 Admissions to Caesars.
- 7 • On August 12, 2019, the Seibel Parties served its Requests for Admissions to Ramsay.
- 8 • On August 14, 2019, the Seibel Parties served Requests for Production of Documents
- 9 to Ramsay.
- 10 • On August 14, 2019, the Seibel Parties served Requests for Production of Documents
- 11 to Caesars.
- 12 • On August 27, 2019, Caesars served its Third Supplemental Disclosures Pursuant to
- 13 NRCP 16.1.
- 14 • On August 28 and 29, 2019, the Parties deposed J. Jeffrey Frederick
- 15 • On September 4 and 6, 2019, the Parties deposed Craig Green.
- 16 • On September 5, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV.
- 17 • On September 6, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV 16.
- 18 • On September 6, 2019, the Seibel Parties served a supplemental production of
- 19 documents.
- 20 • On September 10, 2019, the Seibel Parties served a supplemental production of
- 21 documents.
- 22 • On September 11, 2019, Caesars served its Responses to the Seibel Parties' Requests
- 23 for Admissions.
- 24 • On September 11, 2019, Ramsay served his Responses to the Seibel Parties' Requests
- 25 for Admissions.
- 26 • On September 13, 2019, Caesars served its Fourth Supplemental Disclosures Pursuant
- 27 to NRCP 16.1.
- 28

- 1 • On September 13, 2019, Caesars served its Responses to the Seibel Parties' Requests
- 2 for Production of Documents.
- 3 • On September 13, 2019, Ramsay served his Responses to the Seibel Parties' Requests
- 4 for Production of Documents.
- 5 • On September 16, 2019, the Seibel Parties deposed Thomas Jenkin.
- 6 • On September 18, 2019, the Seibel Parties served a supplemental production of
- 7 documents.
- 8 • On September 19, 2019, the Seibel Parties served a supplemental production of
- 9 documents.
- 10 • On September 20, 2019, the Seibel Parties deposed Mark Clayton, Esq.
- 11 • On September 24 and 25, 2019, Caesars began deposing Seibel.
- 12 • On September 26, 2019, the Seibel Parties served a supplemental production of
- 13 documents.
- 14 • On September 30, 2019, the Parties deposed Ramsay.
- 15 • On October 1, 2019, the Parties deposed the NRCP 30(b)(6) designee for Gordon
- 16 Ramsay Holdings.
- 17 • On October 2, 2019, the LLTQ/FERG Defendants filed their Motion to Amend
- 18 LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims. That
- 19 Motion is scheduled to be heard on November 6, 2019. Caesars reserves all rights
- 20 with respect to the Motion.
- 21 • On October 3, 2019, Caesars served its Second Set of Requests for Production of
- 22 Documents to Seibel.
- 23 • On October 7, 2019, Caesars served its Fifth Supplemental Disclosures Pursuant to
- 24 NRCP 16.1.
- 25 • On October 11, 2019, Caesars served its Sixth Supplemental Disclosures Pursuant to
- 26 NRCP 16.1.
- 27 • On October 15, 2019, the Seibel Parties deposed the NRCP 30(b)(6) designee for the
- 28 Caesars' Capital Committee.

- 1 • On October 16, 2019, the Seibel Parties deposed Richard Casto.
- 2 • On October 25, 2019, Caesars serviced its Third Set of Requests for Production of
- 3 Documents to Seibel.
- 4 • On October 29, 2019, the Parties deposed Marc Sherry.
- 5 • On October 30, 2019, the Parties deposed Greg Sherry.
- 6 • On October 30, 2019, the Seibel Parties served their Second Request for Production of
- 7 Documents to Ramsay.
- 8 • On October 31, 2019, the Parties deposed Bryn Dorfman.
- 9 • On November 2, 2019, Seibel served his responses to Caesars' Second Set of Requests
- 10 for Production of Documents.
- 11 • On November 4, 2019, Caesars served its Seventh Supplemental Disclosures Pursuant
- 12 to NRCP 16.1.
- 13 • On November 5, 2019, the Seibel Parties deposed the NRCP 30(b)(6) designee for the
- 14 Caesars' Compliance Committee.
- 15 • On November 11, 2019, the Seibel Parties served a supplemental production of
- 16 documents.
- 17 • On November 12, 2019, Caesars deposed the NRCP 30(b)(6) designee of LLTQ
- 18 Enterprises, LLC.
- 19 • On November 13, 2019, Caesars deposed the NRCP 30(b)(6) designee of LLTQ
- 20 Enterprises 16, LLC.
- 21 • On November 14, 2019, Caesars deposed the NRCP 30(b)(6) designee of MOTI
- 22 Partners, LLC.
- 23 • On November 14, 2019, the Seibel Parties served a supplemental production of
- 24 documents.
- 25 • On November 22, 2019, the Seibel Parties served their initial privilege log.
- 26 • On November 22, 2019, Caesars served its Eighth Supplemental Disclosures Pursuant
- 27 to NRCP 16.1.
- 28 • On November 22, 2019, Caesars served its Second Supplemental Privilege Log.

- 1 • On November 25, 2019, Seibel served his responses to Caesars' Third Set of Requests
- 2 for Production of Documents.
- 3 • On December 2, 2019, the Seibel Parties served a supplemental production of
- 4 documents.
- 5 • On December 3, 2019, the Seibel Parties served a supplemental production of
- 6 documents.
- 7 • On December 5, 2019, the Seibel Parties deposed Gary Selesner.
- 8 • On December 6, 2019, Caesars served its Third Supplemental Privilege Log.
- 9 • On December 9, 2019, Ramsay served his responses to the Seibel Parties' Second
- 10 Request for Production of Documents.
- 11 • On December 11, 2019, Caesars filed its Motion for Leave to File First Amended
- 12 Complaint (the "Motion to Amend"). The hearing on the Motion to Amend was
- 13 initially scheduled for January 8, 2020, at 9:00 a.m. At the request of the Seibel
- 14 Parties, the Parties agreed to postpone the hearing on the Motion to Amend for 30 days
- 15 and submitted a stipulation to the Court regarding the same.
- 16 • On December 12, 2019, the Seibel Parties served a supplemental production of
- 17 documents.
- 18 • The Parties have also discussed scheduling dates for an additional 11 witnesses.
- 19 • The Parties were discussing deposition dates in January 2020. However, due to the
- 20 unexpected passing of the Seibel Parties' lead counsel, depositions are currently on
- 21 hold.
- 22 • The Parties agreed that discovery in this matter will proceed simultaneously with
- 23 discovery conducted in an action pending before the United States District Court,
- 24 District of Nevada, styled as *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating*
- 25 *Company, LLC*, Case No. 2:17-cv-00346-JCM-VCF. A stipulation seeking to extend
- 26 the deadlines in that matter is being prepared concurrently herewith.
- 27
- 28

1 **II. DISCOVERY REMAINING TO BE COMPLETED.**

2 The Parties anticipate completing the production of documents, serving privilege logs,
3 propounding and responding to additional written discovery, conducting depositions, engaging in
4 expert discovery, and conducting third-party document and deposition discovery.

5 **III. REASONS WHY THE REMAINING DISCOVERY WAS NOT COMPLETED.**

6 At the outset, Case No. A-17-751759 involved extensive motion practice. On
7 February 28, 2017, Seibel filed a motion for preliminary injunction. Planet Hollywood filed an
8 opposition on March 17, 2017. The court entered an order denying Seibel's motion for
9 preliminary injunction on April 12, 2017. Thereafter, Planet Hollywood filed a motion to dismiss
10 on April 7, 2017, to which Seibel filed an opposition on April 24, 2017. This Court entered an
11 order granting in part, and denying in part, Planet Hollywood's motion to dismiss on June 16,
12 2017. Subsequently, Seibel, on behalf of GRB, filed a motion for partial summary judgment on
13 September 18, 2017, Planet Hollywood filed an opposition on October 5, 2017, and Ramsay filed
14 his opposition on October 6, 2017. On or about October 5, 2017, an order was entered in the
15 Court of Chancery of the State of Delaware dissolving GRB and appointing a liquidating trustee.
16 As a result of the Delaware Court's order, on November 7, 2017, at the hearing on the motion for
17 partial summary judgment, this Court continued the matter in order to give the trustee the
18 opportunity to review and take a position on the derivative claims brought by Seibel. Caesars,
19 Ramsay, Seibel, and the trustee have been engaged in discussions to settle Case No. A-17-
20 751759.

21 In addition to the motion practice and trustee issues, the Parties stipulated to consolidate
22 this action with Case No. A-17-760537-B. On February 9, 2018, this Court entered a Stipulation
23 and Order to Consolidate. Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, DNT,
24 TPOV, and TPOV 16 filed Motions to Dismiss and/or Amended Motions to Dismiss on February
25 22, 2018. Caesars filed a Consolidated Opposition to all of the Motions on March 12, 2018.
26 These motions were denied on June 1, 2018. On June 18, 2018, Seibel, LLTQ, LLTQ 16, FERG,
27 FERG 16, MOTI, MOTI 16, DNT, TPOV, and TPOV 16 filed a petition for writ of mandamus or
28 prohibition and a motion to stay the proceedings pending a decision on their petition for a writ of

1 mandamus or prohibition. Caesars filed its Opposition to the stay motion on July 9, 2018. The
2 motion to stay was denied on August 22, 2018. On September 5, 2018, Seibel, LLTQ, LLTQ 16,
3 FERG, FERG 16, MOTI, MOTI 16, DNT, TPOV, and TPOV 16 filed a Motion to Stay All
4 District Court Proceedings in the Nevada Supreme Court. On September 14, 2018, Caesars filed
5 its Response to the Motion to Stay All District Court Proceedings in the Nevada Supreme Court.
6 On November 9, 2018, the Nevada Supreme Court issued an Order Denying the Motion to Stay.
7 On June 7, 2019, the Nevada Supreme Court issued an Order Denying Petition for Writ of
8 Mandamus or Prohibition.

9 Meanwhile, on or about August 6, 2018, OHR moved to intervene. On August 9, 2018,
10 the Parties agreed to attempt to resolve this action, as well as a number of related actions through
11 mediation. The mediation was held on October 12, 2018. This action was not resolved.

12 In May 2019, attorneys for Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16,
13 DNT, TPOV, and TPOV 16 filed various motions to withdraw and stay. The Parties came before
14 the Court for hearing on May 23, 2019. During the hearing, this Court orally granted the motions
15 to withdraw and granted the motion to stay, in part, for two weeks. On May 31, 2019, the Court
16 entered a written order granting the motions to withdraw. On June 4, 2019, the Court entered a
17 written order granting, in part, the motion to stay. Also, on June 4, 2019, new counsel for Seibel,
18 LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, DNT (appearing derivatively by one of its
19 two members, R Squared Global Solutions, LLC), TPOV, and TPOV 16 filed a Notice of
20 Appearance.

21 Since that time, the Parties have actively been engaged in discovery. The Parties
22 previously agreed to tiered discovery, so that expert discovery would proceed after fact discovery
23 was completed. The Parties have conducted multiple depositions to date, but additional discovery
24 and deposition remain to be taken, including certain out-of-state witnesses.

25 Additionally, on or about December 20, 2019, lead counsel for the Seibel Parties, Steven
26 Bennett, unexpectedly passed away. As a result, the Parties have postponed additional meet and
27 confers on discovery issues, have agreed to postpone the hearings on pending motions, and
28 depositions which were being discussed to proceed in January are on hold.

1 **IV. PROPOSED SCHEDULE FOR COMPLETING ALL REMAINING DISCOVERY.**

2 The Parties propose the following discovery schedule:

3 <u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
4 Add parties or amend pleadings	February 4, 2019	No Change
5 Close of Fact Discovery	January 15, 2020	May 15, 2020
6 Initial Expert Disclosures	February 14, 2020	June 15, 2020
7 Rebuttal Expert Disclosures	March 16, 2020	July 15, 2020
8 Close of Discovery	April 15, 2020	August 14, 2020
9 Dispositive Motions	May 15, 2020	September 14, 2020
10 Motions in Limine	June 12, 2020	October 14, 2020
11 Pre-Trial memorandum	July 10, 2020	November 2, 2020
12 Trial	July 27, 2020	November 16, 2020

13 **V. CURRENT TRIAL DATE.**

14 This case is set to be tried on a five-week stack beginning on July 27, 2020, at
15 9:30 a.m., pursuant to the Third Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar
16 Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call dated
17 October 15, 2019. The Parties request that the Court continue the trial until November 16, 2020,
18 to allow adequate time for the Parties to complete discovery and for the Court to hear dispositive
19 motions. Given the proposed extensions and good cause appearing, the Parties respectfully
20 request that this Court vacate the July 27, 2020, trial date in this matter and that the Court issue
21 an amended scheduling order reflecting the deadlines and trial date proposed by the Parties.

22 ///

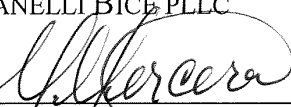
23 ///

The Parties represent that this stipulation is sought in good faith, is not interposed for delay, and is not filed for an improper purpose.

Respectfully submitted by:

DATED January 7, 2020

PISANELLI BICE PLLC

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Corporation d/b/a Caesars Atlantic City*

DATED January 7, 2020

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DATED January 7, 2020

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

DATED January 7, 2020

FENNEMORE CRAIG, P.C.

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Attorneys for Defendant Gordon Ramsay

ORDER

Based on the foregoing Stipulation of the Parties and good cause appearing therefor, IT IS
HEREBY ORDERED that the discovery deadlines in this matter are continued as follows:

<u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
Add parties or amend pleadings	February 4, 2019	No Change
Close of Fact Discovery	January 15, 2020	May 15, 2020
Initial Expert Disclosures	February 14, 2020	June 15, 2020
Rebuttal Expert Disclosures	March 16, 2020	July 15, 2020
Close of Discovery	April 15, 2020	August 14, 2020
Dispositive Motions	May 15, 2020	September 14, 2020
Motions in Limine	June 12, 2020	September 17, 2020 October 14, 2020
Pre-Trial memorandum	July 10, 2020	November 2, 2020
Trial	July 27, 2020	November 9, 2020

IT IS SO ORDERED. *An Amended Trial Order will be issued.*
DATED this 7TH day of January 2020.


THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT



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Corporation d/b/a Caesars Atlantic City*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

FIRST AMENDED COMPLAINT

**(Exempt from Arbitration –
Declaratory Relief Requested)**

///

Desert Palace Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), PHWLTV, LLC ("Planet Hollywood") and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Plaintiffs" or "Caesars") bring this Complaint against Rowen Seibel, Craig Green, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC (collectively, with LLTQ Enterprises, LLC, "LLTQ"), FERG, LLC, FERG 16, LLC (collectively, with FERG, LLC, "FERG"), Moti Partners, LLC, Moti Partners 16, LLC (collectively, with Moti Partners, LLC, "MOTI"), TPOV Enterprises, LLC, TPOV Enterprises 16, LLC (collectively, with TPOV Enterprises, LLC, "TPOV"), DNT Acquisition, LLC ("DNT"), and GR Burgr, LLC ("GRB," and collectively with LLTQ, FERG, MOTI, TPOV, and DNT, the "Seibel-Affiliated Entities") seeking declaratory relief as a result of Mr. Seibel's criminal activities and Defendants' failure to disclose those criminal activities to the Plaintiffs. Further, Caesars seeks damages relating to Mr. Seibel's and Mr. Green's conspiracy to obtain illegal kickbacks from vendors providing product to Caesars.

Caesars alleges as follows:

PRELIMINARY STATEMENT

1. Since 2009, Caesars has entered into six agreements with entities owned by, managed by, and/or affiliated with Rowen Seibel relating to the operation of restaurants at Caesars' casinos (the "Seibel Agreements"). Because of the highly-regulated nature of Caesars' business, each of these agreements contained representations, warranties, and conditions to ensure that Caesars was not entering into a business relationship that would jeopardize its good standing with gaming regulators. To further ensure that Caesars was not doing business with an "Unsuitable Person," Caesars also requested and received "Business Information Forms" from Mr. Seibel at the outset of the MOTI and DNT business relationships in which he represented that he had not been a party to a felony in the last ten years and there was nothing "that would prevent him from being licensed by a gaming authority." Although the agreements required Mr. Seibel and the Seibel-Affiliated Entities to update those disclosures to the extent they subsequently became inaccurate, neither Mr. Seibel nor the Seibel-Affiliates Entities ever did so.

1 2. Unbeknownst to Caesars, when the parties entered into each of the agreements,
2 Mr. Seibel was engaged in criminal conduct that rendered him "Unsuitable" under the terms of each
3 agreement. In 2004, Mr. Seibel began using foreign bank accounts to defraud the IRS. In 2009,
4 when Mr. Seibel was assuring Caesars that he had not been a party to a felony and there was nothing
5 "that would prevent him from being licensed by a gaming authority," he was submitting false
6 documentation to the IRS regarding his use of foreign bank accounts.

7 3. In April 2016, Mr. Seibel was charged with defrauding the IRS. Rather than contest
8 the charges against him, Mr. Seibel pleaded guilty to one count of a corrupt endeavor to obstruct
9 and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, a Class E
10 Felony, and subsequently served time in a federal penitentiary for his crime.

11 4. Mr. Seibel, however, never informed Caesars that he was engaged in criminal
12 activities. Nor did he disclose to Caesars that he had lied to the United States government, was
13 under investigation by the United States government, or that he had pleaded guilty to a felony.

14 5. Instead, Caesars only learned about Mr. Seibel's felony conviction from press reports
15 four months after he pleaded guilty. Upon learning of Mr. Seibel's felony conviction, Caesars
16 exercised its contractual right to terminate its agreements with the Seibel-Affiliated Entities.
17 Indeed, the parties to the Seibel Agreements expressly agreed that Caesars in its "sole and exclusive
18 judgment" could terminate the agreements if it determined that Mr. Seibel and/or the
19 Seibel-Affiliated Entities were "Unsuitable Persons" as defined in the agreements. The parties
20 likewise expressly agreed that Caesars' decision to terminate the agreements would "not be subject
21 to dispute by [the Seibel-Affiliated Entities]." Caesars determined that Mr. Seibel's conduct and
22 felony conviction rendered him an "Unsuitable Person" as defined in the agreements. Therefore,
23 Caesars exercised its "sole and exclusive judgment" and terminated the Seibel Agreements on or
24 around September 2, 2016.

25 6. Nevertheless, Defendants are now claiming that Caesars wrongfully terminated
26 those agreements and either have initiated or indicated that they intend to initiate legal proceedings
27 relating to the termination of the agreements. Because there is an actual dispute among the parties,
28

1 Caesars brings this action for a declaratory judgment confirming that it was proper, in its sole and
2 exclusive judgment, to terminate each of the agreements with the Seibel-Affiliated Entities.

3 7. In addition, Caesars seeks a declaratory judgment that it has no current or future
4 obligations to Defendants. Certain defendants are seeking monetary relief from Caesars in three
5 different courts across the country related to the Seibel Agreements and have threatened to attempt
6 to force Caesars to include Mr. Seibel in other restaurant opportunities. Simply put, Caesars is not
7 required under the Seibel Agreements or otherwise to do business with a convicted felon. Indeed,
8 Mr. Seibel and the Seibel-Affiliated Entities concealed material facts from Caesars that they had a
9 duty to disclose regarding Mr. Seibel's wrongdoings. Mr. Seibel concealed these wrongdoings from
10 Caesars to avoid the termination of the Seibel Agreements. Had Caesars been aware of Mr. Seibel's
11 wrongdoings when the relationship first began, it would not have entered into the Seibel
12 Agreements. And, if Mr. Seibel had properly disclosed his wrongdoings, Caesars would not have
13 continued doing business with Mr. Seibel and would have terminated its relationship with
14 Mr. Seibel and his companies. Because Mr. Seibel and the Seibel-Affiliated Entities fraudulently
15 induced Caesars to enter into the Seibel Agreements and breached the Seibel Agreements by failing
16 to disclose material facts regarding Mr. Seibel's wrongdoings, Caesars owes no current or future
17 obligations to Defendants.

18 8. Caesars therefore brings this action to obtain declarations that it properly terminated
19 its agreements with the Seibel-Affiliated Entities and does not owe any current or future obligations
20 to Defendants.

21 9. Additionally, during discovery in this litigation Caesars has uncovered evidence
22 demonstrating that Mr. Seibel, Mr. Green, and others were engaged in a scheme of commercial
23 bribery to obtain illegal kickbacks from Caesars' vendors.

24 10. In particular, Mr. Seibel received thousands of dollars from Caesars' vendors based
25 on total goods sold to Caesars without Caesars' knowledge. Upon information and believe, Mr.
26 Green, also received sums from Caesars' vendors based on total goods sold to Caesars without
27 Caesars' knowledge. Mr. Seibel and Mr. Green scheme was shrouded in secrecy and threats to
28 further their improper gains.

1 11. Accordingly, Caesars also brings claims of civil conspiracy, breach of the implied
2 covenant of good faith and fair dealing, unjust enrichment, and intentional interference with
3 contractual relations against Mr. Seibel and Mr. Green personally.

4 **PARTIES, JURISDICTION, AND VENUE**

5 12. Plaintiff Desert Palace, Inc. is a Nevada corporation that operates the Caesars Palace
6 casino. Desert Palace Inc.'s principal place of business is 3570 Las Vegas Boulevard South,
7 Las Vegas, Nevada 89109.

8 13. Plaintiff Paris Las Vegas Operating Co., LLC is a Nevada limited liability company
9 that operates the Paris Las Vegas Hotel and Casino. Paris Las Vegas Operating Co., LLC's principal
10 place of business is 3655 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

11 14. Plaintiff PHWLTV, LLC is a Nevada limited liability company that operates the
12 Planet Hollywood Las Vegas Resort and Casino. PHWLTV, LLC's principal place of business is
13 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

14 15. Plaintiff Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is a
15 Delaware limited liability company that operates the Caesars Atlantic City Hotel and Casino.
16 Caesars Atlantic City's principal place of business is 2100 Pacific Avenue, Atlantic City,
17 New Jersey 08401.

18 16. Defendant Rowen Seibel currently resides at 200 Central Park South, Unit 19E,
19 New York, New York 10019. Mr. Seibel regularly travels to and conducts business in Nevada, and
20 owns real estate in Nevada. Mr. Seibel also filed a lawsuit in the district court of Clark County,
21 Nevada, purportedly derivatively on behalf of GRB, that relates to certain of the issues set forth in
22 this Complaint and remains pending. Case No. A-17-751759-B.

23 17. Defendant Craig Green currently resides at 320 East 54th Street, Apartment 3A,
24 New York, New York 10022. Mr. Green regularly travels to and conducts business in Nevada. Mr.
25 Green has been the manager of Defendants TPOV, TPOV 16, LLTQ, LLTQ 16, FERG, FERG 16,
26 MOTI, and MOTI 16 since April 2016. Prior to April 2016, Mr. Green acted actively performed
27 services on behalf of the Seibel-Affiliated Entities.

1 18. Defendant Moti Partners, LLC is a New York limited liability company located at
2 200 Central Park South, New York, New York 10019. In March 2009, Caesars Palace and
3 MOTI Partners, LLC entered into a Development, Operation, and License Agreement
4 (the "MOTI Agreement"). The MOTI Agreement relates to the design, development, construction,
5 and operation of the Serendipity restaurant in Las Vegas. The negotiations of the MOTI Agreement
6 occurred primarily in Nevada. The MOTI Agreement also was signed by the parties in Nevada,
7 and Mr. Seibel signed the MOTI Agreement on behalf of MOTI. The MOTI Agreement further
8 provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall
9 govern the validity, construction, performance and effect of [the MOTI Agreement]." The
10 MOTI Agreement likewise required (i) MOTI to provide "Development Services" during meetings
11 that "shall take place primarily in Las Vegas;" (ii) MOTI to provide "Menu Development Services"
12 during meetings that "shall take place primarily in Las Vegas;" and (iii) Mr. Seibel to provide
13 "Marketing Consulting Services" during meetings that "shall take place primarily in Las Vegas."

14 19. Defendant Moti Partners 16, LLC is a Delaware limited liability company. In
15 April 2016, Mr. Seibel informed Caesars Palace that the MOTI Agreement would purportedly be
16 assigned to Moti Partners 16, LLC. Caesars Palace disputes the propriety of this assignment.

17 20. Defendant DNT Acquisition, LLC is a Delaware limited liability company located
18 at 200 Central Park South, 19th Floor, New York, New York 10019. In June 2011, Caesars Palace
19 and DNT entered into a Development, Operation, and License Agreement among
20 DNT Acquisition, LLC, The Original Homestead Restaurant, Inc., and Desert Palace, Inc.
21 ("DNT Agreement"). The DNT Agreement relates to the design, development, construction, and
22 operation of an Old Homestead restaurant in Las Vegas. The negotiations of the DNT Agreement
23 occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the
24 DNT Agreement on behalf of DNT. The DNT Agreement also provided that "[t]he laws of the
25 State of Nevada applicable to agreements made in that State shall govern the validity, construction,
26 performance, and effect of this Agreement." The DNT Agreement further required (i) DNT to
27 provide "Restaurant Development Services" that "shall take place in Las Vegas;" (ii) Mr. Seibel to
28

1 visit the restaurant one time each quarter for two consecutive nights; and (iii) Mr. Seibel to
2 participate in marketing consultations and meetings that "shall take place in Las Vegas."

3 21. Defendant TPOV Enterprises, LLC is a New York limited liability company located
4 at 200 Central Park South, New York, NY 10019. In November 2011, Paris and TPOV entered
5 into a Development and Operation Agreement between TPOV Enterprises, LLC and
6 Paris Las Vegas Operating Company, LLC ("TPOV Agreement"). The TPOV Agreement relates
7 to the design, development, construction, and operation of the Gordon Ramsay Steak restaurant in
8 Las Vegas. The negotiations of the TPOV Agreement occurred in Nevada and the agreement was
9 signed by the parties in Nevada. Mr. Seibel signed the TPOV Agreement on behalf of TPOV. The
10 TPOV Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements
11 made in that State shall govern the validity, construction, performance and effect of this
12 Agreement." The TPOV Agreement further required (i) TPOV to provide "Restaurant
13 Development Services" during meetings that "shall take place in Las Vegas, Nevada;"
14 (ii) Mr. Seibel to visit and attend the restaurant one time each quarter for five consecutive nights;
15 and (iii) Mr. Seibel to provide operational consulting and advice and attend meetings "with respect
16 to same [that] shall take place in Las Vegas, Nevada."

17 22. Defendant TPOV Enterprises 16, LLC is a Delaware limited liability company. In
18 April 2016, Mr. Seibel informed Paris that the TPOV Agreement would purportedly be assigned to
19 TPOV Enterprises 16, LLC. Paris disputes the propriety of this assignment.

20 23. Defendant LLTQ Enterprises, LLC is a Delaware limited liability company located
21 at 200 Central Park South, New York, New York 10019. In April 2012, Caesars Palace and LLTQ
22 entered into a Development and Operation Agreement between LLTQ Enterprises, LLC and
23 Desert Palace, Inc. ("LLTQ Agreement"). The LLTQ Agreement relates to the design,
24 development, construction, and operation of the Gordon Ramsay Pub restaurant in Las Vegas. The
25 negotiations of the LLTQ Agreement primarily occurred in Nevada and the agreement was signed
26 by the parties in Nevada. Mr. Seibel signed the LLTQ Agreement on behalf of LLTQ. The LLTQ
27 Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in
28 that State shall govern the validity, construction, performance and effect of this Agreement." The

1 LLTQ Agreement further required (i) LLTQ to provide "Restaurant Development Services" during
2 meetings that "shall take place in Las Vegas, Nevada;" (ii) Mr. Seibel to visit and attend the
3 restaurant one time each quarter for five consecutive nights; and (iii) Mr. Seibel to provide
4 operational consulting and advice and "meetings with respect to same [that] shall take place in
5 Las Vegas, Nevada."

6 24. Defendant LLTQ Enterprises 16, LLC is a Delaware limited liability company. In
7 April 2016, Mr. Seibel informed Caesars Palace that the LLTQ Agreement would purportedly be
8 assigned to LLTQ Enterprises 16, LLC. Caesars Palace disputes the propriety of this assignment.

9 25. Defendant GR Burgr, LLC is a Delaware limited liability company located at
10 200 Central Park South, 19th Floor, New York, New York 10019. In December 2012,
11 Planet Hollywood and GRB entered into a Development, Operation and License Agreement
12 Among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on behalf of
13 PHW Las Vegas, LLC DBA Planet Hollywood ("GRB Agreement"). The GRB Agreement relates
14 to the design, development, construction, and operation of the BURGR Gordon Ramsay restaurant
15 in Las Vegas. The negotiations of the GRB Agreement primarily occurred in Nevada and the
16 agreement was signed by the parties in Nevada. Mr. Seibel signed the GRB Agreement on behalf
17 of GRB. The GRB Agreement also provided that "[t]he laws of the State of Nevada applicable to
18 agreements made in that State shall govern the validity, construction, performance and effect of this
19 Agreement." The GRB Agreement further required GRB to provide "Restaurant Development
20 Services," and meetings with respect to same, that "shall take place in Las Vegas, Nevada." Caesars
21 is naming GRB as a defendant to the extent of Mr. Seibel's involvement with that entity.

22 26. Defendant FERG, LLC is a Delaware limited liability company located at
23 200 Central Park South, New York, New York 10019. In May 2014, CAC and FERG entered into
24 a Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation DBA Caesars
25 Atlantic City ("FERG Agreement"). The FERG Agreement relates to the design, development,
26 construction, and operation of the Gordon Ramsay Pub and Grill restaurant. The negotiations of
27 the FERG Agreement primarily occurred in Nevada and the agreement was signed by the parties in
28 Nevada. Mr. Seibel signed the FERG Agreement on behalf of FERG.

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

STATEMENT OF FACTS

A. The Business Relationship Between Caesars and Mr. Seibel.

(a) *The MOTI Agreement.*

29. Caesars' relationship with Mr. Seibel began in 2009 when the parties commenced negotiations for an agreement relating to the Serendipity 3 restaurant in Las Vegas. At the time, Mr. Seibel was a restaurateur responsible for the Serendipity restaurant in New York City and was looking to partner with Caesars on a similar concept at its Caesars Palace casino.

30. Caesars holds gaming licenses and therefore is subject to rigorous regulation in multiple jurisdictions. For example, one of those jurisdictions, Nevada, requires its licensees to police themselves and their affiliates to ensure unwavering compliance with gaming regulations. As part of its compliance program, Caesars conducts suitability investigations of potential vendors that meet certain criteria as outlined in its compliance program, and requires various disclosures by vendors meeting such criteria to ensure that the entities with which it does business are suitable. Thus, in connection with the initial discussions between the parties, Caesars required Mr. Seibel to complete a "Business Information Form." On that form, Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those representations (among other things), Caesars Palace and MOTI entered into the MOTI Agreement.

31. The MOTI Agreement also contained a number of representations relating to the conduct of the parties and their disclosure obligations.

32. As far as conduct, MOTI represented that "it shall conduct all of its obligations hereunder in accordance with the highest standards of honesty, integrity, quality and courtesy so as

1 to maintain and enhance the reputation and goodwill of Caesars, the Marks, the Hotel Casino, and
2 the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
3 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

4 33. With respect to disclosure, MOTI agreed that it would "provide to Caesars written
5 disclosure regarding MOTI and all of their respective key employees, agents, representatives,
6 management personnel, lenders, or any financial participants (collectively, the "Associated
7 Parties")" And, "[t]o the extent that any prior disclosure becomes inaccurate, MOTI shall,
8 within five (5) calendar days from that event, update the prior disclosure without Caesars making
9 any further request."

10 34. The prior written disclosures referenced in the MOTI Agreement included and were
11 intended to include the information that Mr. Seibel provided in the MOTI Business Information
12 Form. Accordingly, MOTI was obligated to update the Business Information Form in accordance
13 with the provisions in the MOTI Agreement.

14 35. The MOTI Agreement provided Caesars with the ability to terminate the
15 MOTI Agreement in its discretion if it determined that (i) MOTI was not complying with its
16 disclosure obligations or (ii) MOTI or an Associated Party was engaged in any activity or
17 relationship that jeopardized the privileged licenses held by Caesars. Specifically, the MOTI
18 Agreement stated:

19 If MOTI fails to satisfy or fails to cause the Associated Parties to satisfy [the
20 disclosure] requirement, if Caesars or any of Caesars' affiliates are directed to cease
21 business with MOTI or any Associated Party by the Gaming Authorities, or if Caesars
22 shall determine, in Caesars' sole and exclusive judgment, that MOTI or any
23 Associated Party is or may engage in any activity or relationship that could or does
24 jeopardize any of the privileged licenses held by Caesars or any Caesars' Affiliate,
25 then (a) MOTI shall terminate any relationship with the Associated Party who is the
26 source of such issue, (b) MOTI shall cease the activity or relationship creating the
27 issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such activity or
28 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, terminate this
Agreement and its relationship with MOTI. In the event MOTI does not comply with
any of the foregoing, such noncompliance may be deemed, in Caesars' sole
discretion, as a default hereunder. MOTI further acknowledges that Caesars shall
have the absolute right, without any obligation [to initiate arbitration], to terminate
this Agreement in the event any Gaming Authority require Caesars to do so.

1 36. Finally, MOTI represented that, "[a]s of the Effective date [of the agreement], no
2 representation or warranty made herein by [MOTI] contains any untrue statement of a material fact,
3 or omits to state a material fact necessary to make such statements not misleading."

4 37. Significantly, the disclosure obligations under the MOTI Agreement were not
5 limited to the corporate entity MOTI. Instead, MOTI's obligations—both with respect to conduct
6 and disclosure—applied to "Associated Parties" of MOTI, which included all of MOTI's key
7 employees, agents, representatives, and financial participants. As the member-manager of MOTI
8 and the individual who signed the MOTI Agreement, Mr. Seibel was an "Associated Party" of
9 MOTI. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest standards
10 of honesty, integrity, quality, and courtesy. And MOTI had an ongoing obligation to disclose any
11 information regarding Mr. Seibel that jeopardized any of the privileged licenses held by Caesars.

12 38. The initial disclosures that MOTI and Mr. Seibel provided were false when made.
13 And, despite the obligations set out in the MOTI Agreement, neither Mr. Seibel nor MOTI ever
14 provided Caesars with an updated Business Information Form or any other supplemental disclosure.
15 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
16 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

17 39. Over the next five years, Caesars and Mr. Seibel entered into five more agreements
18 with entities owned and managed by Mr. Seibel. With respect to each of these agreements, Caesars
19 relied upon the MOTI Business Information Form and the ongoing obligations of MOTI and
20 Mr. Seibel to update that disclosure when and if necessary.

21 **(b) The DNT Agreement.**

22 40. Like the MOTI Agreement, the DNT Agreement related to Caesars' efforts to
23 introduce a New York City restaurant—Old Homestead—at its Caesars Palace property. Unlike
24 the MOTI Agreement, however, the DNT Agreement involved a third-party unrelated to Mr. Seibel
25 (The Original Homestead Restaurant, Inc.; collectively, with DNT, the "DNT Parties"). As part of
26 the DNT Agreement, the Old Homestead Restaurant, Inc. licensed its intellectual property to
27 Caesars Palace (the "Old Homestead Marks").
28

1 41. In connection with the discussions between DNT and Caesars Palace, Caesars
2 required Mr. Seibel to complete another "Business Information Form" in 2011. On that form,
3 Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was
4 nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those
5 representations (among other things), Caesars Palace and DNT entered into the DNT Agreement.

6 42. The DNT Agreement contained a number of representations relating to the conduct
7 of the parties and their disclosure obligations.

8 43. First, the DNT Parties represented in the DNT Agreement that "they shall, and they
9 shall cause their Affiliates to, conduct themselves in accordance with the highest standards of
10 honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill
11 of Caesars, the Old Homestead Marks, the Old Homestead Materials, the Old Homestead System,
12 the Caesars Palace and the Restaurant and at all times in keeping with and not inconsistent with or
13 detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive,
14 first-class restaurant." The DNT Parties further agreed that they would "use commercially
15 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
16 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
17 standards are consistently maintained by all of them." Finally, the DNT Agreement provided that
18 "[a]ny failure by the DNT Parties, their affiliates or any of their respective agents, employees,
19 servants, contractors or licensees to maintain the standards described [above] shall, in addition to
20 any other rights or remedies Caesars may have, give Caesars the right to terminate [the DNT
21 Agreement] in its sole and absolute discretion."

22 44. Second, the DNT Parties agreed that they would "provide to Caesars written
23 disclosure regarding the DNT Associates . . .," which included Mr. Seibel. And, "[t]o the extent
24 that any prior disclosure becomes inaccurate, the DNT Parties shall, within ten (10) calendar days
25 from the event, update the prior disclosure without Caesars making any further request."

26 45. The DNT Agreement provided Caesars with the ability to terminate the DNT
27 Agreement in its discretion if it determined that (i) DNT was not complying with its disclosure
28

obligations, or (ii) DNT or an Associated Party was an "Unsuitable Person." Specifically, the DNT Agreement provided:

If any DNT Associate fails to satisfy or [sic] such requirement, if Caesars or any of Caesars' affiliates are directed to cease business with any DNT Associate by any Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive judgment, that any DNT Associate is an Unsuitable Person, whether as a result of DNT Change of Control or otherwise, then, immediately following notice by Caesars to DNT, (a) the DNT Parties shall terminate any relationship with the Person who is the source of such issue, (b) the DNT Parties shall cease the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' 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 this Agreement and its relationship with the DNT Parties. The DNT Parties further acknowledges [sic] that Caesars shall have the absolute right to terminate this Agreement in the event any Gaming Authority requires Caesars or one of its Affiliates to do so. Any termination by Caesars pursuant to this [section] shall not be subject to dispute by the DNT Parties and shall not be the subject of any [arbitration proceeding].

46. Under the DNT Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Caesars 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 Caesars 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, (b) whose association or relationship with Caesars 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 Caesars or its Affiliates are subject, (c) 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 Affiliates, or (d) 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 Caesars or any of its Affiliates is licensed, registered, qualified or found suitable, and such Person is not or does not remain so licensed, registered, qualified or found suitable.

47. Finally, DNT represented that, "[a]s of the Effective date [of the agreement], no representation or warranty made herein by [DNT] contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading."

48. As with the MOTI Agreement, the disclosure obligations under the DNT Agreement were not limited to the corporate entity DNT. Instead, DNT's obligations—both with respect to conduct and disclosure—applied to "DNT Associates," which included persons controlling DNT. Mr. Seibel, as the member-manager of DNT and the individual who signed the DNT Agreement, was a "DNT Associate." Thus, Mr. Seibel had an ongoing obligation to conduct himself with the

1 highest standards of honesty, integrity, quality, and courtesy. And DNT had an ongoing obligation
2 to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

3 49. The initial disclosures that DNT and Mr. Seibel provided were false when made.
4 And, despite the obligations set out in the DNT Agreement, neither Mr. Seibel nor DNT ever
5 provided Caesars with an updated Business Information Form or any other supplemental disclosure.
6 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
7 investigation by the IRS, his guilty plea, his conviction, or his incarceration.

8 (c) *The TPOV Agreement.*

9 50. The TPOV Agreement related to Paris' plans to partner with celebrity chef Gordon
10 Ramsay to design and develop a restaurant in the Paris casino known as "Gordon Ramsay Steak."
11 The TPOV Agreement set forth the obligations of TPOV and Mr. Seibel to assist with the design,
12 development, construction, and operation of Gordon Ramsay Steak.

13 51. The TPOV Agreement contained a number of representations relating to the conduct
14 of the parties and their disclosure obligations.

15 52. First, TPOV represented that "it shall and it shall cause its Affiliates to conduct
16 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
17 as to maintain and enhance the reputation and goodwill of Paris, the Paris Las Vegas and the
18 Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation
19 of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." TPOV
20 further agreed that it would "use commercially reasonable efforts to continuously monitor the
21 performance of each of its and its Affiliates' respective agents, employees, servants, contractors and
22 licensees and shall ensure the foregoing standards are consistently maintained by all of them."

23 53. Second, TPOV agreed that it would "provide to Paris written disclosure regarding
24 the TPOV Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior
25 disclosure becomes inaccurate, TPOV shall, within ten (10) calendar days from the event, update
26 the prior disclosure without Paris making any further request."

27 54. The TPOV Agreement provided Paris with the ability to terminate the TPOV
28 Agreement in its discretion if it determined that (i) TPOV was not complying with its disclosure

obligations, or (ii) TPOV or an Associated Party was an "Unsuitable Person." Specifically, the TPOV Agreement provided:

If any TPOV Associate fails to satisfy or [sic] such requirement, if Paris or any of Paris' Affiliates are directed to cease business with any TPOV Associate by any Gaming Authority, or if Paris shall determine, in Paris' sole and exclusive judgment, that any TPOV Associate is an Unsuitable Person, whether as a result of a TPOV Change of Control or otherwise, then (a) TPOV shall terminate any relationship with the Person who is the source of such issue, (b) TPOV shall cease the activity or relationship creating the issue to Paris' satisfaction, in Paris' 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 Paris in its sole discretion, Paris shall, without prejudice to any other rights or remedies of Paris including at law or in equity, have the right to terminate this Agreement and its relationship with TPOV. TPOV further acknowledges that Paris shall have the right to terminate this Agreement in the event any Gaming Authority requires Paris or one of its Affiliates to do so. Any termination by Paris pursuant to this [section] shall not be subject to dispute by TPOV and shall not be the subject of any proceeding [in arbitration].

55. Under the TPOV Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Paris 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 Paris 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, (b) whose association or relationship with Paris 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 Paris or its Affiliates are subject, (c) who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of Paris or its Affiliates, or (d) 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 Paris or any of its Affiliates is licensed, registered, qualified or found suitable, and such Person is not or does not remain so licensed, registered, qualified or found suitable.

56. Finally, TPOV represented that, "[a]s of the Effective date [of the agreement], no representation or warranty made herein by [TPOV] contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading."

57. The disclosure and conduct obligations under the TPOV Agreement were not limited to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates included its directors, employees, and representatives. Mr. Seibel, as the member-manager of

1 TPOV and the individual who signed the TPOV Agreement, was both a TPOV Affiliate and TPOV
2 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
3 standards of honesty, integrity, quality, and courtesy. And TPOV had an ongoing obligation to
4 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

5 58. Because Mr. Seibel was specifically included as a TPOV Associate, Paris relied
6 upon his previous representations in the MOTI and DNT Business Information Forms that he had
7 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
8 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
9 Information Forms constituted prior written disclosures referenced in the TPOV Agreement that
10 needed to be updated to the extent they were no longer accurate.

11 59. The initial disclosures that TPOV provided were false when made. And, despite the
12 obligations set out in the TPOV Agreement, neither Mr. Seibel nor TPOV ever provided Caesars
13 with an updated Business Information Form or any other supplemental disclosure. Nor did TPOV
14 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
15 by the IRS, his guilty plea, his felony conviction, or his incarceration.

16 (d) *The LLTQ Agreement.*

17 60. The LLTQ Agreement related to Caesars Palace's plans to partner with celebrity chef
18 Gordon Ramsay to license intellectual property that would be used in connection with a restaurant
19 in the Caesars Palace casino known as the Gordon Ramsay Pub. The LLTQ Agreement set forth
20 the obligations of LLTQ and Mr. Seibel to assist with the design, development, construction, and
21 operation of the Gordon Ramsay Pub.

22 61. The LLTQ Agreement contained a number of representations relating to the conduct
23 of the parties and their disclosure obligations.

24 62. First, LLTQ represented that "it shall and it shall cause its Affiliates to conduct
25 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
26 as to maintain and enhance the reputation and goodwill of Caesars, the Caesars Palace Las Vegas
27 and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
28 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

1 LLTQ further agreed that it would "use commercially reasonable efforts to continuously monitor
2 the performance of each of its and its Affiliates' respective agents, employees, servants, contractors
3 and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

4 63. Second, LLTQ agreed that it would "provide to Caesars written disclosure regarding
5 the LLTQ Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior
6 disclosure becomes inaccurate, LLTQ shall, within ten (10) calendar days from the event, update
7 the prior disclosure without Caesars making any further request."

8 64. The LLTQ Agreement provided Caesars Palace with the ability to terminate the
9 LLTQ Agreement in its discretion if it determined that (i) LLTQ was not complying with its
10 disclosure obligations or (ii) LLTQ or an Associated Party was an "Unsuitable Person."
11 Specifically, the LLTQ Agreement provided:

12 If any LLTQ Associate fails to satisfy or [sic] such requirement, if Caesars or any of
13 Caesars' Affiliates are directed to cease business with any LLTQ Associate by any
14 Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive
15 judgment, that any LLTQ Associate is an Unsuitable Person, whether as a result of a
16 LLTQ Change of Control or otherwise, then (a) LLTQ shall terminate any
17 relationship with the Person who is the source of such issue, (b) LLTQ shall cease
18 the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' sole
19 judgment, or (c) if such activity or relationship is not subject to cure as set forth in
20 the foregoing clauses (a) and (b), as determined by Caesars in its sole discretion,
21 Caesars shall, without prejudice to any other rights or remedies of Caesars including
22 at law or in equity, have the right to terminate this Agreement and its relationship
23 with LLTQ. LLTQ further acknowledges that Caesars shall have the right to
24 terminate this Agreement in the event any Gaming Authority requires Caesars or one
25 of its Affiliates to do so. Any termination by Caesars pursuant to this [section] shall
26 not be subject to dispute by LLTQ and shall not be the subject of any proceeding [in
27 arbitration].

21 65. Under the LLTQ Agreement, an "Unsuitable Person" was defined as follows:

22 Any Person (a) whose association with Caesars or its Affiliates could be anticipated
23 to result in a disciplinary action relating to, or the loss of, inability to reinstate or
24 failure to obtain, any registration, application or license or any other rights or
25 entitlements held or required to be held by Caesars or any of its Affiliates under any
26 United States, state, local or foreign laws, rules or regulations relating to gaming or
27 the sale of alcohol, (b) whose association or relationship with Caesars or its Affiliates
28 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 Caesars or its Affiliates
are subject, (c) 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 Affiliates,
or (d) 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 Caesars or any of its Affiliates is licensed, registered,

1 qualified or found suitable, and such Person is not or does not remain so licensed,
2 registered, qualified or found suitable.

3 66. Finally, LLTQ represented that, "[a]s of the Effective date [of the agreement], no
4 representation or warranty made herein by [LLTQ] contains any untrue statement of a material fact,
5 or omits to state a material fact necessary to make such statements not misleading."

6 67. The disclosure and conduct obligations under the LLTQ Agreement were not limited
7 to the corporate entity LLTQ. Instead, LLTQ's obligations—both with respect to conduct and
8 disclosure—included LLTQ's "Associates" and "Affiliates." LLTQ's Affiliates included persons
9 controlling LLTQ. The LLTQ Agreement specifically stated that "with respect to LLTQ, the term
10 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." LLTQ's Associates
11 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
12 LLTQ and the individual who signed the LLTQ Agreement, was both an LLTQ Affiliate and
13 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
14 standards of honesty, integrity, quality, and courtesy. And LLTQ had an ongoing obligation to
15 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

16 68. Because Mr. Seibel was specifically included as an LLTQ Associate, Caesars relied
17 upon his previous representations in the MOTI and DNT Business Information Forms that he had
18 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
19 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
20 Information Forms constituted the prior written disclosures referenced in the LLTQ Agreement.

21 69. The initial disclosures that LLTQ provided were false when made. And, despite the
22 obligations set out in the LLTQ Agreement, neither Mr. Seibel nor LLTQ ever provided Caesars
23 with an updated Business Information Form or any other supplemental disclosure. Nor did LLTQ
24 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
25 by the IRS, his guilty plea, his felony conviction, or his incarceration.

26 70. In addition, Section 13.22 of the LLTQ Agreement ("Section 13.22") contains the
27 following provision:

28 If Caesars elects under this Agreement to pursue any venture similar to (i) the
Restaurant (i.e., any venture generally in the nature of a pub, bar, café or tavern) or

(ii) the "Restaurant" as defined in the [TPOV Agreement] (i.e., any venture generally in the nature of a steak restaurant, fine dining steakhouse or chop house), Caesars and LLTQ shall, or shall cause an Affiliate to, execute a development and operation agreement on the same terms and conditions as this Agreement, subject only to revisions proposed by Caesars or its Affiliate as are necessary to reflect the difference in location between the Restaurant and such other venture (including, for the avoidance of doubt, the Baseline Amount, permitted Operating Expenses and necessary Project Costs).

71. Caesars has taken the position that this provision, which has been characterized as a restrictive covenant, is unenforceable as a matter of law because (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable Persons; and (c) Section 13.22 is vague, ambiguous, indefinite, and overly broad. In contrast, LLTQ has asserted that it is enforceable and should apply to any future ventures in any location between Caesars and Gordon Ramsay.

(e) The GR Burgr Agreement.

72. The GRB Agreement related to Planet Hollywood's plans to design, develop, and operate a restaurant in the Planet Hollywood casino known as "BURGR Gordon Ramsay." As such, the GRB Agreement set forth the obligations of GRB to license certain intellectual property to Planet Hollywood and assist with the design, development, construction, and operation of the BURGR Gordon Ramsay Restaurant.

73. The GRB Agreement contained a number of representations relating to the conduct of the parties and their disclosure obligations.

74. First, GRB represented that "it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of PH, the GRB Marks, PH and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." GRB further agreed that it would "use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them. Any

1 failure by GRB or any of its respective Affiliates or any of their respective agents, employees,
2 servants, contractors or licensees to maintain the standards described in this [section] shall, in
3 addition to any other rights or remedies PH have, give PH the right to terminate this Agreement . . .
4 in its sole and absolute discretion."

5 75. Second, GRB further agreed that it would "provide or cause to be provided to PH
6 written disclosure regarding its GR Associates . . .," which included Mr. Seibel. And, "[t]o the
7 extent that any prior disclosure becomes inaccurate, GRB shall, within ten (10) calendar days from
8 the event, update the prior disclosure without PH making any further request."

9 76. The GRB Agreement provided Planet Hollywood with the ability to terminate the
10 GRB Agreement in its discretion if it determined that (i) GRB was not complying with its disclosure
11 obligations, or (ii) GRB or an Associated Party was an "Unsuitable Person." Specifically, the GRB
12 Agreement provided:

13 If any GRB Associate fails to satisfy any such requirement, if PH or any of PH's
14 Affiliates are directed to cease business with any GRB Associate by any Gaming
15 Authority, or if PH shall determine, in PH's sole and exclusive judgment, that any
16 GRB Associate is an Unsuitable Person, then immediately following notice by PH to
17 Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any
18 relationship with the Person who is the source of such issue, (b) Gordon Ramsay
19 and/or GRB shall cease the activity or relationship creating the issue to PH's
20 satisfaction, in PH's sole judgment, or (c) if such activity or relationship is not subject
21 to cure as set forth in the foregoing clauses (a) and (b), as determined by PH in its
22 sole discretion, PH shall, without prejudice to any other rights or remedies of Caesars
23 including at law or in equity, have the right to terminate this Agreement and its
24 relationship with Gordon Ramsay and GRB. Each of Gordon Ramsay and GRB
25 further acknowledges that PH shall have the absolute right to terminate this
26 Agreement in the event any Gaming Authority requires PH or one of its Affiliates to
27 do so. Any termination by PH pursuant to this [section] shall not be subject to dispute
28 by Gordon Ramsay or GRB and shall not be the subject of any proceeding [in
arbitration].

22 77. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

23 Any Person (a) whose association with PH or its Affiliates could be anticipated to
24 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
25 to obtain, any registration, application or license or any other rights or entitlements
26 held or required to be held by PH or any of its Affiliates under any United States,
27 state, local or foreign laws, rules or regulations relating to gaming or the sale of
28 alcohol, (b) whose association or relationship with PH 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 PH or its Affiliates are
subject, (c) who is or might be engaged or about to be engaged in any activity which
could adversely impact the business or reputation of PH or its Affiliates, or (d) 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

1 of alcohol under which PH or any of its Affiliates is licensed, registered, qualified or
2 found suitable, and such Person is not or does not remain so licensed, registered,
qualified or found suitable.

3 78. Finally, GRB represented that, "[a]s of the Effective date [of the agreement], no
4 representation or warranty made herein by [GRB] contains any untrue statement of a material fact,
5 or omits to state a material fact necessary to make such statements not misleading."

6 79. The disclosure and conduct obligations under the GRB Agreement were not limited
7 to the corporate entity GRB. Instead, GRB's obligations—both with respect to conduct and
8 disclosure—included GRB's "Associates" and "Affiliates." GRB's Affiliates included persons
9 controlling GRB and GRB's Associates included its directors, employees, and representatives.
10 Mr. Seibel, as the member-manager of GRB and the individual who signed the GRB Agreement,
11 was both a GRB Affiliate and Associate. Thus, Mr. Seibel had an ongoing obligation to conduct
12 himself with the highest standards of honesty, integrity, quality, and courtesy. And GRB had an
13 ongoing obligation to disclose any information regarding Mr. Seibel that would render him an
14 Unsuitable Person.

15 80. Because Mr. Seibel was specifically included as a GRB Associate, Caesars relied
16 upon his previous representations in the MOTI and DNT Business Information Forms that he had
17 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
18 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
19 Information Forms constituted the prior written disclosures referenced in the GRB Agreement.

20 81. The initial disclosures that GRB provided were false when made. And, despite the
21 obligations set out in the GRB Agreement, neither Mr. Seibel nor GRB ever provided Caesars with
22 an updated Business Information Form or any other supplemental disclosure. Nor did GRB
23 otherwise provide updated disclosures regarding Mr. Seibel's illegal activities, his criminal
24 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

25 *(f) The FERG Agreement*

26 82. As with the LLTQ Agreement, the FERG Agreement related to CAC's plans to
27 partner with Mr. Ramsay to license intellectual property that would be used in connection with a
28 restaurant in the CAC casino known as "Gordon Ramsay Pub and Grill." The FERG Agreement

1 set forth the obligations of FERG and Mr. Seibel to assist with the design, development,
2 construction, and operation of the Gordon Ramsay Pub and Grill.

3 83. The FERG Agreement contained a number of representations relating to the conduct
4 of the parties and their disclosure obligations.

5 84. First, FERG represented in the FERG Agreement that "it shall and it shall cause its
6 Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity,
7 quality and courtesy so as to maintain and enhance the reputation and goodwill of the CAC Marks
8 and materials, the GR Marks, CAC, and the Restaurant and at all times in keeping with and not
9 inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino
10 and an exclusive, first-class restaurant." FERG further agreed that it would "use commercially
11 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
12 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
13 standards are consistently maintained by all of them."

14 85. Second, FERG agreed that it would "provide to CAC written disclosure regarding
15 the FERG Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior
16 disclosure becomes inaccurate, FERG shall, within ten (10) calendar days from the event, update
17 the prior disclosure without CAC making any further request."

18 86. The FERG Agreement provided CAC with the ability to terminate the
19 FERG Agreement in its discretion if it determined that (i) FERG was not complying with its
20 disclosure obligations, or (ii) FERG or an Associated Party was an "Unsuitable Person."
21 Specifically, the FERG Agreement provided:

22 If any FERG Associate fails to satisfy or [sic] such requirement, if CAC or any of
23 CAC's Affiliates are directed to cease business with any FERG Associate by any
24 Gaming Authority, or if CAC shall determine, in CAC's sole and exclusive judgment,
25 that any FERG Associate is an Unsuitable Person, whether as a result of a FERG
26 Change of Control or otherwise, then (a) FERG shall terminate any relationship with
27 the Person who is the source of such issue, (b) FERG shall cease the activity or
28 relationship creating the issue to CAC's satisfaction, in CAC'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 CAC in its sole discretion, CAC shall, without prejudice
to any other rights or remedies of CAC including at law or in equity, have the right
to terminate this Agreement and its relationship with FERG. FERG further
acknowledges that CAC shall have the right to terminate this Agreement in the event
any Gaming Authority requires CAC or one of its Affiliates to do so. Any

1 termination by CAC pursuant to this [section] shall not be subject to dispute by FERG
2 and shall not be the subject of any proceeding [in arbitration].

3 87. Under the FERG Agreement, an "Unsuitable Person" was defined as follows:

4 Any Person (a) whose association with CAC or its Affiliates could be anticipated to
5 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
6 to obtain, any registration, application or license or any other rights or entitlements
7 held or required to be held by CAC or any of its Affiliates under any United States,
8 state, local or foreign laws, rules or regulations relating to gaming or the sale of
9 alcohol, (b) whose association or relationship with CAC or its Affiliates could be
10 anticipated to violate any United States, state, local or foreign laws, rules or
11 regulations relating to gaming or the sale of alcohol to which CAC or its Affiliates
are subject, (c) who is or might be engaged or about to be engaged in any activity
which could adversely impact the business or reputation of CAC or its Affiliates, or
(d) 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 CAC or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

12 88. Finally, FERG represented that, "[a]s of the Effective date [of the agreement], no
13 representation or warranty made herein by [FERG] contains any untrue statement of a material fact,
14 or omits to state a material fact necessary to make such statements not misleading."

15 89. The disclosure and conduct obligations under the FERG Agreement were not limited
16 to the corporate entity FERG. Instead, FERG's obligations—both with respect to conduct and
17 disclosure—included FERG's "Associates" and "Affiliates." FERG's Affiliates included persons
18 controlling FERG. The FERG Agreement specifically stated that "with respect to FERG, the term
19 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." FERG's Associates
20 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
21 FERG and the individual who signed the FERG Agreement, was both a FERG Affiliate and
22 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
23 standards of honesty, integrity, quality, and courtesy. And FERG had an ongoing obligation to
24 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

25 90. Because Mr. Seibel was specifically included as a FERG Associate, Caesars relied
26 upon his previous representations in the MOTI and DNT Business Information Forms that he had
27 not been a party to a felony in the last ten years and there was nothing in his past that would prevent
28

1 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
2 Information Forms constituted the prior written disclosures referenced in the FERG Agreement.

3 91. The initial disclosures that FERG provided were false when made. And, despite the
4 obligations set out in the FERG Agreement, neither Mr. Seibel nor FERG ever provided Caesars
5 with an updated Business Information Form or any other supplemental disclosure. Nor did FERG
6 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
7 by the IRS, his guilty plea, his felony conviction, or his incarceration.

8 92. In addition, Section 4.1 of the FERG Agreement ("Section 4.1") states: "In the event
9 a new agreement is executed between CAC and/or its Affiliate and Gordon Ramsay and/or his
10 Affiliate relative to the Restaurant or Restaurant Premises, this Agreement shall be in effect and
11 binding on the parties during the term hereof."

12 93. Caesars contends that this provision, which has been characterized as a restrictive
13 covenant, is unenforceable as a matter of law because (a) the FERG Agreement was properly
14 terminated; (b) Caesars is prohibited from entering into a business relationship with FERG or
15 Mr. Seibel given that FERG and Mr. Seibel are Unsuitable Persons; and (c) Section 4.1 is vague,
16 ambiguous, indefinite, and overly broad. In contrast, FERG has asserted that this provision is
17 enforceable and should apply to any future ventures between CAC and Gordon Ramsay.

18 **B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities Rendered Him**
19 **Unsuitable Under the Seibel Agreements.**

20 94. Approximately five years before completing the MOTI Business Information Form
21 and entering into the MOTI Agreement, Mr. Seibel was engaged in activities of the type that would
22 have rendered him unsuitable under the Seibel Agreements. And, despite his obligations to do so,
23 Mr. Seibel and the Seibel-Affiliated Entities never disclosed Mr. Seibel's illegal activities to
24 Caesars.

25 (a) *Mr. Seibel set up numbered UBS accounts in Switzerland and concealed*
26 *them from the United States government.*

27 95. From approximately March 3, 2004 through 2008, Mr. Seibel maintained an account
28 at Union Bank of Switzerland ("UBS").

1 96. In 2004, Mr. Seibel and his mother traveled to UBS' offices in Switzerland. While
2 in Switzerland, Mr. Seibel opened and became the beneficiary and account holder of a UBS bank
3 account that was not titled in his own name. Instead, the account was identified in internal bank
4 records with the phrase "CQUE" and a unique account number (the "Numbered UBS Account").

5 97. At the same time, Mr. Seibel executed a UBS Telefax Agreement that allowed him
6 to have regular communication with UBS via facsimile. Mr. Seibel also executed forms
7 acknowledging that he was a United States citizen subject to United States taxation, and that he was
8 the beneficial owner of the assets and income associated with the Numbered UBS Account.

9 98. In exchange for the payment of an additional fee to UBS, Mr. Seibel authorized and
10 directed UBS to retain all account correspondence so that no bank statements or other
11 correspondence related to the Numbered UBS Account would be mailed to him in the United States.

12 99. Mr. Seibel caused his Numbered UBS Account to be opened in 2004 with a
13 \$25,000 cash deposit made by his mother. Between 2004 and 2005, Mr. Seibel's mother deposited
14 cash and checks totaling approximately \$1,000,000 into Mr. Seibel's account, bringing to
15 \$1,011,279 the total deposits made into Mr. Seibel's Numbered UBS Account.

16 100. UBS bank records demonstrate that Mr. Seibel and not his mother was the individual
17 who actively monitored and approved the selection and investment of the assets maintained in the
18 Numbered UBS Account. Mr. Seibel's trading in the account resulted in a substantial amount of
19 income in the form of capital gains, dividends, and interest. By 2008, the account had a balance of
20 approximately \$1,300,200.

21 ***(b) In 2008, Mr. Seibel closed his UBS account and opened a new account.***

22 101. On or about May 30, 2008, Mr. Seibel traveled back to Switzerland and informed
23 UBS personnel that he wanted to close his Numbered UBS Account. Mr. Seibel explained he was
24 concerned about the existence of the account given recent press reports. Those press reports had
25 revealed various investigations commenced by United States law enforcement of UBS's role in
26 helping United States citizens evade federal income taxes by, among other things, using undeclared
27 foreign bank accounts at UBS.

28

1 102. In late May 2008, Mr. Seibel traveled to Switzerland to close out his Numbered UBS
2 Account. Prior to doing so, he created a Panamanian shell company called Mirza International
3 ("Mirza"). Mr. Seibel was the beneficial owner of the shell company. In addition, Mr. Seibel
4 opened another offshore account at a different Swiss bank, Banque J. Safra. This time, however,
5 he opened the account in the name of the newly created Mirza International instead of his own
6 name.

7 (c) ***Mr. Seibel filed incomplete and inaccurate tax returns.***

8 103. On or about October 10, 2008, Mr. Seibel filed with the IRS a Form 1040 for
9 calendar year 2007. United States citizens and residents are obligated, on their Form 1040, to report
10 their income from any source, regardless of whether the source is inside or outside the United States.
11 Taxpayers who have a financial interest in, or signature authority over, a financial account in a
12 foreign country over a threshold amount also are required to file with the IRS a Report of Foreign
13 Bank and Financial Accounts, Form TD F 90-22.1 ("FBAR").

14 104. On his return, which Mr. Seibel signed under penalty of perjury, he omitted reporting
15 any dividend, interest, and other income received by him in one or more bank, securities, and other
16 financial accounts at UBS. Mr. Seibel also failed to report on Schedule B of his 2007 Form 1040
17 that he had an interest in or a signature authority over a financial account in a foreign country.
18 Moreover, because of his authority over the Numbered UBS Account, Mr. Seibel was required to
19 file a FBAR for calendar year 2007. He failed to do so.

20 105. On or about April 15, 2009, Mr. Seibel submitted his IRS Form 1040 for calendar
21 year 2008. On that return, Mr. Seibel omitted the dividend, interest, and other income received by
22 him in one or more bank, securities, and other financial accounts at UBS. Moreover, Mr. Seibel
23 falsely claimed that he did not have an interest in or signature authority or control over a financial
24 account in a foreign country. In addition, because of his authority over the Numbered UBS
25 Account, Mr. Seibel was required to file a FBAR for calendar year 2008. He failed to do so.

26 (d) ***Mr. Seibel provided false application to voluntary disclosure program.***

27 106. In March 2009, the IRS began the Voluntary Disclosure Program to provide an
28 opportunity for U.S. taxpayers, not already under investigation by the IRS, to avoid criminal

1 prosecution by disclosing their previously undeclared offshore accounts and paying tax and
2 penalties on the income earned in those accounts.

3 107. On or about October 15, 2009, Mr. Seibel signed and caused to be submitted to the
4 IRS an application to the Voluntary Disclosure Program (the "Application"). The Application,
5 drafted by Mr. Seibel's mother's attorney, stated that Mr. Seibel had been unaware, during the years
6 2004 and 2005, that his mother had made deposits into the Numbered UBS Account for Mr. Seibel's
7 benefit. It also stated Mr. Seibel had been unaware, until he made inquiries of UBS in 2009, of the
8 status of his account at UBS and had in fact over time reached "the conclusion that deposits [into
9 his Numbered UBS Account] had been stolen or otherwise disappeared."

10 108. These statements were false. As set forth above, Mr. Seibel was (i) at all times
11 knowledgeable about the Numbered UBS Account and had taken a role in the oversight of, and
12 transactions in, that account, and (ii) was aware as to the disposition of the funds from that account,
13 as Mr. Seibel traveled to Switzerland the year before to effect the closing of the Numbered UBS
14 Account and transfer of its funds into another foreign bank account at a different Swiss bank. Thus,
15 when Mr. Seibel signed and submitted the Application, he was lying to the United States
16 government.

17 109. At some point, the United States government began to investigate Mr. Seibel for his
18 criminal activities. On April 18, 2016, the United States Attorney filed an information charging
19 Mr. Seibel with corrupt endeavor to obstruct and impede the due administration of the Internal
20 Revenue Laws, 26 U.S.C. § 7212(a). That same day, Mr. Seibel pleaded guilty to one count of a
21 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws,
22 26 U.S.C. § 7212, a Class E Felony. Mr. Seibel stated that he was "pleading guilty because [he
23 was] in fact guilty," and admitted that on his IRS Form 1040 for the year 2008, he "corruptly
24 answer[ed] the question 'no' when [he] knew that answer was incorrect." Mr. Seibel's guilty plea
25 was the result of criminal conduct that began prior to Caesars entering into the Seibel Agreements.

26 110. On August 19, 2016, Mr. Seibel appeared at his sentencing hearing where he was
27 sentenced to 30 days in prison, six months of home confinement, and 300 hours of community
28 service.

111. Mr. Seibel, however, did not notify Caesars of his guilty plea. But he certainly understood that it would result in the termination of his relationship with Caesars. In an attempt to avoid these consequences of his impending felony conviction, Mr. Seibel informed Caesars on April 8, 2016—ten days before entering his guilty plea—that he was (i) transferring all of the membership interests of the Seibel-Affiliated Entities that he previously owned to two individuals that would be trustees of a trust he had created; (ii) naming other individuals as the managers of the Seibel-Affiliated Entities; (iii) assigning the agreements to new entities that had been created (*i.e.*, LLTQ 16, FERG Enterprises 16, TPOV 16, and MOTI Partners 16, LLC); and (iv) delegating all of his duties under the LLTQ, FERG, TPOV, and MOTI Agreements to J. Jeffrey Frederick ("Mr. Frederick"). Mr. Seibel did not disclose that he decided to perform these purported assignments, transfers, and delegations because of his impending felony conviction. Mr. Seibel also transferred the interests and duties relating to the Seibel-Affiliated Entities to his family and close friends—like Mr. Frederick—and thus remained associated with the Seibel-Affiliated Entities.

C. **Caesars Exercises Its Sole Discretion to Terminate the Agreements with the Seibel-Affiliated Entities.**

112. Despite the obligations of Mr. Seibel and the Seibel-Affiliated Entities to inform Caesars of Mr. Seibel's felony conviction and update the relevant disclosures, they never did so. Instead, Caesars only learned of Mr. Seibel's felony conviction from press reports in August 2016. When Caesars became aware of Mr. Seibel's felony conviction, it promptly terminated all of its agreements with the Seibel-Affiliated Entities.

(a) ***Termination of the MOTI Agreement.***

113. On September 2, 2016, counsel for Caesars Palace sent MOTI a letter terminating the MOTI Agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 9.2 of the Agreement, MOTI has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 9.2 provides that if Caesars determines, in its sole and absolute judgment, that (a) any MOTI Associate is an Unsuitable Person and (b) such relationship is not subject to cure, Caesars shall have the right to terminate the Agreement.

1 Caesars is aware that Rowen Seibel, who is a MOTI Associate under the Agreement,
2 has recently pleaded guilty to a one-count criminal information charging him with
3 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.

4
5 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
6 relationship to MOTI are not capable of being cured. Accordingly, Caesars is
exercising its rights under Section 9.2 of the Agreement and is terminating the
Agreement effective immediately.

7 **(b) Termination of the DNT Agreement.**

8 114. On September 2, 2016, counsel for Caesars Palace sent DNT a letter terminating the
9 DNT agreement. Caesars explained the grounds for termination in its letter:

10 Pursuant to Section 11.2 of the Agreement, the DNT Parties have acknowledged and
11 agree that Caesars and/or its affiliates conduct business that are or may be subject to
and exist because of privileged licenses issued by governmental authorities.
12 Additionally, Section 11.2 provides that Caesars determines, in its sole and absolute
judgment, that any DNT Associate is an Unsuitable Person, the DNT Parties shall
cease activity or relationship creating the issue.

13 Caesars is aware that Rowen Seibel, who is a DNT Associate under the Agreement,
14 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)
15 (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.

16
17 Therefore, the DNT Parties shall, within 10 business days of receipt of this letter,
18 terminate any relationship with Mr. Seibel and provide Caesars with written evidence
of such terminated relationship. If the DNT Parties fails to terminate the relationship
19 with Mr. Seibel, Caesars will be required to terminate the agreement pursuant to
section 4.2.3 of the Agreement.

20 115. In response to this letter, DNT failed to provide Caesars with sufficient evidence
21 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
22 purportedly assigned his rights and interests in DNT and the DNT Agreement, Caesars determined,
23 in its sole discretion—as it was entitled to do under the DNT Agreement—that DNT's relationship
24 was not subject to cure given Mr. Seibel's continued relationship with the principals and
25 representatives of DNT. As a result, the DNT Agreement was terminated.

26 **(c) Termination of the TPOV Agreement.**

27 116. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating
28 the TPOV agreement. Caesars explained the grounds for termination in its letter:

1 Pursuant to Section 10.2 of the Agreement, TPOV has acknowledged and agrees that
2 Caesars and/or its affiliates conduct business that are or may be subject to and exist
3 because of privileged licenses issued by governmental authorities. Additionally,
4 Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,

5 that (a) any TPOV Associate is an Unsuitable Person and (b) such relationship is not
6 subject to cure, Caesars shall have the right to terminate the Agreement.
7
8 Caesars is aware that Rowen Seibel, who is a TPOV Associate under the Agreement,
9 has recently pleaded guilty to a one-count criminal information charging him with
10 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
11 (corrupt endeavor to obstruct and impede the due administration of the Internal
12 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
13 Unsuitable Person.

14 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
15 relationship to TPOV are not capable of being cured. Accordingly, Caesars is
16 exercising its rights under Section 4.2.5 of the Agreement and is terminating the
17 Agreement effective immediately.

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(d) Termination of the LLTQ Agreement.

117. On September 2, 2016, counsel for Caesars Palace sent LLTQ a letter terminating
the LLTQ agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 10.2 of the Agreement, LLTQ has acknowledged and agrees that
Caesars and/or its affiliates conduct business that are or may be subject to and exist
because of privileged licenses issued by governmental authorities. Additionally,
Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,
that (a) any LLTQ Associate is an Unsuitable Person and (b) such relationship is not
subject to cure, Caesars shall have the right to terminate the Agreement.

Caesars is aware that Rowen Seibel, who is a LLTQ Associate under the 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.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
relationship to LLTQ are not capable of being cured. Accordingly, Caesars is
exercising its rights under Section 4.2.5 of the Agreement and is terminating the
Agreement effective immediately.

(e) Termination of the GRB Agreement.

118. On September 2, 2016, counsel for Caesars Palace sent GRB a letter terminating the
GRB Agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that
Caesars and/or its affiliates conduct business that are or may be subject to and exist
because of privileged licenses issued by governmental authorities. Additionally,
Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,

1 that any GRB Associate is an Unsuitable Person, GRB shall cease the activity or
2 relationship creating the issue.

3 Caesars is aware that Rowen Seibel, who is a GR Associate under the Agreement,
4 has recently pleaded guilty to a one-count criminal information charging him with
5 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.

6 Therefore, GRB shall, within 10 business days of the receipt of this letter, terminate
7 any relationship with Mr. Seibel and provide Caesars with written evidence of such
8 terminated relationship. If GRB fails to terminate the relationship with Mr. Seibel,
Caesars will be required to terminate the Agreement pursuant to Section 4.2.5 of the
Agreement.

9 119. In response to this letter, GRB failed to provide Caesars with sufficient evidence
10 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
11 purportedly assigned his rights and interests in GRB and the GRB Agreement, Caesars determined,
12 in its sole discretion—as it was entitled to do under the GRB Agreement—that GRB's relationship
13 was not subject to cure given Mr. Seibel's continued relationship with the principals and
14 representatives of GRB. Mr. Seibel's partner in GRB similarly informed Caesars that GRB could
15 not adequately disassociate itself with Mr. Seibel. As a result, the GRB Agreement was terminated.

16 ***(f) Termination of the FERG Agreement.***

17 120. On September 2, 2016, counsel for Caesars Palace sent FERG a letter terminating
18 the FERG agreement. Caesars explained the grounds for termination in its letter:

19 Pursuant to Section 11.2 of the Agreement, FERG has acknowledged and agrees that
20 Caesars and/or its affiliates conduct business that are or may be subject to and exist
21 because of privileged licenses issued by governmental authorities. Additionally,
22 Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,
that (a) any FERG Associate is an Unsuitable Person and (b) such relationship is not
subject to cure, Caesars shall have the right to terminate the Agreement.

23 Caesars is aware that Rowen Seibel, who is a FERG Associate under the Agreement,
24 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.

26 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
27 relationship to FERG are not capable of being cured. Accordingly, Caesars is
28 exercising its rights under Section 4.2(e) of the Agreement and is terminating the
Agreement effective immediately.

(g) *The Seibel-Affiliated Entities dispute the propriety of the termination of their agreements with Caesars,*

121. After receiving the termination notices on September 2, 2016, counsel for the Defendants sent Caesars several letters disputing the propriety of the terminations. According to the Seibel-Affiliated Entities, Mr. Seibel no longer had any relationship with the Seibel-Affiliated Entities and thus Caesars' termination of the agreements was improper.

122. In response, counsel for Caesars explained that the Seibel-Affiliated Entities' relationship with Mr. Seibel was still unacceptable given the relationships of the assignees (like Mr. Frederick) to Mr. Seibel:

We note that the proposed assignee [of the agreements] 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 that Mr. Seibel failed, through the applicable entity, to affirmatively update prior disclosures to the Company, which updated disclosure is required and bears directly 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.

D. Legal Proceedings Involving Caesars and the Defendants.

(a) *Contested matters involving Caesars Palace, CAC, LLTQ, FERG, and MOTI.*

123. In January 2015, Caesars Entertainment Operating Company, Inc. and a number of its subsidiaries and affiliates (including Caesars Palace and CAC) filed for bankruptcy protection under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern

1 Division. As part of that bankruptcy, Caesars Palace, CAC, FERG, LLTQ, and MOTI are involved
2 in several contested matters.

3 124. First, Caesars Palace filed a motion to reject the LLTQ and FERG Agreements.
4 Caesars Palace concluded that the costs of these two agreements outweighed any potential benefits
5 that Caesars Palace could realize by continuing to perform under the agreements. LLTQ and FERG
6 objected to Caesars Palace's motion to reject the LLTQ and FERG Agreements on the grounds that,
7 inter alia, (i) the LLTQ and FERG Agreements are integrated with the separate agreements that
8 Caesars Palace entered into with Gordon Ramsay, and (ii) Sections 13.22 and 4.1 are enforceable
9 restrictive covenants that prevent the rejection of the LLTQ and FERG agreements.

10 125. Second, LLTQ and FERG filed a motion for the payment of administrative expenses
11 relating to payments purportedly owed to LLTQ and FERG for operation of the relevant restaurants
12 after Caesars Palace filed for bankruptcy. Caesars Palace objected to this motion on the grounds
13 that LLTQ and FERG have not provided any post-petition benefit to Caesars Palace. Indeed, LLTQ
14 and FERG did not provide Caesars Palace with any services after Caesars Palace filed for
15 bankruptcy.

16 126. Third, MOTI filed a motion for the payment of administrative expenses relating to
17 Caesars Palace's use of MOTI's intellectual property during the wind-down period following the
18 termination of the MOTI Agreement. Caesars Palace objected to this motion on the grounds that
19 MOTI is not entitled to an administrative expense where, as here, the MOTI Agreement was
20 terminated because MOTI was, and is, an "Unsuitable Person."

21 127. In connection with these three motions, the parties have conducted discovery on a
22 number of issues, including the suitability of LLTQ, FERG, and Mr. Seibel. And, as a defense to
23 LLTQ and FERG's motion for the payment of administrative defenses, Caesars Palace and CAC
24 have raised LLTQ and FERG's failure to disclose Mr. Seibel's criminal activities. Caesars Palace
25 and CAC contend that LLTQ and FERG's failure to do so constitutes fraudulent inducement and
26 breaches the LLTQ and FERG Agreements.

27 128. The contested matters in the bankruptcy court do not, however, directly implicate
28 Caesars' decision to terminate its agreements with the Seibel-Affiliated Entities. Instead, counsel

1 for LLTQ and FERG have stated in filings in the bankruptcy court that they intend to challenge the
2 propriety of the termination of the relevant agreements but do not believe that issue should be heard
3 by the bankruptcy court:

- 4 • "[T]he [Debtors'] fraudulent inducement claim, like the issue of whether the
5 Termination [of the LLTQ and FERG Agreements] was proper in the first instance,
6 is not presently before [the bankruptcy court] and should be resolved in separate
7 proceedings (likely in state court or federal district court)."
- 8 • "[LLTQ and FERG] will challenge the propriety of the purported termination
9 of the [LLTQ and FERG Agreements] in the appropriate venue, likely outside of the
10 Chapter 11 cases."

11 ***(b) Litigation involving GRB and Planet Hollywood.***

12 129. On January 11, 2017, Mr. Seibel, purportedly derivatively on behalf of GRB, filed
13 a complaint in the United States District Court for the District of Nevada naming Planet Hollywood
14 as a defendant. Mr. Seibel also filed a motion for a preliminary injunction enjoining
15 Planet Hollywood from (i) terminating the GRB Agreement or, alternatively, (ii) utilizing GRB's
16 intellectual property and operating a restaurant in the premises for the GR Burgr restaurant. This
17 action was dismissed from the federal court on jurisdictional grounds, and Mr. Seibel re-filed a
18 similar complaint and motion for preliminary injunction in the Eighth Judicial District Court in
19 Clark County, Nevada, Case No. A-17-751759 (Hon. Joe Hardy). The state court complaint
20 included counts for (i) breach of contract arising out of the termination of the GRB Agreement;
21 (ii) breach of the implied covenant of good faith and fair dealing relating to the termination of the
22 GRB Agreement on suitability grounds; (iii) unjust enrichment relating to Planet Hollywood's use
23 of GRB's intellectual property; (iv) civil conspiracy relating to the circumstances surrounding the
24 termination of the GRB Agreement; (v) specific performance requiring Planet Hollywood to pay
25 GRB; and (vi) declaratory relief establishing, inter alia, that Planet Hollywood must stop using the
26 GR intellectual property and compensate GR for the period of time it utilized GRB's intellectual
27 property.

28 130. The Court denied Mr. Seibel's motion for a preliminary injunction on the grounds
that Mr. Seibel did not demonstrate irreparable harm, likelihood of success on the merits, balance
of hardships, or that public policy weighed in his favor.

1 131. Planet Hollywood moved to dismiss Mr. Seibel's claims for breach of contract,
2 breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy,
3 and declaratory relief. The Court granted in part and denied in part Planet Hollywood's motion.
4 Specifically, the Court granted Planet Hollywood's motion to dismiss Mr. Seibel's breach of
5 contract claim to the extent it was based on Caesars allegedly receiving money that should have
6 been paid to GRB under the GRB Agreement, Caesars' failure to provide GRB with an opportunity
7 to cure its association with any unsuitable persons, and Caesars' efforts to open a rebranded
8 restaurant with Gordon Ramsay. Mr. Seibel subsequently filed an amended complaint, reasserting
9 some of the same causes of action and adding further allegations. On July 21, 2017,
10 Planet Hollywood answered the amended complaint and asserted a counterclaim for fraudulent
11 concealment against Mr. Seibel individually.

12 (c) *Nevada Federal District Court litigation involving TPOV and Paris.*

13 132. On February 3, 2017, TPOV Enterprises 16, LLC filed a complaint in the
14 United States District Court for the District of Nevada against Paris,
15 Case No. 2:17-cv-00346-JCM-VCF. TPOV Enterprises 16, LLC alleges, inter alia, that (i) Paris
16 breached the TPOV Agreement by, inter alia, refusing to continue to pay TPOV 16 and terminating
17 the TPOV Agreement; (ii) Paris breached the implied covenant of good faith and fair dealing by,
18 inter alia, disputing the validity of the assignment of the TPOV Agreement and claiming that TPOV
19 is an Unsuitable Person; (iii) Paris has been unjustly enriched by its failure to pay TPOV 16 in
20 accordance with the TPOV Agreement; and (iv) it is entitled to a declaration that the assignment of
21 the TPOV Agreement from TPOV to TPOV 16 was valid and TPOV 16 is not associated with an
22 Unsuitable Person.

23 133. Paris moved to dismiss TPOV 16's claims based on subject matter jurisdiction and
24 failure to state a claim upon which relief could be granted. The District Court (Judge Mahan)
25 granted the motion in part, and denied it in part, dismissing TPOV 16's claim for unjust enrichment.
26 On July 21, 2017, Paris answered the complaint, and asserted counterclaims for breach of contract,
27 breach of the implied covenant, fraudulent concealment, civil conspiracy, and declaratory relief
28 against TPOV, TPOV 16, and Mr. Seibel personally.

1 E. Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities Were Engaged in a
2 Kickback Scheme.

3 134. In discovery in this litigation, Mr. Seibel and the Seibel-Affiliated Entities produced
4 documents demonstrating that he, Mr. Green, and various Seibel-Affiliated Entities solicited and
5 accepted payments from Caesars' vendors for products those vendors sold to Caesars. Specifically,
6 Mr. Green, Mr. Seibel, and the Seibel-Affiliated Entities on one hand and certain Caesars vendors
7 on the other, including, but not limited to Innis & Gunn and Pat LaFrieda Meat Purveyors
8 ("LaFrieda") entered into an agreement whereby Innis & Gunn and LaFrieda would pay a
9 percentage to Mr. Green, Mr. Seibel, and/or the Seibel-Affiliated Entities for product Caesars
10 purchased for the various restaurants.

11 135. This scheme was entered into with Innis & Gunn and LaFrieda without Caesars'
12 knowledge.

13 136. The structure of the scheme was such that the Seibel-Affiliated Entities would
14 receive a kickback from vendors based on the volume of goods sold to Caesars.

15 137. The kickbacks were set-up to be paid to other entities owned by Mr. Seibel
16 including, but not limited to, BR 23 Venture, LLC and Future Star Hospitality Consulting, LLC.

17 138. In exchange for the kickbacks, Mr. Green, acting on behalf of Mr. Seibel, promised
18 the vendors that they would become "preferred vendors." If vendors were unwilling to pay the
19 kickbacks, Mr. Green would threaten to pull the vendors' products from the Caesars' restaurants.

20 139. In particular, acting on behalf of Mr. Seibel, Mr. Green coerced a representative of
21 Innis & Gunn to establish a 15% retroactive kickback on each keg of beer sold to certain Caesars'
22 restaurants.

23 140. After advocating to Caesars for the use of LaFrieda as a vendor, Mr. Seibel admitted
24 to secretly receiving a percentage, approximately 5%, of LaFrieda's sales to Caesars' restaurants.

25 141. Caesars was unaware of, never consented to, and never would have consented to,
26 this scheme. Further, Caesars never received any amount of the money paid to Mr. Seibel or his
27 entities.

28

143. Mr. Green was also involved in the secret and wrongful solicitation of kickbacks from Newcastle Brown Ale ("Newcastle"), proposing to grow Newcastle within the Caesars restaurants in exchange for a 15% kickback of the total order. Unbeknownst to Caesars, Mr. Green directed agents to threaten to pull product if the vendors were not willing to pay the kickback.

10 144. These and other acts by Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities
11 representatives demonstrate a conspiratorial scheme to engage in commercial bribery for the benefit
12 of Defendants and to the detriment of Caesars.

14 **(Declaratory Judgment Against All Defendants Declaring That
Caesars Properly Terminated All of the Seibel Agreements)**

16 145. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
17 set forth herein.

18 146. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
19 whose rights, status or other legal relations are affected by a [contract] may have determined any
20 question of construction or validity arising under the [contract] and obtain a declaration of rights,
21 status or other legal relations thereunder."

22 147. The parties dispute whether Caesars properly terminated the Seibel Agreements.
23 Thus, there is a justiciable controversy ripe for adjudication among the parties.

148. Caesars properly exercised its sole and absolute discretion to terminate the Seibel Agreements after it determined Mr. Seibel and the Seibel-Affiliated Entities were unsuitable under the Seibel Agreements given Mr. Seibel's felony conviction and his criminal activities that led to his conviction. Caesars also properly exercised its sole and absolute discretion to terminate the Seibel Agreements in light of the Seibel-Affiliated Entities' failure to disclose Mr. Seibel's felony

1 conviction and his criminal activities that led to his conviction. Caesars therefore seeks a
2 declaration that the Seibel Agreements were properly terminated.

3 149. Caesars further requests any additional relief authorized by the law, the Seibel
4 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
5 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
6 same.

7 **COUNT II**

8 **(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not Have Any**
9 **Current or Future Obligations to Defendants Under the Seibel Agreements)**

10 150. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
11 set forth herein.

12 151. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
13 whose rights, status or other legal relations are affected by a [contract] may have determined any
14 question of construction or validity arising under the [contract] and obtain a declaration of rights,
15 status or other legal relations thereunder."

16 152. The parties dispute whether Caesars has any current or future financial obligations
17 or commitments to Mr. Seibel or the Seibel-Affiliated Entities. Thus, there is a justiciable
18 controversy ripe for adjudication among the parties.

19 153. Caesars does not have any current or future financial obligations or commitments to
20 Mr. Seibel or the Seibel-Affiliated Entities for at least three reasons.

21 154. First, the express language of the Seibel Agreements states that Caesars has no future
22 obligations to the Seibel-Affiliated Entities where, as here, termination is based on suitability or
23 non-disclosure grounds. For example, the MOTI Agreement provides that "[a]ny termination by
24 Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party
25 to this Agreement" Similarly, all of the Seibel Agreements state that termination based on
26 unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any
27 future obligations.

1 155. Second, Mr. Seibel and the Seibel-Affiliated Entities fraudulently induced Caesars
2 to enter into the Seibel Agreements when they failed to disclose Mr. Seibel's illegal activities.
3 Mr. Seibel and the Seibel-Affiliated Entities all represented—through the MOTI and DNT Business
4 Information Forms—that he had not been a party to any felony in the past ten years and there was
5 nothing in Mr. Seibel's past that would prevent him from being licensed by a gaming authority.
6 Although Caesars had the right to request information from each entity to satisfy itself that
7 Mr. Seibel was suitable from a regulatory perspective, it had received such assurances in the
8 Business Information Forms with respect to the MOTI Agreement and DNT Agreement. To the
9 extent the MOTI and DNT suitability disclosures became inaccurate, they had to be updated without
10 Caesars making a request. Caesars therefore reasonably relied on Mr. Seibel's prior representations
11 to satisfy itself that Mr. Seibel remained a suitable person when entering into the TPOV Agreement,
12 LLTQ Agreement, GRB Agreement, and FERG Agreement.

13 156. Caesars reasonably relied on Defendants' representations when deciding to enter into
14 each agreement with the Seibel-Affiliated Entities. Specifically, Caesars relied on the following
15 representations:

- 16 • The MOTI and DNT Business Information Forms;
- 17 • Sections 8.1, 9.1, and 9.2 of the MOTI Agreement;
- 18 • Sections 10.2, 11.1, and 11.2 of the DNT Agreement;
- 19 • Sections 9.2, 10.1, and 10.2 of the TPOV Agreement;
- 20 • Sections 9.2, 10.1, and 10.2 of the LLTQ Agreement;
- 21 • Sections 10.3, 11.1, and 11.2 of the GRB Agreement; and
- 22 • Sections 10.2, 11.1, and 11.2 of the FERG Agreement.

23 157. Mr. Seibel and the Seibel-Affiliated Entities knew that these representations were
24 false when made. The fraudulent inducement of Mr. Seibel and the Seibel-Affiliated Entities
25 permits Caesars to rescind the Seibel Agreements and thereby avoid future obligations to Mr. Seibel
26 or the Seibel-Affiliated Entities.

27 158. Third, the Seibel-Affiliated Entities repeatedly breached the Seibel Agreements
28 when they failed to update their prior disclosures to reflect Mr. Seibel's illegal activities. Because

1 the Seibel-Affiliated Entities breached the Seibel Agreements, Caesars is no longer required to
2 perform under the Seibel Agreement.

3 159. Caesars therefore seeks a declaration that Caesars does not have any current or future
4 financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities.

5 160. Caesars further requests any additional relief authorized by the law, the Seibel
6 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
7 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
8 same.

9 **COUNT III**

10 **(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do**
11 **Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and**
Gordon Ramsay)

12 161. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
13 set forth herein.

14 162. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
15 whose rights, status or other legal relations are affected by a [contract] may have determined any
16 question of construction or validity arising under the [contract] and obtain a declaration of rights,
17 status or other legal relations thereunder."

18 163. The parties dispute whether section 13.22 of the LLTQ Agreement and Section 4.1
19 of the FERG Agreement are enforceable and require Caesars to include Mr. Seibel, LLTQ, and/or
20 FERG in current or future ventures between Caesars and Mr. Ramsay. Thus, there is a justiciable
21 controversy ripe for adjudication among the parties.

22 164. Section 13.22 of the LLTQ Agreement is unenforceable as a matter of law because
23 (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a
24 business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable
25 Persons; and (c) Section 13.22 is overly broad, indefinite, vague, and ambiguous.

26 165. Section 13.22 is overly broad and indefinite because it does not contain any
27 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
28 Section 13.22 could apply to future ventures between any Caesars affiliate and Mr. Ramsay located

1 anywhere in world. It could also apply to future ventures between any Caesars affiliate and
2 Mr. Ramsay entered into 40 years after LLTQ and Caesars Palace entered into the LLTQ
3 Agreement. Under Nevada law, the lack of any geographic or temporal restrictions render the
4 restrictive covenant in Section 13.22 unenforceable.

5 166. Section 13.22 is vague and ambiguous because it does not clearly specify which
6 future ventures are subject to the restrictive covenant contained therein. On the one hand,
7 Section 13.22 broadly states that ventures "generally in the nature of" pubs, bars, cafes, taverns,
8 steak restaurants, fine dining steakhouses, and chophouses are encompassed by the restrictive
9 covenant. On the other hand, Section 13.22 is seemingly limited to ventures that Caesars elects to
10 pursue "under the [LLTQ Agreement]," which relates only to the Gordon Ramsay Pub.

11 167. Section 4.1 of the FERG Agreement is unenforceable as a matter of law because
12 (a) the FERG Agreement was properly terminated; (b) Caesars is prohibited from entering into a
13 business relationship with FERG or Mr. Seibel given that FERG and Mr. Seibel are Unsuitable
14 Persons; and (c) Section 4.1 is overly broad, indefinite, vague, and ambiguous.

15 168. Section 4.1 is overly broad, indefinite, vague, and ambiguous because it does not
16 contain any temporal limitations. For example, by its terms, Section 4.1 could apply to any future
17 ventures entered into between CAC and an affiliate at any point in time. In addition, Section 4.1 is
18 not limited to CAC but includes all of CAC's affiliates. Section 4.1 also is not limited to specific
19 types of restaurants but includes any agreement that merely relates to the premises where the current
20 restaurant is located. Finally, Section 4.1 is vague and ambiguous because it is unclear how the
21 FERG Agreement could "be in effect and binding on the parties" if a "new agreement is executed"
22 between the parties—i.e., it is not clear how both agreements could simultaneously be in effect,
23 what the terms of the agreements would be, how the new agreement would be negotiated, and which
24 terms would govern the parties' relationship.

25 169. Caesars therefore seeks a declaration that section 13.22 of the LLTQ Agreement and
26 Section 4.1 of the FERG Agreement are unenforceable and Caesars does not have any current or
27 future obligations pursuant to those provisions or otherwise that would prohibit or limit existing or
28 future restaurant ventures between Caesars and Gordon Ramsay.

1 170. Caesars further requests any additional relief authorized by the law, the Seibel
2 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
3 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
4 same.

5 **COUNT IV**
6 **(Civil Conspiracy Against Mr. Seibel and Mr. Green)**

7 171. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
8 in the preceding Paragraphs as though fully set forth herein.

9 172. Mr. Seibel and Mr. Green knowingly acted in concert with vendors, including, but
10 not limited to, intending to accomplish an unlawful objective for the purpose of harming Caesars.

11 173. Specifically, Mr. Seibel and Mr. Green conspired to engage in commercial bribery
12 and extortion to obtain kickbacks from Caesars' vendors, for the purpose of interfering with the
13 Agreements at an economic loss to Caesars and for Defendants' own benefit.

14 174. Mr. Seibel and Mr. Green understood that the benefit would adversely influence the
15 vendors' conduct as it relates to Caesars' commercial affairs.

16 175. As a direct and proximate result of Mr. Seibel's and Mr. Green's acts and omissions,
17 Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in
18 any event in excess of \$15,000.00.

19 176. As a result of Mr. Seibel's and Mr. Green's conduct, Caesars has been forced to retain
20 the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
21 entitled to all of its attorneys' fees and costs associated with bringing this action.

22 **COUNT V**
23 **(Breaches of Implied Covenants of Good Faith and Fair Dealing Against MOTI, DNT,**
24 **TPOV, LLTQ, GR BURGR, and FERG)**

25 177. Caesars hereby repeats and re-alleges each of the above Paragraphs as though fully
26 set forth herein.

27 178. The MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG Agreements constituted
28 valid, binding, and enforceable contracts between Defendants and Caesars.

1 179. In Nevada, every contract contains an implied covenant of good faith and fair
2 dealing, which prohibits a party from deliberately contravening the spirit and intent of the
3 agreement, and the parties are required to operate under that covenant.

4 180. Caesars is informed and believes, and thereon alleges, Defendants breached their
5 duty of good faith to Caesars by, among other things, wrongfully soliciting, coercing, agreeing to
6 accept, and accepting benefits from vendors based on the understanding that the benefit would
7 adversely influence Defendants' actions in relationship to Caesars' commercial affairs, including,
8 but not limited to, the Agreements between Caesars and Defendants.

9 181. Caesars had a justified expectation that Defendants would not accept, not solicit, nor
10 coerce kickbacks from vendors to the detriment of Caesars without Caesars' knowledge.

11 182. As a direct and proximate result of Defendants' breaches of the implied covenants
12 of good faith and fair dealing arising from the Agreements, Caesars has been damaged in an amount
13 in excess of \$15,000.00.

14 183. As a result of Defendants' conduct, Caesars has been forced to retain the services of
15 PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all
16 of its attorneys' fees and costs associated with bringing this action.

17 **COUNT VI**

18 **(Unjust Enrichment Against Mr. Seibel & Mr. Green)**

19 184. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
20 in the preceding Paragraphs as though fully set forth herein.

21 185. By contracting with certain vendors, Caesars unknowingly conferred benefits upon
22 Mr. Green and Mr. Seibel, including, but not limited to, establishing relationships from which they
23 received kickbacks based on the amount of goods sold to Caesars.

24 186. Mr. Green and Mr. Seibel accepted, appreciated, and retained those benefits.

25 187. Mr. Green and Mr. Seibel have not compensated Caesars for the benefits Caesars
26 conferred.

27 188. It would be unjust, unfair, and inequitable for Mr. Green and Mr. Seibel to be
28 permitted to retain the benefits of Caesars' relationships with vendors.

1 189. As a direct and proximate result of Mr. Green's and Mr. Seibel's acts and omissions,
2 Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in
3 any event in excess of \$15,000.00.

4 190. As a result of Defendants' conduct, Caesars has been forced to retain the services of
5 PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all
6 of its attorneys' fees and costs associated with bringing this action.

7 **COUNT VII**

8 **(Intentional Interference with Contractual Relations Against Rowen Seibel and**
9 **Craig Green)**

10 191. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
11 in the preceding Paragraphs as though fully set forth herein.

12 192. The MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG Agreements were valid
13 and binding agreements between Caesars and Defendants, granting Caesars valuable rights,
14 including the right to share in all revenues arising from the various contracted restaurants.

15 193. Mr. Green and Mr. Seibel knew of the Agreements between Caesars and the
16 Defendants, and of the exclusive rights the Agreements granted to Caesars.

17 194. Mr. Green's and Mr. Seibel's actions were intended or designed to disrupt the
18 Agreements and Caesars' valuable rights under it, and caused an actual interference and disruption
19 of the Agreements.

20 195. Mr. Green's and Mr. Seibel's conduct is in no way privileged or justified.

21 196. Through their tortious conduct, the Mr. Green and Mr. Seibel disrupted performance
22 of the Agreements and injured Caesars, including by diverting money and/or preventing Caesars
23 from obtaining product at lesser costs to its detriment.

24 197. As a direct and proximate result of the acts and omissions of Mr. Green and Mr.
25 Seibel, Caesars has suffered and will continue to suffer damages in an amount to be proven at trial,
26 but in any event in excess of \$15,000.00.

1 198. As a result of Mr. Green's and Mr. Seibel's conduct, Caesars has been forced to retain
2 the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
3 entitled to all of its attorneys' fees and costs associated with bringing this action.

4 **COUNT VIII**

5 **(Fraudulent Concealment Against Rowen Seibel and Craig Green)**

6 199. Caesars hereby repeats, realleges, and incorporates all of the allegations contained
7 in the preceding Paragraphs as though fully set forth herein.

8 200. Mr. Seibel and Mr. Green concealed material facts from Caesars, including, but not
9 limited to, that they were secretly and wrongfully soliciting and obtaining kickbacks from Caesars'
10 vendors.

11 201. Mr. Seibel and Mr. Green had a duty to disclose these wrongdoings to Caesars.

12 202. Mr. Seibel and Mr. Green intentionally concealed these wrongdoings to adversely
13 influence the vendors' conduct as it relates to Caesars' commercial affairs.

14 203. Caesars was unaware of Mr. Seibel's and Mr. Green's wrongful conduct until
15 discovery in this litigation.

16 204. Had Caesars been aware of Mr. Seibel's and Mr. Green's conduct it would not have
17 continued doing business with them or any of their affiliated entities.

18 205. As a direct and proximate result of Mr. Seibel's and Mr. Green's acts and omissions,
19 Caesars has suffered and will continue to suffer damages in an amount to be proven at trial, but in
20 any event in excess of \$15,000.00.

21 206. As a result of Mr. Green's and Mr. Seibel's conduct, Caesars has been forced to retain
22 the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
23 entitled to all of its attorneys' fees and costs associated with bringing this action.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Caesars respectfully prays for judgment as follows:

- 26 (a) That judgment be entered in favor of Plaintiffs and against Defendants on all
27 of Plaintiffs' claims;
28

- (b) For an award of damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), to be determined upon proof at trial, against Defendants;
- (c) For punitive damages in an amount to be determined at trial;
- (d) For an award of pre- and post-judgment interest until the judgment is paid in full;
- (e) Declaratory Relief as requested herein;
- (f) Equitable relief;
- (g) Reasonable attorneys' fees and costs; and
- (h) Any additional relief this Court may deem just and proper.

DATED this 11th day of March 2020.

PISANELLI BICE PLLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 11th day of March 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **FIRST AMENDED COMPLAINT** to the following:

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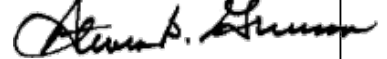
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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF STIPULATION
TO STAY DISCOVERY AND PROPOSED
ORDER TO EXTEND DISCOVERY
DEADLINES FOLLOWING STAY
(SEVENTH REQUEST)**

1 PLEASE TAKE NOTICE that a Stipulation to Stay Discovery and Proposed Order to
2 Extend Discovery Deadlines Following Stay (Seventh Request) was entered in the above-
3 captioned matter on April 17, 2020, a true and correct copy of which is attached hereto.

4 DATED this 20th day of April 2020.

5 PISANELLI BICE PLLC

6 By: /s/ M. Magali Mercera

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25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 20th day of April 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF STIPULATION TO STAY DISCOVERY AND PROPOSED ORDER TO EXTEND DISCOVERY DEADLINES FOLLOWING STAY (SEVENTH REQUEST)** to the following:

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TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, FERG 16, LLC, and R Squared Global
Solutions, LLC, Derivatively on Behalf of
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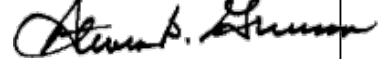
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PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**STIPULATION TO STAY DISCOVERY
AND PROPOSED ORDER TO EXTEND
DISCOVERY DEADLINES FOLLOWING
STAY (SEVENTH REQUEST)**

The parties, PHWLTV, LLC ("Planet Hollywood"), Gordon Ramsay ("Ramsay"), Rowen Seibel ("Seibel"), Craig Green ("Green"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), TPOV Enterprises, LLC ("TPOV"), TPOV 16 Enterprises, LLC ("TPOV 16"), Original Homestead Restaurant, Inc. ("OHR"), and R Squared Global Solutions, LLC ("R Squared"), derivatively on behalf of DNT Acquisition, LLC ("DNT") (the "Parties"),¹ by and through their undersigned counsel of record, hereby stipulate to and request to (1) stay this matter for two months and (2) modify the schedule set by this Court's Fourth Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order dated January 10, 2020 (the "Fourth Scheduling Order"). This is the seventh request for an extension of discovery deadlines. The Parties stipulated to five extensions and this Court previously ordered an extension following an opposed motion. This Stipulation is being entered into in good faith and not for the purposes of delay, as good cause appears to extend discovery deadlines.

I. STATEMENT OF DISCOVERY COMPLETED TO DATE.

- Planet Hollywood served its initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Planet Hollywood served privilege/redaction logs in Case No. A-17-751759 on September 5, 2017. Planet Hollywood supplemented its disclosures on January 9, 2018.
- Seibel served his initial disclosures in Case No. A-17-751759 on August 21, 2017.

¹ GR Burgr, LLC ("GRB") is also a party to this action, but is not currently represented by counsel. Accordingly, the stipulation could not be executed by GRB. *See State v. Stu's Bail Bonds*, 115 Nev. 436, 436, 991 P.2d 469, 470 (1999) (citing *Salman v. Newell*, 110 Nev. 1333, 885 P.2d 607 (1994)) ("[B]usiness entities are not permitted to appear, or file documents, in proper person."); *see also Sunde v. Contel of Cal.*, 112 Nev. 541, 542–43, 915 P.2d 298, 299 (1996) (citations omitted) ("This court . . . has consistently required attorneys to represent other persons and entities in court.").

- Ramsay also served his initial disclosures in Case No. A-17-751759 on August 21, 2017.
- Caesars served its initial disclosures in Case No. A-17-760537-B (together with Case No. A-17-751759, the "Consolidated Action") on November 6, 2018.
- Caesars served its initial privilege log in the Consolidated Action on November 16, 2018.
- J. Jeffrey Frederick (who is no longer a party to the Consolidated Action) served his initial disclosures in the Consolidated Action on November 16, 2018.
- OHR served its initial disclosures in the Consolidated Action on November 27, 2018.
- Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and DNT served their initial disclosures in the Consolidated Action on November 29, 2018.
- Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16, FERG, FERG 16, and DNT served their requests for the production of documents on Caesars Palace, Paris, Planet Hollywood, and CAC on January 24, 2019.
- Caesars served its First Set of Requests for Production of Documents to Frederick on January 30, 2019.
- Desert Palace served its First Set of Interrogatories to Frederick on January 30, 2019.
- Desert Palace served its First Set of Interrogatories to Seibel on February 5, 2019.
- Caesars served its First Set of Requests for Production of Documents to Seibel on February 5, 2019.
- On March 1, 2019, Frederick served his responses to Desert Palace's First Set of Interrogatories.
- On March 1, 2019, Frederick served his responses to Caesars' First Set of Requests for Production of Documents.
- On March 5, 2019, Caesars served its responses to Seibel's First Set of Requests for Production of Documents.

- 1 • On March 7, 2019, Caesars served its First Set of Requests for Production of
- 2 Documents to MOTI.
- 3 • On March 7, 2019, Caesars served its First Set of Requests for Production of
- 4 Documents to MOTI 16.
- 5 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ.
- 6 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to LLTQ 16.
- 7 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI.
- 8 • On March 7, 2019, Desert Palace served its First Set of Interrogatories to MOTI 16.
- 9 • On March 8, 2019, CAC served its First Set of Interrogatories to FERG.
- 10 • On March 8, 2019, CAC served its First Set of Interrogatories to FERG 16.
- 11 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 12 Documents to FERG.
- 13 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 14 Documents to FERG 16.
- 15 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 16 Documents to LLTQ.
- 17 • On March 8, 2019, Caesars served its First Set of Requests for Production of
- 18 Documents to LLTQ 16.
- 19 • On March 14, 2019, Paris served its First Set of Interrogatories to TPOV.
- 20 • On March 14, 2019, Paris served its First Set of Interrogatories to TPOV 16.
- 21 • On March 18, 2019, Ramsay served his First Supplement to NRCP 16.1 Disclosures.
- 22 • On March 21, 2019, Seibel served his responses to Caesars' First Set of Requests for
- 23 Production of Documents.
- 24 • On March 21, 2019, Seibel served his responses to Desert Palace's First Set of
- 25 Interrogatories.
- 26 • On April 12, 2019, Caesars served its First Supplemental Disclosures Pursuant to
- 27 NRCP 16.1.
- 28

- 1 • On April 22, 2019, FERG served its responses to Caesars' First Set of Requests for
- 2 Production of Documents.
- 3 • On April 23, 2019, FERG served its responses to Desert Palace's First Set of
- 4 Interrogatories.
- 5 • On April 22, 2019, FERG 16 served its responses to Caesars' First Set of Requests for
- 6 Production of Documents.
- 7 • On April 23, 2019, FERG 16 served its responses to Desert Palace's First Set of
- 8 Interrogatories.
- 9 • On April 22, 2019, LLTQ 16 served its responses to Caesars' First Set of Requests for
- 10 Production of Documents.
- 11 • On April 22, 2019, LLTQ 16 served its responses to Desert Palace's First Set of
- 12 Interrogatories.
- 13 • On April 22, 2019, LLTQ served its responses to Desert Palace's amended First Set of
- 14 Interrogatories.
- 15 • On April 22 2019, LLTQ served its responses to Caesars' First Set of Requests for
- 16 Production of Documents.
- 17 • On April 22, 2019, MOTI served its responses to Caesars' First Set of Requests for
- 18 Production of Documents.
- 19 • On April 22, 2019, MOTI served its responses to Desert Palace's First Set of
- 20 Interrogatories.
- 21 • On April 22, 2019, MOTI 16 served its responses to Caesars' First Set of Requests for
- 22 Production of Documents.
- 23 • On April 22, 2019, MOTI 16 served its responses to Desert Palace's First Set of
- 24 Interrogatories.
- 25 • On April 22, 2019, TPOV served its responses to Paris' First Set of Interrogatories.
- 26 • On April 22, 2019, TPOV 16 served its responses to Paris' First Set of Interrogatories.
- 27
- 28

- 1 • On April 30, 2019, Seibel, MOTI, MOTI 16, LLTQ, LLTQ 16, TPOV, TPOV 16,
2 FERG, and FERG 16 (collectively, "Seibel and the Development Entities") served
3 their First Supplemental Disclosure.
- 4 • On May 22, 2019, Caesars served its Second Supplemental Disclosures Pursuant to
5 NRCP 16.1.
- 6 • On May 6, 2019, Seibel and the Development Entities served their Second
7 Supplemental Disclosure.
- 8 • On May 22, 2019, Caesars served its First Supplemental Privilege Log.
- 9 • On June 6, 2019, Frederick served his First Set of Requests for Production of
10 Documents to Desert Palace, Inc.
- 11 • On June 6, 2019, Frederick served his First Set of Requests for Production of
12 Documents to Paris Las Vegas Operating Company, LLC.
- 13 • On June 6, 2019, Frederick served his First Set of Requests for Production of
14 Documents to PHWLTV, LLC.
- 15 • On June 6, 2019, Frederick served his First Set of Requests for Production of
16 Documents to Boardwalk Regency Corporation, d/b/a/ Caesars Atlantic City.
- 17 • On July 30, 2019, Seibel and the Development Entities served a supplemental
18 production of documents.
- 19 • On August 12, 2019, Seibel and the Development Entities served Requests for
20 Admissions to Caesars.
- 21 • On August 12, 2019, Seibel and the Development Entities served Requests for
22 Admissions to Ramsay.
- 23 • On August 14, 2019, Seibel and the Development Entities served Requests for
24 Production of Documents to Ramsay.
- 25 • On August 14, 2019, Seibel and the Development Entities served Requests for
26 Production of Documents to Caesars.
- 27 • On August 27, 2019, Caesars served its Third Supplemental Disclosures Pursuant to
28 NRCP 16.1.

- 1 • On August 28 and 29, 2019, the Parties deposed Frederick
- 2 • On September 4 and 6, 2019, the Parties deposed Craig Green.
- 3 • On September 5, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV.
- 4 • On September 6, 2019, Caesars deposed the NRCP 30(b)(6) for TPOV 16.
- 5 • On September 6, 2019, Seibel and the Development Entities served a supplemental
- 6 production of documents.
- 7 • On September 10, 2019, Seibel and the Development Entities served a supplemental
- 8 production of documents.
- 9 • On September 11, 2019, Caesars served its Responses to Seibel and the Development
- 10 Entities' Requests for Admissions.
- 11 • On September 11, 2019, Ramsay served his Responses to Seibel and the Development
- 12 Entities' Requests for Admissions.
- 13 • On September 13, 2019, Caesars served its Fourth Supplemental Disclosures Pursuant
- 14 to NRCP 16.1.
- 15 • On September 13, 2019, Caesars served its Responses to Seibel and the Development
- 16 Entities' Requests for Production of Documents.
- 17 • On September 13, 2019, Ramsay served his Responses to Seibel and the Development
- 18 Entities' Requests for Production of Documents.
- 19 • On September 16, 2019, Seibel and the Development Entities deposed Thomas Jenkin.
- 20 • On September 18, 2019, Seibel and the Development Entities served a supplemental
- 21 production of documents.
- 22 • On September 19, 2019, Seibel and the Development Entities served a supplemental
- 23 production of documents.
- 24 • On September 20, 2019, Seibel and the Development Entities deposed Mark Clayton,
- 25 Esq.
- 26 • On September 24 and 25, 2019, Caesars began deposing Seibel.
- 27 • On September 26, 2019, Seibel and the Development Entities served a supplemental
- 28 production of documents.

- 1 • On September 30, 2019, the Parties deposed Ramsay.
- 2 • On October 1, 2019, the Parties deposed the NRCP 30(b)(6) designee for Gordon
- 3 Ramsay Holdings.
- 4 • On October 2, 2019, the LLTQ/FERG Defendants filed a Motion to Amend
- 5 LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims. That
- 6 Motion was heard on November 6, 2019 and denied in its entirety.
- 7 • On October 3, 2019, Caesars served its Second Set of Requests for Production of
- 8 Documents to Seibel.
- 9 • On October 7, 2019, Caesars served its Fifth Supplemental Disclosures Pursuant to
- 10 NRCP 16.1.
- 11 • On October 11, 2019, Caesars served its Sixth Supplemental Disclosures Pursuant to
- 12 NRCP 16.1.
- 13 • On October 15, 2019, Seibel and the Development Entities deposed the NRCP
- 14 30(b)(6) designee for Caesars' Capital Committee.
- 15 • On October 16, 2019, Seibel and the Development Entities deposed Richard Casto.
- 16 • On October 25, 2019, Caesars served its Third Set of Requests for Production of
- 17 Documents to Seibel.
- 18 • On October 29, 2019, the Parties deposed Marc Sherry.
- 19 • On October 30, 2019, the Parties deposed Greg Sherry.
- 20 • On October 30, 2019, Seibel and the Development Entities served their Second
- 21 Request for Production of Documents to Ramsay.
- 22 • On October 31, 2019, the Parties deposed Bryn Dorfman.
- 23 • On November 2, 2019, Seibel served his responses to Caesars' Second Set of Requests
- 24 for Production of Documents.
- 25 • On November 4, 2019, Caesars served its Seventh Supplemental Disclosures Pursuant
- 26 to NRCP 16.1.
- 27 • On November 5, 2019, Seibel and the Development Entities deposed the NRCP
- 28 30(b)(6) designee for Caesars' Compliance Committee.

- 1 • On November 11, 2019, Seibel and the Development Entities served a supplemental
- 2 production of documents.
- 3 • On November 12, 2019, Caesars deposed the NRCP 30(b)(6) designee of LLTQ
- 4 Enterprises, LLC.
- 5 • On November 13, 2019, Caesars deposed the NRCP 30(b)(6) designee of LLTQ
- 6 Enterprises 16, LLC.
- 7 • On November 14, 2019, Caesars deposed the NRCP 30(b)(6) designee of MOTI
- 8 Partners, LLC.
- 9 • On November 14, 2019, Seibel and the Development Entities served a supplemental
- 10 production of documents.
- 11 • On November 22, 2019, Seibel and the Development Entities served their initial
- 12 privilege log.
- 13 • On November 22, 2019, Caesars served its Eighth Supplemental Disclosures Pursuant
- 14 to NRCP 16.1.
- 15 • On November 22, 2019, Caesars served its Second Supplemental Privilege Log.
- 16 • On November 25, 2019, Seibel served his responses to Caesars' Third Set of Requests
- 17 for Production of Documents.
- 18 • On December 2, 2019, Seibel and the Development Entities served a supplemental
- 19 production of documents.
- 20 • On December 3, 2019, Seibel and the Development Entities served a supplemental
- 21 production of documents.
- 22 • On December 5, 2019, Seibel and the Development Entities deposed Gary Selesner.
- 23 • On December 6, 2019, Caesars served its Third Supplemental Privilege Log.
- 24 • On December 9, 2019, Ramsay served his responses to Seibel and the Development
- 25 Entities' Second Request for Production of Documents.
- 26 • On December 11, 2019, Caesars filed a Motion for Leave to File First Amended
- 27 Complaint ("Caesars' Motion to Amend"). Caesars' Motion to Amend came before the
- 28 Court for hearing on February 12, 2020 and the Court granted the same.

- On December 12, 2019, Seibel and the Development Entities served a supplemental production of documents.
- On December 20, 2019, Ramsay served a supplemental production of documents.
- On January 2, 2020, Ramsay served a supplemental production of documents.
- On January 31, 2020, Ramsay served his First Set of Requests for Production of Documents to Seibel.
- On February 21, 2020, Seibel and the Development Entities served a supplemental production of documents.
- On March 9, 2020, Caesars served Notice of Out-of-State Subpoena Duces Tecum to Innis & Gunn USA, Inc.
- On March 10, 2020, Caesars served Notice of Out-of-State Subpoena Duces Tecum to Kostelanetz & Fink, LLC.
- On March 10, 2020, Caesars served its Ninth Supplemental Disclosures Pursuant to NRCP 16.1.
- On March 12, 2020, Caesars served Notice of Out-of-State Subpoena Duces Tecum to Leonard A. Sands, Esq.
- On March 23, 2020, Seibel served his Responses to Ramsay's First Set of Requests for Production of Documents.

The Parties agreed that discovery in this matter will proceed simultaneously with discovery conducted in an action pending before the United States District Court, District of Nevada, styled as *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC*, Case No. 2:17-cv-00346-JCM-VCF. A stipulation seeking to stay the action for two months and extend the remaining deadlines in that action in the same timeframe proposed below is being prepared concurrently herewith.

II. DISCOVERY REMAINING TO BE COMPLETED.

The Parties anticipate completing the production of additional documents, serving additional/amended privilege logs, propounding and responding to additional written discovery,

1 conducting additional depositions, engaging in expert discovery, and conducting third-party
2 document and deposition discovery.

3 **III. REASONS WHY THE REMAINING DISCOVERY WAS NOT COMPLETED.**

4 At the outset, Case No. A-17-751759 involved extensive motion practice. On
5 February 28, 2017, Seibel filed a motion for preliminary injunction. Ramsay and Planet
6 Hollywood filed their oppositions on March 17, 2017. The Court entered an order denying
7 Seibel's motion for preliminary injunction on April 12, 2017. Thereafter, Planet Hollywood filed
8 a motion to dismiss on April 7, 2017, to which Seibel filed an opposition on April 24, 2017. This
9 Court entered an order granting in part, and denying in part, Planet Hollywood's motion to dismiss
10 on June 16, 2017. Subsequently, Seibel, on behalf of GRB, filed a motion for partial summary
11 judgment on September 18, 2017, Planet Hollywood filed an opposition on October 5, 2017, and
12 Ramsay filed his opposition on October 6, 2017. On or about October 5, 2017, an order was
13 entered in the Court of Chancery of the State of Delaware dissolving GRB and appointing a
14 liquidating trustee.. As a result of the Delaware Court's order, on November 7, 2017, at the
15 hearing on the motion for partial summary judgment, this Court continued the matter in order to
16 give the trustee the opportunity to review and take a position on the derivative claims brought by
17 Seibel.

18 On or about March 30, 2020, the trustee appointed to dissolve GRB filed a Report and
19 Proposed Liquidation Plan for GRB in the Court of Chancery of the State of Delaware (the
20 "Report"). The full version of the Report is not publicly available. A redacted, public version of
21 the Report was filed on April 6, 2020, addressing, among other things, the derivative claims
22 brought by Seibel in Case No. A-17-751759, the claims brought by Caesars against GRB in Case
23 No. A-17-760537, and the assignment of claims by GRB to Seibel and Ramsay. A hearing on the
24 Report is currently scheduled before the Court of Chancery of the State of Delaware on June 26,
25 2020, with anticipated briefing by Seibel and Ramsay (and possibly the trustee) related to the
26 Report to occur beforehand. The trustee has requested that all matters related to GRB be stayed
27 until the Delaware Court rules on the Report. To date, the trustee has not retained local counsel
28

1 on behalf of GRB to defend against or prosecute any claims in this matter, and the Parties have
2 not yet reached an agreement regarding a stay other than as set forth in this Stipulation.

3 In addition to the motion practice and trustee issues, the Parties stipulated to consolidate
4 this action with Case No. A-17-760537-B. On February 9, 2018, this Court entered a Stipulation
5 and Order to Consolidate. Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16, DNT,
6 TPOV, and TPOV 16 filed Motions to Dismiss and/or Amended Motions to Dismiss on February
7 22, 2018. Caesars filed a Consolidated Opposition to all of the Motions on March 12, 2018.
8 These motions were denied on June 1, 2018. On June 18, 2018, Seibel, LLTQ, LLTQ 16, FERG,
9 FERG 16, MOTI, MOTI 16, DNT, TPOV, and TPOV 16 filed a petition for writ of mandamus or
10 prohibition and a motion to stay the proceedings pending a decision on their petition for a writ of
11 mandamus or prohibition. Caesars filed its Opposition to the stay motion on July 9, 2018. The
12 motion to stay was denied on August 22, 2018. On September 5, 2018, Seibel, LLTQ, LLTQ 16,
13 FERG, FERG 16, MOTI, MOTI 16, DNT, TPOV, and TPOV 16 filed a Motion to Stay All
14 District Court Proceedings in the Nevada Supreme Court. On September 14, 2018, Caesars filed
15 its Response to the Motion to Stay All District Court Proceedings in the Nevada Supreme Court.
16 On November 9, 2018, the Nevada Supreme Court issued an Order Denying the Motion to Stay.
17 On June 7, 2019, the Nevada Supreme Court issued an Order Denying Petition for Writ of
18 Mandamus or Prohibition.

19 Meanwhile, on or about August 6, 2018, OHR moved to intervene. On August 9, 2018,
20 the Parties agreed to attempt to resolve this action, as well as a number of related actions through
21 mediation. The mediation was held on October 12, 2018. This action was not resolved.

22 In May 2019, attorneys for Seibel, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, MOTI 16,
23 DNT (appearing derivatively by one of its two members, R Squared), TPOV, and TPOV 16 filed
24 various motions to withdraw and stay. The Parties came before the Court for hearing on May 23,
25 2019. During the hearing, this Court orally granted the motions to withdraw and granted the
26 motion to stay, in part, for two weeks. On May 31, 2019, the Court entered a written order
27 granting the motions to withdraw. On June 4, 2019, the Court entered a written order granting, in
28 part, the motion to stay. Also, on June 4, 2019, new counsel for Seibel, LLTQ, LLTQ 16, FERG,

1 FERG 16, MOTI, MOTI 16, DNT (appearing derivatively by one of its two members, R
2 Squared), TPOV, and TPOV 16 filed a Notice of Appearance.

3 Since that time, the Parties have actively been engaged in discovery as outlined above.
4 The Parties previously agreed to tiered discovery, so that expert discovery would proceed after
5 fact discovery was completed. The Parties have conducted multiple depositions to date, but
6 additional discovery remains to be completed, and additional depositions remain to be taken,
7 including certain out-of-state witnesses.

8 Following the untimely passing of prior lead counsel for Seibel and the Development
9 Entities (Steven Bennett), the Parties postponed meet and confers on various discovery issues,
10 hearings on pending motions, and depositions which were being discussed to proceed in January
11 2020 were placed on hold.

12 On February 12, 2020, this Court heard and granted Caesars' Motion for Leave to File
13 First Amended Complaint. The Order was entered on March 10, 2020, and the First Amended
14 Complaint was filed on March 11, 2020.

15 On March 2, 2020, new counsel appeared in this matter for Seibel and the Development
16 Entities.² Shortly thereafter, on or around March 12, 2020, Governor Sisolak issued a Declaration
17 of Emergency in the state of Nevada following the outbreak of the COVID-19 pandemic.
18 Additional actions have been taken by other local governments and the judiciary since then,
19 including, without limitation, entry of Administrative Order 20-01 in *In the Matter of the Eighth*
20 *Judicial District Court's Response to Coronavirus Disease (COVID-19)*, in which Chief Judge
21 Bell suspended all jury trials for 30 days, effective March 16, 2020, due to "the severity of the risk
22 posed to the public by COVID-19," and entry of Administrative Order 20-09 in *In the*
23 *Administrative Matter of Court Operations of Civil Matters In Response to COVID-19*, in which
24 Chief Judge Bell stayed "[a]ll deadlines pursuant to NRCP 16.1 for initial disclosures, disclosure
25 of expert witnesses and testimony, [and] supplementation of discovery" for 30 days (*i.e.*, until
26 April 20, 2020), precluded parties from issuing subpoenas without prior approval from the
27 Discovery Commissioner for 30 days (*i.e.*, until April 20, 2020), and encouraged District Court

28 _____
² Bailey Kennedy has also since appeared for Green and R Squared.

Judges to liberally grant stay requests "at this time based on any COVID-19 related issues." This Court has ceased holding in-person hearings (unless absolutely necessary) as a precaution in response to COVID-19.

The COVID-19 pandemic has restricted travel for counsel for the Parties and witnesses, thereby hampering the Parties' ability to schedule and conduct depositions at this time. For example, Caesars noticed the depositions of Seibel and the NRCP 30(b)(6) designees of MOTI 16, FERG, and FERG 16 in April 2020; however, because Seibel and the current anticipated designee (Green) reside in New York, the depositions must be rescheduled in order to adhere to strict social distancing requirements and avoid unnecessary possible exposure to COVID-19 for the health and safety of everyone involved. Similarly, Caesars has sought, but been unable to domesticate subpoenas sought to be served on third-parties in New York and Florida due to limited access to the local courts in those jurisdictions. Finally, working conditions have shifted for the Parties' counsel. They are now having to work remotely from home rather than in the office.

Based on these and myriad other unanticipated events occurring in light of the current COVID-19 pandemic, the Parties have agreed to stay this matter, with a few exceptions, until May 22, 2020. Except as otherwise noted below, following the stay, the Parties agreed to recommence the existing discovery period as outlined below. When the Parties began discussing a stay, there were approximately two months remaining before the close of fact discovery.

IV. PROPOSED SCHEDULE FOR COMPLETING ALL REMAINING DISCOVERY.

The Parties propose to stay this matter until May 22, 2020, except as follows:

- 1) During the two-month stay period, Seibel, Green, R Squared, derivatively on behalf of DNT, and the Development Entities shall respond to the First Amended Complaint,³ and the Court may resolve the ensuing motion practice as a result thereof;
- 2) During the two-month stay period, Caesars expressly reserves the right to pursue motion practice related to GRB's alleged failure and/or refusal to respond to the

³ On April 8, 2020, these defendants filed a Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint, and it is currently set for hearing on May 20, 2020.

1 First Amended Complaint, subject to the Court's ruling at a status check with the
2 Court as set forth in subsection IV(5) hereof;

3 3) During the two-month stay period, Seibel will produce those documents in
4 response to Caesars' Second and Third Sets of Requests for Production of
5 Documents as agreed during the meet and confer held on March 13, 2020, and as
6 may be agreed during any follow up meet and confers by the Parties, subject to the
7 current stay of any supplementation of discovery described in Administrative
8 Order 20-09, except as otherwise agreed by the Parties. Caesars expressly reserves
9 the right to pursue motion practice during the two-month stay related to its Second
10 and Third Sets of Requests for Production of Documents, subject to the Court's
11 ruling at a status check with the Court as set forth in subsection IV(5) hereof;

12 4) During the two-month stay period, Seibel will produce those documents identified
13 in his Responses to Ramsay's First Set of Requests for Production of Documents
14 which he agreed to produce, subject to the current stay of any supplementation of
15 discovery described in Administrative Order 20-09, and, if requested by Ramsay,
16 will meet and confer with Ramsay regarding those Responses. Following any such
17 meet and confer, Ramsay expressly reserves the right to pursue motion practice
18 during the two-month stay related to his First Set of Requests for Production of
19 Documents, subject to the Court's ruling at a status check with the Court as set
20 forth in subsection IV(5) hereof;

21 5) The Parties hereby agree to conduct a status check hearing with the Court in the
22 next two weeks, subject to the Court's availability, to discuss the filing of motions,
23 if any, related briefing schedules, and timing for resolution of any motions
24 described in subsections IV(2) – (4) hereof; and

25 6) During the two-month stay period, the Parties may discuss scheduling depositions,
26 but such depositions shall not be scheduled before May 23, 2020.

27 Following the two-month stay, the Parties propose the following schedule:
28

<u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
Add parties or amend pleadings	February 4, 2019	No Change
Close of Fact Discovery	May 15, 2020	July 21, 2020
Initial Expert Disclosures	June 15, 2020	August 20, 2020
Rebuttal Expert Disclosures	July 15, 2020	September 21, 2020
Close of Discovery	August 14, 2020	October 21, 2020
Dispositive Motions	September 14, 2020	November 20, 2020
Motions in Limine	September 17, 2020	December 7, 2020
Pre-Trial memorandum	November 2, 2020	January 5, 2021
Trial	November 9, 2020	January 19, 2021

Notwithstanding, as discussed by the Parties during their meet and confer on March 23, 2020, Seibel and the Development Entities believe that additional time is necessary to complete discovery (*e.g.*, three months in addition to the above proposed dates). Caesars, Ramsay, and OHR believe that no further time is necessary for discovery. Seibel, Green, the Development Entities, and R Squared expressly reserve the right to move for an extension of the discovery deadlines beyond those set forth above and a continuation of trial at the conclusion of the two-month stay.

V. CURRENT TRIAL DATE.

This case is set to be tried on a five-week stack beginning on November 9, 2020, at 9:30 a.m., pursuant to the Fourth Scheduling Order. The Parties request that the Court continue the trial until January 19, 2021 or as soon thereafter as its calendar permits, to allow adequate time for the Parties to complete discovery and for the Court to hear dispositive motions. Given the proposed extensions and good cause appearing, the Parties respectfully request that this Court vacate the November 9, 2020, trial date in this matter and that the Court issue an amended scheduling order reflecting the deadlines and trial date proposed by the Parties.

The Parties represent that this stipulation is sought in good faith, is not interposed for delay, and is not filed for an improper purpose.

Respectfully submitted by:

DATED April 14, 2020

DATED April 13, 2020

PISANELLI BICE PLLC

BAILEY KENNEDY

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, NV 89101

By: /s/ Joshua P. Gilmore
John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
Stephanie J. Glantz, Esq., Bar No. 14878
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Las Vegas, NV 89148-1302

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

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

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

DATED April 14, 2020

DATED April 13, 2020

LEBENSFELD SHARON & SCHWARTZ P.C.

FENNEMORE CRAIG, P.C.

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

By: /s/ John Tennert
John Tennert, Esq. (SBN 11728)
300 East 2nd Street, Suite 1510
Reno, NV 89501

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

Attorneys for Gordon Ramsay

*Attorneys for The Original Homestead
Restaurant, Inc*

HEARING DATE(S)
ENTERED IN
ODYSSEY

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

ORDER

Based on the foregoing Stipulation of the Parties and good cause appearing therefor,

IT IS HEREBY ORDERED that this matter shall be stayed until May 22, 2020, subject to the limited exceptions listed above;

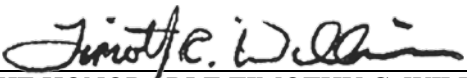
IT IS HEREBY ORDERED that a status check hearing is set for April 29, 2020 @ 9am, a date in the next two weeks, subject to the Court's availability; and

IT IS HEREBY FURTHER ORDERED that the discovery deadlines in this matter following the stay are continued as follows:

<u>Deadline</u>	<u>Current Deadline</u>	<u>New Deadline</u>
Add parties or amend pleadings	February 4, 2019	No Change
Close of Fact Discovery	May 15, 2020	July 21, 2020
Initial Expert Disclosures	June 15, 2020	August 20, 2020
Rebuttal Expert Disclosures	July 15, 2020	September 21, 2020
Close of Discovery	August 14, 2020	October 21, 2020
Dispositive Motions	September 14, 2020	November 20, 2020
Motions in Limine	September 17, 2020	December 7, 2020
Pre-Trial memorandum	November 2, 2020	January 5, 2021
Trial	November 9, 2020	January 19, 2021

IT IS SO ORDERED.

DATED this 17th day of April 2020.



THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT

LB

AUTHORIZATIONS FOR ELECTRONIC SIGNATURES

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Monday, April 13, 2020 5:49 PM
To: Magali Mercera; TENNERT, JOHN; Alan Lebensfeld; Susan Russo; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittne T. Watkins; Cinda C. Towne
Subject: RE: Caesars adv. Seibel

CAUTION: External Email

You may affix my e-signature. Thanks. Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP
8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 789-4547 (direct) | JGilmore@BaileyKennedy.com
www.BaileyKennedy.com

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Monday, April 13, 2020 5:51 PM
To: Magali Mercera
Cc: Joshua Gilmore; Alan Lebensfeld; Susan Russo; Paul Williams; James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittne T. Watkins; Cinda C. Towne
Subject: Re: Caesars adv. Seibel

CAUTION: External Email

You may apply my e-signature.

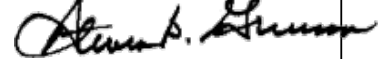
Sent from my iPhone

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Tuesday, April 14, 2020 6:06 AM
To: Magali Mercera; Joshua Gilmore; TENNERT, JOHN; Susan Russo; Paul Williams
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittne T. Watkins; Cinda C. Towne
Subject: RE: Caesars adv. Seibel

CAUTION: External Email

Magali, you may apply my e-signature to this version of the stipulation. Thank you.

Alan



James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
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btw@pisanellibice.com
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400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

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

AND ALL RELATED MATTERS.

To: Defendant GR Burgr LLC;

To: Kurt Heyman, its liquidating trustee;

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

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

3 DATED this 20th day of May 2020.

4 PISANELLI BICE PLLC

5 By: /s/ M. Magali Mercera

6 James J. Pisanelli, Esq., #4027
7 Debra L. Spinelli, Esq., #9695
8 M. Magali Mercera, Esq., #11742
9 Brittanie T. Watkins, Esq., #13612
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 20th day of May 2020, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF INTENT TO TAKE DEFAULT OF DEFENDANT GR BURGR LLC** to the following:

John R. Bailey, Esq.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302

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

John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
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Reno, NV 89501

Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
Lawrence J. Sharon, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

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

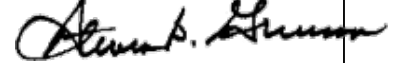
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

VIA E- MAIL (public pleading only)

Kurt Heyman, Esq.
HEYMAN ENERIO GATTUSO &
HIRZEL LLP
300 Delaware Ave., Suite 200
Wilmington, DE 19801
kheyman@hegh.law

Trustee for GR Burgr LLC

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC



NOTA

AARON D. LOVAAS, ESQ. SBN 5701
Newmeyer & Dillion LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169
Telephone: (702) 777-7500
Facsimile: (702) 777-7599
Aaron.Lovaas@ndlf.com

Attorneys for Nominal Plaintiff
GR BURGR LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited
liability company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOTICE OF APPEARANCE OF
COUNSEL**

TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT Aaron D. Lovaas, Esq. of the law firm of
NEWMYER & DILLION, LLP, located at 3800 Howard Hughes Parkway, Suite 700, Las
Vegas, NV 89169 hereby enters his appearance as counsel on behalf of Nominal

///

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Plaintiff, GR BURGR LLC.

Dated: this 9th day of June, 2020

NEWMEYER & DILLION LLP

By: 

AARON D. LOVAAS, ESQ. SBN 5701
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169
Telephone: (702) 777-7500
Facsimile: (702) 777-7599

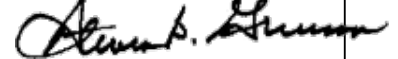
Attorneys for Nominal Plaintiff
GR BURGR LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9TH day of June, 2020, I served a true and correct copy of the foregoing **NOTICE OF APPEARANCE OF COUNSEL** by electronic service to all parties listed on the master service list pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR.



An employee of Newmeyer & Dillion LLP



ANSBU

AARON D. LOVAAS, ESQ. SBN 5701
NEWMYER & DILLION LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, Nevada 89169
Telephone: (702) 777-7500
Facsimile: (702) 777-7599
Aaron.Lovaas@ndlf.com

Attorneys for Nominal Plaintiff
GR BURGR, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR, LLC, a Delaware limited
liability company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOMINAL PLAINTIFF, GR BURGR, LLC's
ANSWER TO FIRST AMENDED
COMPLAINT**

NOMINAL PLAINTIFF, GR BURGR LLC, ("GRB,"), by and through its attorneys of
record, Aaron D. Lovaas, Esq. of the law firm of NEWMYER & DILLION LLP, hereby
answers the First Amended Complaint of DESERT PALACE, INC.; PARIS LAS VEGAS
OPERATING COMPANY, LLC; PHWLTV, LLC; and BOARDWALK REGENCY
CORPORATION dba CAESARS ATLANTIC CITY, ("Caesars") as follows:

4670.101 / 8816589.1

PRELIMINARY STATEMENT

1. The answering Nominal Plaintiff, GRB, answering paragraph 1 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. As to allegations regarding the various terms and requirements of the referenced "six agreements," GRB affirmatively alleges that said agreements speak for themselves.

2. The answering Nominal Plaintiff, GRB, answering paragraph 2 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

3. This answering Nominal Plaintiff, GRB, answering paragraph 3 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. As to matters of public record alleged in paragraph 3, GRB affirmatively alleges that said public records speak for themselves.

4. This answering Nominal Plaintiff, GRB, answering paragraph 4 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

5. This answering Nominal Plaintiff, GRB, answering paragraph 5 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. As to allegations regarding the various terms and requirements of the referenced "agreements" among various parties, GRB affirmatively alleges that said agreements speak for themselves.

6. This answering Nominal Plaintiff, GRB, answering paragraph 6 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. As to allegations regarding what the various parties to the present case may be "claiming" or "indicating," GRB affirmatively alleges that the papers and pleadings on file in this matter

1 speak for themselves.

2 7. This answering Nominal Plaintiff, GRB, answering paragraph 7 of the First
3 Amended Complaint, is presently without sufficient information to form a belief as to the
4 truth of the allegations contained within this paragraph and therefore denies the same. As
5 to specific allegations of fraudulent inducement attributed to GRB as one of the “Seibel-
6 Affiliated Entities” (as that term is defined in the First Amended Complaint), GRB denies
7 the same.

8 8. This answering Nominal Plaintiff, GRB, answering paragraph 8 of the First
9 Amended Complaint, incorporates by reference the responses above.

10 9. This answering Nominal Plaintiff, GRB, answering paragraph 9 of the First
11 Amended Complaint, is presently without sufficient information to form a belief as to the
12 truth of the allegations contained within this paragraph and therefore denies the same.

13 10. This answering Nominal Plaintiff, GRB, answering paragraph 10 of the First
14 Amended Complaint, is presently without sufficient information to form a belief as to the
15 truth of the allegations contained within this paragraph and therefore denies the same.

16 11. This answering Nominal Plaintiff, GRB, answering paragraph 11 of the First
17 Amended Complaint, is presently without sufficient information to form a belief as to the
18 truth of the allegations contained within this paragraph and therefore denies the same.

19 **PARTIES, JURISDICTION, AND VENUE**

20 12. This answering Nominal Plaintiff, GRB, answering paragraphs 12 - 17 of the
21 First Amended Complaint, admits the allegations therein, based on information and belief.

22 13. This answering Nominal Plaintiff, GRB, answering paragraph 18 of the First
23 Amended Complaint, admits the allegations therein as to the identification of the party,
24 based on information and belief. As to the factual allegations regarding the negotiation of
25 agreements, GRB is presently without sufficient information to form a belief as to the truth
26 of those allegations and therefore denies the same. As to the allegations describing
27 specific terms of the referenced agreements, GRB affirmatively alleges that said
28 agreements speak for themselves.

1 14. This answering Nominal Plaintiff, GRB, answering paragraph 19 of the First
2 Amended Complaint, admits the allegations therein as to the identification of the party,
3 based on information and belief. As to the remaining factual allegations of paragraph 19,
4 GRB is presently without sufficient information to form a belief as to the truth of those
5 allegations and therefore denies the same.

6 15. This answering Nominal Plaintiff, GRB, answering paragraph 20 of the First
7 Amended Complaint, admits the allegations therein as to the identification of the party,
8 based on information and belief. As to the factual allegations regarding the negotiation of
9 agreements, GRB is presently without sufficient information to form a belief as to the truth
10 of those allegations and therefore denies the same. As to the allegations describing
11 specific terms of the referenced agreements, GRB affirmatively alleges that said
12 agreements speak for themselves.

13 16. This answering Nominal Plaintiff, GRB, answering paragraph 21 of the First
14 Amended Complaint, admits the allegations therein as to the identification of the party,
15 based on information and belief. As to the factual allegations regarding the negotiation of
16 agreements, GRB is presently without sufficient information to form a belief as to the truth
17 of those allegations and therefore denies the same. As to the allegations describing
18 specific terms of the referenced agreements, GRB affirmatively alleges that said
19 agreements speak for themselves.

20 17. This answering Nominal Plaintiff, GRB, answering paragraph 22 of the First
21 Amended Complaint, admits the allegations therein as to the identification of the party,
22 based on information and belief. As to the remaining factual allegations of paragraph 22,
23 GRB is presently without sufficient information to form a belief as to the truth of those
24 allegations and therefore denies the same.

25 18. This answering Nominal Plaintiff, GRB, answering paragraph 23 of the First
26 Amended Complaint, admits the allegations therein as to the identification of the party,
27 based on information and belief. As to the factual allegations regarding the negotiation of
28 agreements, GRB is presently without sufficient information to form a belief as to the truth

1 of those allegations and therefore denies the same. As to the allegations describing
2 specific terms of the referenced agreements, GRB affirmatively alleges that said
3 agreements speak for themselves.

4 19. This answering Nominal Plaintiff, GRB, answering paragraph 24 of the First
5 Amended Complaint, admits the allegations therein as to the identification of the party,
6 based on information and belief. As to the remaining factual allegations of paragraph 24,
7 GRB is presently without sufficient information to form a belief as to the truth of those
8 allegations and therefore denies the same.

9 20. This answering Nominal Plaintiff, GRB, answering paragraph 25 of the First
10 Amended Complaint, admits the allegations therein as to the identification of GRB. As to
11 the allegations describing specific terms of the GRB Agreement, GRB affirmatively alleges
12 that said agreement speaks for itself.

13 21. This answering Nominal Plaintiff, GRB, answering paragraph 26 of the First
14 Amended Complaint, admits the allegations therein as to the identification of the party,
15 based on information and belief. As to the factual allegations regarding the negotiation of
16 agreements, GRB is presently without sufficient information to form a belief as to the truth
17 of those allegations and therefore denies the same. As to the allegations describing
18 specific terms of the referenced agreements, GRB affirmatively alleges that said
19 agreements speak for themselves.

20 22. This answering Nominal Plaintiff, GRB, answering paragraph 27 of the First
21 Amended Complaint, admits the allegations therein as to the identification of the party,
22 based on information and belief. As to the remaining factual allegations of paragraph 27,
23 GRB is presently without sufficient information to form a belief as to the truth of those
24 allegations and therefore denies the same.

25 23. This answering Nominal Plaintiff, GRB, answering paragraph 28 of the First
26 Amended Complaint, admits the allegations therein, based on information and belief.

27 / / /

28 / / /

STATEMENT OF FACTS

A. The Business Relationship Between Caesars and Mr. Seibel.

(a) *The MOTI Agreement.*

24. This answering Nominal Plaintiff, GRB, answering paragraphs 29 - 30 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations and therefore denies the same.

25. This answering Nominal Plaintiff, GRB, answering paragraphs 31 - 37 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

26. This answering Nominal Plaintiff, GRB, answering paragraphs 38 - 39 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(b) *The DNT Agreement.*

27. This answering Nominal Plaintiff, GRB, answering paragraph 40 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

28. This answering Nominal Plaintiff, GRB, answering paragraph 41 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

29. This answering Nominal Plaintiff, GRB, answering paragraphs 42 - 48 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

30. This answering Nominal Plaintiff, GRB, answering paragraph 49 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(c) The TPOV Agreement.

31. This answering Nominal Plaintiff, GRB, answering paragraph 50 - 57 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

32. This answering Nominal Plaintiff, GRB, answering paragraph 58 - 59 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

(d) The LLTQ Agreement.

33. This answering Nominal Plaintiff, GRB, answering paragraph 60 - 67 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

34. This answering Nominal Plaintiff, GRB, answering paragraph 68 - 69 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

35. This answering Nominal Plaintiff, GRB, answering paragraph 70 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

36. This answering Nominal Plaintiff, GRB, answering paragraph 71 of the First Amended Complaint, is presently without sufficient information to form a belief as to the

truth of the allegations and therefore denies the same.

(e) The GR BURGR Agreement.

37. This answering Nominal Plaintiff, GRB, answering paragraphs 72 - 78 of the First Amended Complaint, admits the allegations therein, based on information and belief. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

38. This answering Nominal Plaintiff, GRB, answering paragraph 79 of the First Amended Complaint, (a) affirmatively alleges that the terms of the agreements referenced therein speak for themselves; (b) has no capacity to answer on behalf of Mr. Seibel; and (c) has no capacity to admit or deny whether GRB was "obligated" as alleged under the terms of the referenced agreement as to do so calls for the expression of a legal conclusion.

39. This answering Nominal Plaintiff, GRB, answering paragraph 80 - 81 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(f) The FERG Agreement.

40. This answering Nominal Plaintiff, GRB, answering paragraph 82 - 89 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said agreements speak for themselves.

41. This answering Nominal Plaintiff, GRB, answering paragraph 90 - 91 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same.

42. This answering Nominal Plaintiff, GRB, answering paragraph 92 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced agreements, GRB affirmatively alleges that said

1 agreements speak for themselves.

2 43. This answering Nominal Plaintiff, GRB, answering paragraph 93 of the First
3 Amended Complaint, is presently without sufficient information to form a belief as to the
4 truth of those allegations and therefore denies the same. As to the allegations describing
5 what Caesars "contends" and/or what FERG "has asserted," GRB affirmatively alleges
6 that the papers and pleadings on file in this matter speak for themselves.

7 **B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities Rendered**
8 **Him Unsuitable Under the Seibel Agreements.**

9 44. This answering Nominal Plaintiff, GRB, answering paragraph 94 of the First
10 Amended Complaint, is presently without sufficient information to form a belief as to the
11 truth of the allegations contained within this paragraph and therefore denies the same.

12 **(a) Mr. Seibel set up numbered UBS accounts in Switzerland and**
13 **concealed them from the United States government.**

14 45. This answering Nominal Plaintiff, GRB, answering paragraphs 95 - 100 of
15 the First Amended Complaint, is presently without sufficient information to form a belief as
16 to the truth of the allegations contained within this paragraph and therefore denies the
17 same.

18 **(b) In 2008, Mr. Seibel closed his UBS account and opened a new**
19 **account.**

20 46. This answering Nominal Plaintiff, GRB, answering paragraph 101 - 102 of
21 the First Amended Complaint, is presently without sufficient information to form a belief as
22 to the truth of the allegations contained within this paragraph and therefore denies the
23 same.

24 **(c) Mr. Seibel filed incomplete and inaccurate tax returns.**

25 47. This answering Nominal Plaintiff, GRB, answering paragraph 103 - 105 of
26 the First Amended Complaint, is presently without sufficient information to form a belief as
27 to the truth of those factual allegations and therefore denies the same. As to the
28 allegations contained in those paragraphs describing various reporting and filing

obligations of United States citizens, GRB affirmatively alleges that the United States Internal Revenue Code and related regulations speak for themselves.

(d) Mr. Seibel provided false application to voluntary disclosure program.

48. This answering Nominal Plaintiff, GRB, answering paragraph 106 - 108 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

49. This answering Nominal Plaintiff, GRB, answering paragraph 109 - 110 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the factual allegations therein and therefore denies the same. As to the allegations of those paragraphs describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

50. This answering Nominal Plaintiff, GRB, answering paragraph 111 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

C. Caesars Exercises Its Sole Discretion to Terminate the Agreements with the Seibel-Affiliated Entities.

51. This answering Nominal Plaintiff, GRB, answering paragraph 112 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(a) Termination of the MOTI Agreement.

52. This answering Nominal Plaintiff, GRB, answering paragraph 113 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

/ / /

(b) Termination of the DNT Agreement.

53. This answering Nominal Plaintiff, GRB, answering paragraph 114 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

54. This answering Nominal Plaintiff, GRB, answering paragraph 115 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

(c) Termination of the TPOV Agreement.

55. This answering Nominal Plaintiff, GRB, answering paragraph 116 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(d) Termination of the LLTQ Agreement.

56. This answering Nominal Plaintiff, GRB, answering paragraph 117 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(e) Termination of the GRB Agreement.

57. This answering Nominal Plaintiff, GRB, answering paragraph 118 of the First Amended Complaint, admits it received the referenced letter from Caesars dated on or about September 2, 2016. GRB affirmatively alleges that said letter speaks for itself.

58. This answering Nominal Plaintiff, GRB, answering paragraph 119 of the First Amended Complaint, admits the GRB Agreement was terminated.

/ / /

(f) Termination of the FERG Agreement.

59. This answering Nominal Plaintiff, GRB, answering paragraph 120 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letter, GRB affirmatively alleges that said letter speaks for itself.

(g) The Seibel-Affiliated Entities dispute the propriety of the termination of their agreements with Caesars.

60. This answering Nominal Plaintiff, GRB, answering paragraphs 121 - 122 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing specific terms of the referenced letters, GRB affirmatively alleges that said letters speak for themselves.

D. Legal Proceedings Involving Caesars and the Defendants.

(a) Contested matters involving Caesars Palace, CAC, LLTQ, FERG, and MOTI.

61. This answering Nominal Plaintiff, GRB, answering paragraph 123 - 128 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

(b) Litigation involving GRB and Planet Hollywood.

62. This answering Nominal Plaintiff, GRB, answering paragraph 129 - 131 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

/ / /

(c) Nevada Federal District Court litigation involving TPOV and Paris.

63. This answering Nominal Plaintiff, GRB, answering paragraph 132 - 133 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. As to the allegations describing matters of public record, GRB affirmatively alleges that said public records speak for themselves.

E. Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities Were Engaged in a Kickback Scheme.

64. This answering Nominal Plaintiff, GRB, answering paragraph 134 - 143 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

65. This answering Nominal Plaintiff, GRB, answering paragraph 144 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same. To the extent said allegations are directed towards GRB as a "Seibel-Affiliated Entity," GRB denies the same.

COUNT I

(Declaratory Judgment Against All Defendants Declaring That Caesars Properly Terminated All of the Seibel Agreements)

66. This answering Nominal Plaintiff, GRB, answering paragraph 145 of the First Amended Complaint, incorporates by reference the responses above.

67. This answering Nominal Plaintiff, GRB, answering paragraph 146 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation of NRS 30.040(1), which speaks for itself.

68. This answering Nominal Plaintiff, GRB, answering paragraph 147 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere

1 recitation that the parties hereto have a dispute, which is evident from the existence of this
2 litigation, the papers and pleadings on file in which speak for themselves.

3 69. This answering Nominal Plaintiff, GRB, answering paragraph 148 of the First
4 Amended Complaint, lacks the capacity to either admit or deny as the determination of
5 whether Caesars “properly exercised” its discretion under the various alleged agreements
6 calls for a legal conclusion.

7 70. This answering Nominal Plaintiff, GRB, answering paragraph 149 of the First
8 Amended Complaint, neither admits nor denies the fact that Caesars requests any
9 particular relief. GRB affirmatively alleges that the First Amended Complaint speaks for
10 itself as to the relief sought by Caesars.

11 COUNT II

12 **(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not** 13 **Have Any Current or Future Obligations to Defendants Under the Seibel** 14 **Agreements)**

15 71. This answering Nominal Plaintiff, GRB, answering paragraph 150 of the First
16 Amended Complaint, incorporates by reference the responses above.

17 72. This answering Nominal Plaintiff, GRB, answering paragraph 151 of the First
18 Amended Complaint, neither admits, nor denies said paragraph as the same is a mere
19 recitation of NRS 30.040(1), which speaks for itself.

20 73. This answering Nominal Plaintiff, GRB, answering paragraph 152 of the First
21 Amended Complaint, neither admits, nor denies said paragraph as the same is a mere
22 recitation that the parties hereto have a dispute, which is evident from the existence of this
23 litigation, the papers and pleadings on file in which speak for themselves.

24 74. This answering Nominal Plaintiff, GRB, answering paragraph 153 of the First
25 Amended Complaint, lacks the capacity to either admit or deny as the determination of
26 whether Caesars “ha[s] any current or future financial obligations or commitments to Mr.
27 Seibel or the Seibel-Affiliated Entities” calls for a legal conclusion.

28 75. This answering Nominal Plaintiff, GRB, answering paragraph 154 of the First

1 Amended Complaint, is presently without sufficient information to form a belief as to the
2 truth of those allegations and therefore denies the same. As to the allegations describing
3 specific terms of the referenced agreements, GRB affirmatively alleges that said
4 agreements speak for themselves.

5 76. This answering Nominal Plaintiff, GRB, answering paragraph 155 of the First
6 Amended Complaint, is presently without sufficient information to form a belief as to the
7 truth of those allegations and therefore denies the same. To the extent “fraudulent
8 inducement” is alleged in this paragraph against GRB as one of the “Seibel-Affiliated
9 Entities,” GRB denies the same.

10 77. This answering Nominal Plaintiff, GRB, answering paragraph 156 of the First
11 Amended Complaint, is presently without sufficient information to form a belief as to the
12 truth of the allegations contained within this paragraph and therefore denies the same.

13 78. This answering Nominal Plaintiff, GRB, answering paragraph 157 of the First
14 Amended Complaint, is presently without sufficient information to form a belief as to the
15 truth of those allegations and therefore denies the same. To the extent “fraudulent
16 inducement” is alleged in this paragraph against GRB as one of the “Seibel-Affiliated
17 Entities,” GRB denies the same.

18 79. This answering Nominal Plaintiff, GRB, answering paragraph 158 of the First
19 Amended Complaint, is presently without sufficient information to form a belief as to the
20 truth of those allegations and therefore denies the same. To the extent a breach of the
21 referenced agreements is alleged in this paragraph against GRB as one of the “Seibel-
22 Affiliated Entities,” GRB denies the same.

23 80. This answering Nominal Plaintiff, GRB, answering paragraph 159 – 160 of
24 the First Amended Complaint, neither admits nor denies the fact that Caesars requests
25 any particular relief. GRB affirmatively alleges that the First Amended Complaint speaks
26 for itself as to the relief sought by Caesars.

27 / / /

28 / / /

COUNT III**(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and Gordon Ramsay)**

81. This answering Nominal Plaintiff, GRB, answering paragraph 161 of the First Amended Complaint, incorporates by reference the responses above.

82. This answering Nominal Plaintiff, GRB, answering paragraph 162 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation of NRS 30.040(1), which speaks for itself.

83. This answering Nominal Plaintiff, GRB, answering paragraph 163 of the First Amended Complaint, neither admits, nor denies said paragraph as the same is a mere recitation that the parties hereto have a dispute, which is evident from the existence of this litigation, the papers and pleadings on file in which speak for themselves.

84. This answering Nominal Plaintiff, GRB, answering paragraph 164 - 168 of the First Amended Complaint, lacks the capacity to either admit or deny as the determination of whether the terms of the referenced agreements are "unenforceable," "overbroad," "indefinite," "vague," and "ambiguous" calls for a legal conclusion.

85. This answering Nominal Plaintiff, GRB, answering paragraph 169 - 170 of the First Amended Complaint, neither admits nor denies the fact that Caesars requests any particular relief. GRB affirmatively alleges that the First Amended Complaint speaks for itself as to the relief sought by Caesars.

COUNT IV**(Civil Conspiracy Against Mr. Seibel and Mr. Green)**

86. This answering Nominal Plaintiff, GRB, answering paragraph 171 of the First Amended Complaint, incorporates by reference the responses above.

87. This answering Nominal Plaintiff, GRB, answering paragraphs 172 - 176 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT V

(Breaches of Implied Covenants of Good Faith and Fair Dealing Against MOTI, DNT, TPOV, LLTQ, GR BURGR, and FERG)

88. This answering Nominal Plaintiff, GRB, answering paragraph 177 of the First Amended Complaint, incorporates by reference the responses above.

89. This answering Nominal Plaintiff, GRB, answering paragraph 178 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations regarding the MOTI, DNT, TPOV, LLTQ, and FERG Agreements and therefore denies the same. Specifically with respect to the GR BURGR Agreement, GRB lacks the capacity to either admit or deny as the determination of whether the agreement constituted a “valid, binding, and enforceable” contract calls for a legal conclusion.

90. This answering Nominal Plaintiff, GRB, answering paragraph 179 of the First Amended Complaint neither admits, nor denies said paragraph as the same is a mere recitation of Nevada law, which speaks for itself.

91. This answering Nominal Plaintiff, GRB, answering paragraph 180 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

92. This answering Nominal Plaintiff, GRB, answering paragraph 181 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of the allegations contained within this paragraph and therefore denies the same.

93. This answering Nominal Plaintiff, GRB, answering paragraph 182 - 183 of the First Amended Complaint, is presently without sufficient information to form a belief as to the truth of those allegations and therefore denies the same. To the extent a breach of the implied covenant of good faith and fair dealing is alleged against GRB and/or damages sought from GRB specifically, GRB denies the same.

/ / /

/ / /

COUNT VI

(Unjust Enrichment Against Mr. Seibel & Mr. Green)

94. This answering Nominal Plaintiff, GRB, answering paragraph 184 of the First Amended Complaint, incorporates by reference the responses above.

95. This answering Nominal Plaintiff, GRB, answering paragraph 185 - 190 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT VII

(Intentional Interference with Contractual Relations Against Rowen Seibel and Craig Green)

96. This answering Nominal Plaintiff, GRB, answering paragraph 191 of the First Amended Complaint, incorporates by reference the responses above.

97. This answering Nominal Plaintiff, GRB, answering paragraph 192 - 198 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

COUNT VIII

(Fraudulent Concealment Against Rowen Seibel and Craig Green)

98. This answering Nominal Plaintiff, GRB, answering paragraph 199 of the First Amended Complaint, incorporates by reference the responses above.

99. This answering Nominal Plaintiff, GRB, answering paragraph 200 - 206 of the First Amended Complaint, neither admits, nor denies said allegations as the same are specifically directed at parties other than GRB.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The First Amended Complaint on file herein fails to state a claim against GRB upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Caesars' claims are barred, in whole or in part, by the doctrine of waiver, estoppel,

1 and/or laches.

2 **THIRD AFFIRMATIVE DEFENSE**

3 Caesars' claims are barred, in whole or in part, by reason of the fact that if Caesars
4 suffered any injury or damages, which is expressly and specifically denied, that any such
5 injury or damage was caused in whole or in part by the acts, omissions and conduct of
6 Caesars.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 Caesars' claims are barred, in whole or in part, by reason of the fact that if Caesars
9 suffered any injury or damages, which is expressly and specifically denied, that any such
10 injury or damage was caused in whole or in part by the acts, omissions and conduct of
11 other parties over which GRB had no supervision or control.

12 **FIFTH AFFIRMATIVE DEFENSE**

13 Caesars' claims are barred, in whole or in part, by Caesars' failure to mitigate
14 damages.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 Any conduct or omissions by GRB were not the cause in fact or proximate cause
17 of any injury or damages alleged by Caesars.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 If GRB failed to perform any contractual obligation, which is expressly and
20 specifically denied, GRB was prevented from such performance by the actions of Caesars.

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 If GRB failed to perform any contractual obligation, which is expressly and
23 specifically denied, GRB was prevented from such performance by the actions of other
24 parties over which GRB had no supervision or control.

25 **NINTH AFFIRMATIVE DEFENSE**

26 GRB hereby incorporates by reference those affirmative defenses enumerated in
27 NRCP 8 for the specific reason of not waiving the same.

28 / / /

TENTH AFFIRMATIVE DEFENSE

GRB reserves the right to assert any additional affirmative defenses and matters in avoidance as may be disclosed during the course of additional investigation and discovery. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not plead and are not available after reasonable inquiry upon the filing of GRB's Answer, and therefore GRB reserves the right to amend this Answer to allege additional affirmative defenses if so warranted.

PRAYER

WHEREFORE, NOMINAL PLAINTIFF, GR BURGR, LLC prays for judgment against DESERT PALACE, INC.; PARIS LAS VEGAS OPERATING COMPANY, LLC; PHWLTV, LLC; and BOARDWALK REGENCY CORPORATION dba CAESARS ATLANTIC CITY, as follows:

1. That Plaintiff take nothing by way of this action;
2. For the cost of suit incurred herein;
3. For attorney's fees and costs; and
4. For such other and further relief as the Court deems just and proper.

Dated: this 19th day of June, 2020

NEWMEYER & DILLION LLP

By: 

AARON D. LOVAAS, ESQ. SBN 5701
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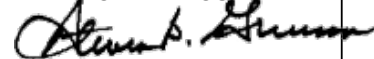
Attorneys for Nominal Plaintiff
GR BURGR, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of June, 2020, I served a true and correct copy of the foregoing **NOMINAL PLAINTIFF, GR BURGR, LLC's ANSWER TO FIRST AMENDED COMPLAINT** by electronic service to all parties listed on the master service list pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR.

Yolanda Nance

An employee of Newmeyer & Dillion LLP



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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

HEARING REQUESTED

**CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE
BASIS OF ATTORNEY-CLIENT
PRIVILEGE PURSUANT TO THE
CRIME-FRAUD EXCEPTION**

1 After years of litigation, it is now beyond clear that Rowen Seibel ("Seibel") and the
2 Seibel-Affiliated Entities¹ engaged in a scheme to defraud Caesars.² It is already well-established
3 that Seibel intentionally hid his crimes, his felony conviction, and his sentencing from Caesars.
4 Indeed, had news of his sentencing in August 2016 not hit the media, it is clear that Seibel would
5 have never disclosed this material information to Caesars at all. However, discovery has revealed
6 that Seibel's actions were even more duplicitous than originally suspected. Not only did Seibel
7 hide his crimes, he also devised a scheme whereby he lied to Caesars, claiming that he
8 purportedly divested himself of any interests or benefits related to the Seibel Agreements, while
9 secretly entering into an agreement with his wife to continue to reap the benefits of those
10 agreements behind Caesars' back. Worse still, Seibel used his attorneys to assist him in this
11 scheme. That type of behavior – using his attorneys to perpetuate a fraud – erodes the confidence
12 in the attorney client privilege and serves to destroy any protections that are generally afforded to
13 communications between client and attorney. Here, Seibel once again proves that he is his own
14 worst enemy and, in attempting to defraud Caesars, has opened the door to communications with
15 his attorneys regarding the devices used to perpetuate the fraud – namely, communications about
16 the Seibel Family 2016 Trust and the prenuptial agreement between Seibel and his wife.

17 ///

24 ¹ TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ
25 Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"),
26 FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI
27 16"), and DNT Acquisition, LLC ("DNT") are collectively referred to herein as the Seibel-
Affiliated Entities. Seibel, Craig Green ("Green"), and the Seibel-Affiliated Entities are
collectively referred to herein as the Seibel Parties.

28 ² Plaintiffs Desert Palace Inc. ("Caesars Palace"), Paris Las Vegas Operating Company,
LLC ("Paris"), PHWLTV, LLC ("Planet Hollywood") and Boardwalk Regency Corporation d/b/a
Caesars Atlantic City ("CAC") are collectively referred to herein as "Plaintiffs" or "Caesars."

1 This Motion is based on NRS § 49.115(1), NRCP 26, and EDCR 2.34 and is supported
2 by the following Memorandum of Points and Authorities, the exhibits attached hereto, the
3 pleadings and papers on file in this action, and any and all oral argument allowed by this Court at
4 the time of hearing on this matter.

5 DATED this 6th day of January 2021.

6 PISANELLI BICE PLLC

7 By: /s/ M. Magali Mercera

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21 *PHWL, LLC; and Boardwalk Regency*

22 *Corporation d/b/a Caesars Atlantic City*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The attorney-client relationship and the protections afforded to communications in that relationship are designed to allow clients to freely and openly communicate with their counsel and to allow attorneys to obtain all information necessary to zealously represent their clients. But the protections afforded to such communications are not absolute. In fact, the attorney client privilege does not extend to communications where a client uses the attorney's services to perpetuate a crime or fraud. All evidence in this case proves that Seibel did exactly that.

Specifically, after Seibel knew that his conviction was a foregone conclusion and in an effort to continue to hide his crimes from Caesars, Seibel used his attorneys to further a scheme whereby he told Caesars he was no longer associated with or benefitting from the Seibel-Affiliated Entities while simultaneously using those same attorneys to negotiate a separate agreement with his soon-to-be wife to ensure that he would continue to get a piece of the pie. The law does not countenance this type of behavior. Any and all communications regarding this scheme are now subject to disclosure.

II. STATEMENT OF FACTS AND RELEVANT PROCEDURAL HISTORY

A. Seibel Engages in Criminal Activity and Caesars Terminates Its Relationship with Seibel and the Seibel-Affiliated Entities Based on Seibel's Unsuitability.

As this Court knows, this action centers around Caesars' rightful termination of its previous agreements with Seibel and the Seibel-Affiliated Entities (collectively, the "Seibel Agreements"). Because of the highly regulated nature of Caesars' business, each of the Seibel Agreements contained representations, warranties, and conditions to ensure that Caesars was not involved in a business relationship with an unsuitable individual and/or entity. (First Am. Compl. ¶ 1, on file.) However, as all now know, Seibel was engaged in criminal conduct that not only rendered him unsuitable to do business with a gaming licensee, but also potentially jeopardized Caesars' good standing with regulators.³

³ Indeed, [REDACTED] (See Ex. 1, Email [REDACTED])

1 Although at the time Seibel hid his crimes, his conviction, and even his sentencing from
2 Caesars, we now know that Seibel began using foreign bank accounts to defraud the IRS in 2004.
3 (First Am. Compl. ¶ 2.) In 2016, after years of investigations, numerous tolling agreements and
4 plea negotiations with the U.S. Government, Seibel pleaded guilty to one count of corrupt
5 endeavor to obstruct and impede the due administration of the Internal Revenue Laws, 26 U.S.C.
6 § 7212, Class E Felony. (*Id.* ¶ 2-3.) ***Seibel never informed Caesars that he was engaging in***
7 ***criminal activity, being investigated for it, or that he pled guilty to defrauding the IRS.*** (*Id.* ¶ 4.)
8 Once Caesars found out through news reports that Seibel pleaded guilty to a felony, Caesars
9 terminated the agreements – as it was expressly allowed to do – due to Seibel's unsuitability and
10 failure to disclose. (*Id.* ¶ 5.)

11 Before Caesars learned the truth of Seibel's felonious conduct and in an effort to conceal
12 his criminal conviction while still reaping the benefits of his relationship with Caesars – ***a mere***
13 ***ten days before entering his guilty plea*** – Seibel informed Caesars that he was (i) transferring all
14 of the membership interests under the Seibel Agreements that he previously owned to two
15 individuals that would be trustees of a trust he created; (ii) naming other individuals as the
16 managers of these entities; (iii) assigning the Seibel Agreements to new entities;⁴ and (iv)
17 delegating all of his duties under the Seibel Agreements to J. Jeffrey Frederick. (*Id.* ¶ 111.) ***Seibel***
18 ***did not disclose that he decided to perform these purported assignments, transfers, and***
19 ***delegations because of his impending felony conviction.*** (*Id.*) Indeed, these purported transfers
20 were made specifically to avoid the termination and, in this litigation, Seibel alleges that his
21 unsuitability "***is immaterial and irrelevant because, inter alia, he assigned his interests, if any,***
22 ***in Defendants or the contracts.***" (See, e.g., Def. Seibel's Answer to Pl.'s Compl., July 3, 2018,
23 Twelfth Affirmative Defense, on file.)
24
25

26 from David Staley to Sue Carletta, Aug. 24, 2016) [REDACTED]
27 [REDACTED]
28 [REDACTED]

⁴ The new entities were comprised of TPOV 16, LLTQ 16, MOTI 16, and FERG 16.

1 In correspondence to Caesars following its discovery of Seibel's unsuitability and in an
2 effort to override the termination of the Seibel Agreements, Seibel's long-time counsel, Brian
3 Ziegler ("Ziegler"), represented to Caesars that "*great care was taken to ensure that the trust*
4 *would never have an unpermitted association with an Unsuitable Person and, as you can see,*
5 *the trust is to be guided by your . . . determination.*" (Ex. 2, Letter from Brian Ziegler, Esq. to
6 Mark Clayton, Esq., Sept. 16, 2016, at 2 (emphasis added).) Ziegler went further to claim that
7 [REDACTED]
8 [REDACTED] (Ex. 3, Email
9 from Brian Ziegler, Esq. to Mark Clayton, Esq., Sept. 19, 2016 (emphasis added).) But discovery
10 has shown that Seibel *always* intended to receive benefits/distributions from the Seibel Family
11 2016 Trust. Indeed, Seibel took steps – with the assistance of his attorneys – to be able to do so.

12 **B. Seibel and the Seibel-Affiliated Entities Engage in a Scheme to Defraud**
13 **Caesars.**

14 Shortly before he pleaded guilty, Seibel undertook a complex scheme that involved (1)
15 creating new entities to which he was purportedly assigning the interests in the Seibel
16 Agreements; (2) creating the Seibel Family 2016 Trust to receive the income from said entities;
17 and (3) entering into a prenuptial agreement with his soon to be wife to, in part, continue
18 benefitting from the Seibel Agreements. From the outside it would seem that each of these acts
19 would serve a legitimate purpose, but upon further investigation, it is clear that it was all a sham
20 to only make it seem that Seibel was no longer involved or receiving benefits from the Seibel
21 Agreements. The timeline and the facts show the true, nefarious purpose of each of these actions.

22 As mentioned above, Seibel entered into various tolling agreements with the U.S.
23 Government before he was ultimately indicted for his crime. While each contained generally the
24 same language, when Seibel ultimately made the decision to plead guilty *–without informing*
25 *Caesars* – the tolling agreement between Seibel and the U.S. Government [REDACTED]

26 [REDACTED]

27 [REDACTED] (Ex. 4, Statute of Limitations Tolling
28 Agreement, Jan. 26, 2016 (emphasis added).) Thereafter, Seibel began working with his attorneys

1 and Green to create new entities which would purportedly be assigned the Seibel Agreements.
2 (*See, e.g.*, Ex. 5, Limited Liability Company Agreement of FERG 16, LLC, Mar. 31, 2016.) After
3 the entities were created, Seibel sent letters to Caesars purporting to assign the Seibel
4 Agreements. (*See, e.g.*, Ex. 6, Letter from Seibel to Caesars, Apr. 8, 2016.) In each of those
5 letters, Seibel told Caesars that the agreements would be assigned to the new entities whose
6 membership interests were ultimately owned by the Seibel Family 2016 Trust.⁵ (*Id.*) Seibel told
7 Caesars that the *sole beneficiaries* of the Seibel Family 2016 Trust were Netty Wachtel Slushny,
8 Bryn Dorfman, and potential descendants of Seibel. (*Id.*). Further, Seibel represented that,
9 "[o]ther than the parties described in th[e] letter[s], there [were] no other parties that have any
10 management rights, powers or responsibilities regarding, or equity or financial interests in" the
11 new entities. (*Id.*)

12 Unbeknownst to Caesars, these representations were false when made and remain false
13 today. At or around the same time that Seibel set-up the new entities and purported to assign the
14 Seibel Agreements, Seibel was negotiating a prenuptial agreement with his soon-to-be wife that
15 would [REDACTED]

16 [REDACTED]
17 [REDACTED]. Specifically, the prenuptial agreement unequivocally states:

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25
26
27
28 ⁵ For some of the entities, approximately less than 1% of the membership interests were also owned by Green, Ziegler, Carly Ziegler, and Ali Ziegler. (*See, e.g.*, Ex. 7, Letter from Seibel to Caesars, Apr. 8, 2016.)

(Ex. 8, Prenuptial Agreement, at 5-7 (emphasis added)). Further, the prenuptial agreement defines

[REDACTED]

[REDACTED] (*Id.* at 9.)

Importantly, for the analysis here, Seibel used his lawyers to obtain advice about setting up the trust and its interplay with the prenuptial agreement:

Q. Are you familiar with a prenuptial agreement between Mr. Seibel and Ms. Krief, also known as Ms. Dorfman?

A. I'm familiar with it to the extent I know it exists, yes.

Q. When did you become aware of that document's existence?

A. At and around the time of its execution and then -- drafting and execution.

....

Q. Were you involved in the drafting of this document?

A. I did not draft this. *I was aware that it was being drafted and, if my memory is right, I was consulted as to what certain of the provisions and certainly the business aspects behind it.*

....

Q. Yeah, my question is simply, *did you provide legal advice regarding the prenuptial agreement to Mr. Seibel?* Not what that legal advice was, just did you provide legal advice to Mr. Seibel with respect to the prenuptial agreement?

A. I think the answer would be *yes*.

(Ex. 9, Seibel Family Trust 30(b)(6) Dep. Tr., Oct. 8, 2020, at 61:25-62:8, 63:25-64:5, 66:2-8 (emphasis added).)

Indeed, Seibel sought advice not only from Ziegler, but from Lisa Hunter, Esq., the attorney who drafted the Seibel Family 2016 Trust, and other attorneys at Certilman Balin involved in setting up the new entities. (*Id.* at 205:7-20; *see also* Ex. 10, The Seibel Parties' Privilege Log, Dec. 18, 2020.) Seibel testified that at least one of the reasons he created the Seibel Family 2016 Trust was to prevent Caesars from terminating his interests because of his unsuitability. (Ex. 11, Rowen Seibel Dep. Tr., Vol. II, Sept. 25, 2019, at 485:11-486:2.) Both he and his attorneys represented to Caesars that he was *completely disconnected from receiving*

1 *benefits from the Seibel Family 2016 Trust and the business interests with Caesars* – a lie
2 intended to defraud Caesars to prevent the termination of the Seibel Agreements.

3 Tellingly, in this litigation, Seibel initially denied that he had a prenuptial agreement with
4 his wife or any agreement that related to allocation of funds from the Seibel Family 2016 Trust:

5 Q. Do you and your wife have a prenuptial agreement?

6 A. No.

7 Q. No? Do you have any agreements or understanding as it relates to
8 allocation of funds from the family trust you've told us about?

9 A. No.

10 (Ex. 12, Rowen Seibel Dep. Tr., Vol. I, Sept. 24, 2019, at 134:6-13.) However, when presented
11 with evidence that a prenuptial agreement had been prepared, *Seibel lied again* and testified –
12 under oath – that it was nullified:

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Q. And does this refresh your recollection that Mr. Angelo was working on a
18 prenuptial agreement for you --

19 A. Yes.

20 Q. -- in this time period?

21 A. Yes.

22 Q. Does this refresh your recollection of whether or not you finalized a
23 prenuptial agreement?

24 A. Yes.

25 Q. What is the answer to that?

26 A. We did finalize it and then we just discarded it.

27 Q. What do you mean?

28 A. Well, we were going to do a prenup and we decided against it.

Q. I see. So it was finalized by – in other words, Mr. Angelo's work on it was
completed?

1 A. Yes.

2 Q. Did you ever sign it?

3 A. Yes.

4 Q. Did your wife sign it?

5 A. Yes.

6 Q. And you just decided at some point not to worry about it anymore?

7 A. Yeah. She's a tough cookie.

8 Q. Did you nullify it?

9 A. I believe so.

10 Q. And by "nullify," you took some affirmative action to make sure that the
11 prenup was no longer in effect?

12 A. Yeah.

13 Q. When did that happen?

14 A. I think a couple days later.

15 (*Id.* at 151-25 - 153:15.) That, however, was also a lie.

16 Following his initial deposition, Caesars served discovery requests specifically asking
17 Seibel to produce any and all prenuptial agreements (Ex. 13, Caesars' Second Set of Requests for
18 Production of Documents to Rowen Seibel, Oct. 3, 2019, at 5:24-27 ("Please identify and produce
19 any and all Prenuptial Agreements You entered into, with Bryn Dorfman, including, but not
20 limited to, any amendments, modifications, and/or nullifications thereof.")) In response, Seibel
21 and his attorneys feigned righteous indignation that Caesars would even request production of the
22 prenuptial agreement and refused to produce the prenuptial agreement relying on boilerplate
23 objections, including falsely alleging that the discovery Caesars sought was not relevant to any
24 claims or defense. Faced with the discovery request, however, *Seibel was forced to admit that a*
25 *prenuptial agreement did in fact exist and it had not been nullified:*

26 **Response to Request No. 128:**

27 Mr. Seibel objects to this request as being harassing, oppressive and an invasion
28 of his privacy and that of his wife, Bryn Dorfman, who is a non-party to this
action. Also, under NRCP 26(b)(1), the request does not concern a matter that is
relevant to any party's claims or defenses and proportional to the needs of the

case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefits. Finally, this request (preceded by 127 other requests for production in this action) seeks information or documents beyond the scope of the subject matter of this litigation and, accordingly, seeks information or documents which are non-discoverable and unduly burdensome. ***Mr. Seibel, therefore, will not produce any Prenuptial Agreements, but states, without prejudice to his objections, that there is only one such agreement and that no amendments, modifications, and/or nullifications of that agreement exist or ever existed.***

(Ex. 14, Response to Caesars' Second Set of Requests for Production of Documents to Rowen Seibel, Nov. 4, 2019, at 2:8-21 (emphasis added).) The lies about the prenuptial agreement did not stop there.

During her deposition, unable to lie about the existence of the prenuptial agreement, Seibel's wife, Bryn Dorfman ("Dorfman"), instead lied about the content thereof. Specifically, during her deposition, Dorfman testified – under oath – that the prenuptial agreement did not mention the Seibel Family 2016 Trust nor did it direct how distributions from the trust would be managed:

Q. I don't want to know the full contents of the prenuptial agreement at this time, but the question I do want to ask you is, ***is there any provision in that agreement that requires you to share the distributions that you receive from the Seibel Family 2016 Trust?***

A. ***No.***

Q. And is there any provision in the prenuptial agreement that allows you to share the distributions that you receive from the Seibel Family 2016 Trust?

A. ***No.***

Q. ***Is there any provision in the prenuptial agreement regarding the Seibel Family 2016 Trust?***

A. ***No.***

(Ex. 15, Bryn Dorfman Dep. Tr., Oct. 31, 2019, at 103:4-19.)

In the end, once the prenuptial agreement was finally produced, it was obvious from a plain reading of the document that it was an instrument designed to [REDACTED]

[REDACTED] despite telling Caesars that he was purportedly disassociated from them. At no time between April

2016 through the termination of the Seibel Agreements, did Seibel or his representatives reveal the existence of the prenuptial agreement or the impact it had on the representations being made to Caesars. (*See, e.g.*, Ex. 9, Seibel Family Trust 30(b)(6) Dep. Tr., Oct. 8, 2020, at 81:11-13.)

C. The Meet and Confer Efforts

On or about November 18, 2020, Caesars' counsel reached out to Seibel's counsel requesting a meet and confer regarding communications withheld on the Seibel Parties' privilege log related to the creation of (1) the prenuptial agreement between Seibel and Bryn Dorfman; and (2) the Seibel Family 2016 Trust. (Ex. 16, Email from M. Magali Mercera, Esq. to Josh Gilmore, Esq., Nov. 18, 2020.) Caesars explained that based upon the content of the prenuptial agreement and Ziegler's recent testimony, it believed that Seibel "used his lawyers to obtain advice about setting up the Trust and the interplay with the Prenuptial Agreement in an effort to hide the truth from Caesars." (*Id.*) As a result, the crime-fraud exception applied. (*Id.*) Not receiving a response, Caesars reached out again on November 24, 2020. (Ex. 17, Email from M. Magali Mercera, Esq. to Josh Gilmore, Esq., Nov. 24, 2020.) On November 25, 2020, Seibel's counsel responded indicating that they were working on a written response and anticipated providing that following the Thanksgiving holiday. (Ex. 18, Email from Josh Gilmore, Esq. to M. Magali Mercera, Esq., Nov. 25, 2020.) In the hope of obtaining a prompt resolution, Caesars' counsel requested that the parties discuss the issue during a meet and confer on November 25, 2020 that the parties were already scheduled to hold on another issue. (Ex. 19, Email from M. Magali Mercera, Esq. to Josh Gilmore, Esq., Nov. 25, 2020.) During an initial meet and confer on November 25, 2020, the parties generally discussed the dispute and were unable to reach an agreement. However, Seibel's counsel indicated he would respond in writing by close of business the following Monday to Caesars' allegations.

On November 30, 2020, Seibel's counsel responded indicating they disagreed with Caesars' contentions and arguing, among other things, that a prenuptial agreement was a legitimate and commonly utilized tool. (Ex. 20, Email from Josh Gilmore, Esq. to M. Magali Mercera, Esq., Nov. 30, 2020.) While Caesars does not disagree that a prenuptial agreement is generally a legitimate and commonly utilized tool, here the prenuptial agreement and the Seibel

1 Family 2016 Trust "were used here not for the purpose of simply managing assets in the event of
2 a divorce, but instead in an effort to hide Seibel's continued involvement with and receipt of the
3 benefits from the entities following his conviction and appear to have been designed to lessen the
4 impact of the same." (Ex. 21, Email from M. Magali Mercera, Esq. to Josh Gilmore, Esq., Dec. 8,
5 2020.) The parties held an additional, lengthy meet and confer on or around December 9, 2020
6 but were unable to reach an agreement. (Ex. 22, Decl. of M. Magali Mercera, ¶ 11.) During the
7 meet and confer, the parties discussed whether Caesars would bring this motion on shortened time
8 and Seibel's counsel indicated that it would be their preference that the motion be heard in the
9 ordinary course so that the parties could fully brief the issue given the seriousness of the
10 allegations. (*Id.* ¶ 12.)

11 **III. ARGUMENT**

12 **A. The Attorney-Client Privilege in Nevada.**

13 It is well established that, in Nevada, the law protects communications between a client
14 (or their representative) and their attorney (or representative) "[m]ade for the purpose of
15 facilitating the rendition of professional legal services to the client, by the client or the client's
16 lawyer to a lawyer representing another in a matter of common interest." NRS § 49.095. "The
17 purpose of the attorney-client privilege 'is to encourage clients to make full disclosures to their
18 attorneys in order to promote the broader public interests of recognizing the importance of fully
19 informed advocacy in the administration of justice.'" *Canarelli v. Eighth Judicial Dist. Ct. in &*
20 *for Cty. of Clark*, 464 P.3d 114, 119 (2020) (quoting *Wynn Resorts, Ltd. v. Eighth Judicial Dist.*
21 *Ct.*, 133 Nev. 369, 374, 399 P.3d 334, 341 (2017)). "The party asserting the privilege has the
22 burden to prove that the material is in fact privileged." *Id.* at 120 (citing *Ralls v. United States*, 52
23 F.3d 223, 225 (9th Cir. 1995)).

24 "Whatever their origins, these exceptions to the demand for every man's evidence are not
25 lightly created nor expansively construed, for they are in derogation of the search for truth."
26 *United States v. Nixon*, 418 U.S. 683, 710 (1974). Accordingly, "[i]t is well settled that
27 *privileges, whether creatures of statute or the common law, should be interpreted and applied*
28 *narrowly.*" *Canarelli*, 464 P.3d at 120 (quoting *Clark Cty. Sch. Dist. v. Las Vegas Review-*

1 *Journal*, 134 Nev. 700, 705, 429 P.3d 313, 318 (2018) (emphasis added); *Rogers v. State*, 127
2 Nev. 323, 328, 255 P.3d 1264, 1267 (2011) (internal quotations omitted) ("[T]his court has
3 consistently held that statutory privileges should be construed narrowly, according to the plain
4 meaning of [their] words."); *Ashokan v. State, Dep't of Ins.*, 109 Nev. 662, 668, 856 P.2d 244, 247
5 (1993) (citations omitted) ("Privileges should be construed narrowly.")

6 **B. The Crime-Fraud Exception.**

7 *No privilege exists, "[i]f the services of the lawyer were sought or obtained to enable or*
8 *aid anyone to commit or plan to commit what the client knew or reasonably should have known*
9 *to be a crime or fraud."* NRS § 49.115(1) (emphasis added). "The 'crime-fraud exception' to the
10 privilege protects against abuse of the attorney-client relationship." *In re Napster, Inc. Copyright*
11 *Litig.*, 479 F.3d 1078, 1090 (9th Cir. 2007), *abrogated on other grounds by Mohawk Indus., Inc. v.*
12 *Carpenter*, 558 U.S. 100, 130 S. Ct. 599, 175 L. Ed. 2d 458 (2009). "[T]he attorney-client
13 privilege 'must necessarily protect the confidences of wrongdoers,' and thus the crime-fraud
14 exception does not apply where the client seeks advice based on prior wrongdoing." *Hernandez v.*
15 *Creative Concepts, Inc.*, No. 2:10-CV-02132-PMP, 2013 WL 1405776, at *4 (D. Nev. Apr. 5,
16 2013) (quoting *United States v. Zolin*, 491 U.S. 554, 562 (1989)). "[W]here the client seeks the
17 advice for 'future wrongdoing,' the crime-fraud exception will not protect communications
18 'made for the purpose of getting advice for the commission of a fraud or crime.'" *Id.* (quoting
19 *Zolin*, 491 U.S. at 562–63 (emphasis added)). "Under the crime-fraud exception, *communications*
20 *are not privileged when the client consults an attorney for advice that will serve him in the*
21 *commission of a fraud or crime."* *In re Grand Jury Investigation*, 810 F.3d 1110, 1113 (9th Cir.
22 2016) (internal quotations omitted) (emphasis added); *see also Hernandez v. Creative Concepts,*
23 *Inc.*, No. 2:10-CV-02132-PMP, 2013 WL 1182169, at *6 (D. Nev. Mar. 19, 2013) (internal
24 quotations omitted) ("It is the purpose of the crime-fraud exception to the attorney-client privilege
25 to assure that the seal of secrecy'. . . between lawyer and client does not extend to
26 communications made for the purpose of getting advice for the commission of a fraud or crime.")

27 *"The privilege takes flight if the relation is abused. A client who consults an attorney*
28 *for advice that will serve him in the commission of a fraud will have no help from the law. He*

1 ***must let the truth be told.***" *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (quoting *Clark*
2 *v. United States*, 289 U.S. 1, 15 (1933) (emphasis added)). Importantly, "[t]he planned crime or
3 fraud need not have succeeded for the exception to apply." *Id.* ***"The client's abuse of the***
4 ***attorney-client relationship, not his or her successful criminal or fraudulent act, vitiates the***
5 ***privilege.***" *Id.* (citation omitted) (emphasis added). Indeed, "[t]he attorney need not have been
6 aware that the client harbored an improper purpose." *Lewis v. Delta Air Lines, Inc.*, No.
7 214CV01683RFBGWF, 2015 WL 9460124, at *2 (D. Nev. Dec. 23, 2015) (citation omitted).

8 Importantly, ***"the crime-fraud exception is not strictly limited to cases alleging criminal***
9 ***violations or common law fraud.***" *Id.* at *3 (emphasis added) (listing cases). "The term
10 'crime/fraud exception,' however, is 'a bit of a misnomer . . . as many courts have applied the
11 exception to situations falling well outside of the definitions of crime or fraud." *Rambus, Inc. v.*
12 *Infineon Techs. AG*, 222 F.R.D. 280, 288 (E.D. Va. 2004) (internal citations omitted); *see, e.g.,*
13 *Cooksey v. Hilton Int'l Co.*, 863 F. Supp. 150, 151 (S.D.N.Y. 1994) (emphasis added) (upholding
14 magistrate judge's application of the crime-fraud exception and finding that ***"the facts of th[e]***
15 ***case demonstrate[d] if not an actual fraud, at least an intent on the part of defendants to***
16 ***defraud plaintiff.***"); *Volcanic Gardens Mgmt. Co. v. Paxson*, 847 S.W.2d 343, 348 (Tex. App.
17 1993) (emphasis added) (***"The crime/fraud exception comes into play when a prospective client***
18 ***seeks the assistance of an attorney in order to make a false statement or statements of material***
19 ***fact or law to a third person or the court for personal advantage.***"); *Horizon of Hope Ministry v.*
20 *Clark Cty., Ohio*, 115 F.R.D. 1, 5 (S.D. Ohio 1986) ("Attorney/client communications which are
21 in perpetuation of a tort are not privileged.").

22 To invoke the crime-fraud exception, the moving party must first "show that the client was
23 engaged in or planning a criminal or fraudulent scheme when it sought the advice of counsel to
24 further the scheme." *In re Napster, Inc. Copyright Litig.*, 479 F.3d at 1090 (internal quotations
25 omitted). Next, the moving party "must demonstrate that the attorney-client communications for
26 which production is sought are sufficiently related to and were made in furtherance of [the]
27 intended, or present, continuing illegality." *In re Grand Jury Investigation*, 810 F.3d at 1113
28 (internal quotations omitted). The second step is accomplished through an *in camera* review of

1 the documents. *See id.* at 1114 (internal quotations omitted) ("[A] district court must examine the
2 individual documents themselves to determine that the specific attorney-client communications
3 for which production is sought are sufficiently related to and were made in furtherance of the
4 intended, or present, continuing illegality.") "Mere allegations of fraud or criminality do not
5 suffice." *Garcia v. Serv. Emps. Int'l Union*, No. 217CV01340APGNJK, 2018 WL 6566563, at *5
6 (D. Nev. Sept. 6, 2018) (citations omitted). Instead, "[a] movant in a civil case must show by a
7 preponderance of the evidence that the attorney's services were utilized in furtherance of an
8 ongoing unlawful scheme." *Id.* (citing *In re Napster Inc. Copyright Litig.*, 479 F.3d at 1090).

9 **C. Seibel Waived the Attorney-Client Privilege as to Any Communications with**
10 **His Attorneys Related to the Prenuptial Agreement and Creation of the Seibel**
11 **Family 2016 Trust.**

12 Here, even a superficial review of the prenuptial agreement shows that Seibel's
13 representations to Caesars about his purported disassociation from the Seibel-Affiliated Entities
14 were false. Seibel devised a scheme to make it appear to Caesars that he was no longer associated,
15 while secretly retaining ownership of the entities and continuing to reap the benefits of the same.
16 Further, while his attorney told Caesars that an unsuitable person could never be a beneficiary of
17 the Seibel Family 2016 Trust, that very same attorney knew that the prenuptial agreement [REDACTED]

18 [REDACTED], Seibel sought the legal advice and
19 assistance of his attorneys in the course of creating this scheme to defraud Caesars.

20 As a result, the communications seeking legal advice for creation of the prenuptial
21 agreement and the Seibel Family 2016 Trust are discoverable under the crime-fraud exception.
22 On his privilege log, there are over 100 entries that appear to be pertain to either the creation of
23 the prenuptial agreement and/or the Seibel Family 2016 Trust. (*See* Ex. 10, The Seibel Parties'
24 Privilege Log.)⁶ Seibel did not seek the legal advice for these transactions related to prior

25 _____
26 ⁶ The entries on the Seibel Parties' privilege log that pertain to the prenuptial agreement
27 include documents identified as CTRL00111548; CTRL00111549; CTRL00112143;
28 CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142;
CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766;
CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833;
CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162;
CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282;

wrongdoing (*i.e.*, his felony investigation and conviction), but instead sought this legal advice to perpetrate a *future* fraud on Caesars (*i.e.*, hiding his felony conviction from Caesars). Indeed, some entries on the Seibel Parties' privilege log regarding the Seibel Family 2016 Trust even indicate they were prepared "in anticipation of, or in the course of litigation." (*Id.* at 33 (CTRL00338611-12).) If the Seibel Family 2016 Trust was merely being created as an asset management tool, there would be no need to withhold communications on the basis of anticipated litigation. However, Seibel created the Seibel Family 2016 Trust to hide information from Caesars and knew that Caesars would question his continued involvement and litigation was likely. This admission further shows that Seibel intended to defraud Caesars. This type of behavior is exactly

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CTRL00114316;	CTRL00114324;	CTRL00114346;	CTRL00114364;	CTRL00114416;
CTRL00114417;	CTRL00114475;	CTRL00114476;	CTRL00114871;	CTRL00114872;
CTRL00114873;	CTRL00114874;	CTRL00114968;	CTRL00114969;	CTRL00114970;
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CTRL00178176;	CTRL00178177;	CTRL00178178;	CTRL00178179;	CTRL00178238;
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CTRL00334493;	CTRL00334494;	CTRL00334495;	CTRL00334496;	CTRL00335096;
CTRL00335097;	CTRL00335098;	CTRL00336394;	CTRL00336395;	CTRL00366278;
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CTRL00366616;	CTRL00111325;	CTRL00114114;	CTRL00114410;	CTRL00114429;
CTRL00114432;	CTRL00114445;	CTRL00114604;	CTRL00114844;	CTRL00114870;
CTRL00114989;	CTRL00120720;	CTRL00120721;	CTRL00120723;	CTRL00120724;
CTRL00120726;	CTRL00145197;	CTRL00145198;	CTRL00145784;	CTRL00145876;
CTRL00173347;	CTRL00173350;	CTRL00173352;	CTRL00178020;	CTRL00178080;
CTRL00178092;	CTRL00178094;	CTRL00178115;	CTRL00178120;	CTRL00178137;
CTRL00178140;	CTRL00178155;	CTRL00178162;	CTRL00178191;	CTRL00178227;
CTRL00333242; CTRL00333310; CTRL00366304; and CTRL00366305.				

The entries on the Seibel Parties' privilege log that pertain to the Seibel Family 2016 Trust include documents identified as CTRL00338414; CTRL00338425; CTRL00338426; CTRL00338511; CTRL00338513; CTRL00338611; CTRL00338612; CTRL00339801; CTRL00339802; CTRL00339803; CTRL00339848; CTRL00339849; CTRL00340482; CTRL00346870; CTRL00346871; CTRL00346875; CTRL00367769; CTRL00367770; CTRL00367771; CTRL00367772; CTRL00338593; CTRL00113723; CTRL00113754; CTRL00113762; CTRL00113768; CTRL00114321; CTRL00114322; CTRL00145645; CTRL00145661; CTRL00145662; CTRL00145663; CTRL00178086; CTRL00178090; and CTRL00178092.

1 the type of unlawful conduct that destroys the attorney-client privilege and opens it up to
2 discovery. Simply, Seibel cannot avail himself of the protection of the attorney-client privilege
3 when he sought legal advice to aid him in defrauding his business partners.

4 **IV. CONCLUSION**

5 Caesars respectfully requests this Court grant the Motion and require Seibel to produce
6 documents withheld on his privilege log related to the creation of the prenuptial agreement and
7 the Seibel Family 2016 Trust based on the crime-fraud exception outlined in NRS § 49.115(1),
8 including documents identified as CTRL00111548; CTRL00111549; CTRL00112143;
9 CTRL00112144; CTRL00112145; CTRL00112146; CTRL00112147; CTRL00113142;
10 CTRL00113288; CTRL00113763; CTRL00113764; CTRL00113765; CTRL00113766;
11 CTRL00113767; CTRL00113774; CTRL00113775; CTRL00113832; CTRL00113833;
12 CTRL00113840; CTRL00113841; CTRL00113843; CTRL00114161; CTRL00114162;
13 CTRL00114164; CTRL00114165; CTRL00114272; CTRL00114273; CTRL00114282;
14 CTRL00114283; CTRL00114284; CTRL00114285; CTRL00114286; CTRL00114300;
15 CTRL00114316; CTRL00114324; CTRL00114346; CTRL00114364; CTRL00114416;
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17 CTRL00114873; CTRL00114874; CTRL00114968; CTRL00114969; CTRL00114970;
18 CTRL00115207; CTRL00115208; CTRL00117851; CTRL00117852; CTRL00145759;
19 CTRL00145772; CTRL00145774; CTRL00145775; CTRL00145777; CTRL00145789;
20 CTRL00145790; CTRL00145791; CTRL00145792; CTRL00145877; CTRL00145878;
21 CTRL00145879; CTRL00145895; CTRL00145896; CTRL00145897; CTRL00177870;
22 CTRL00177871; CTRL00177872; CTRL00177873; CTRL00177874; CTRL00178124;
23 CTRL00178125; CTRL00178141; CTRL00178153; CTRL00178156; CTRL00178158;
24 CTRL00178163; CTRL00178164; CTRL00178165; CTRL00178166; CTRL00178167;
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26 CTRL00178176; CTRL00178177; CTRL00178178; CTRL00178179; CTRL00178238;
27 CTRL00333064; CTRL00333065; CTRL00333066; CTRL00333067; CTRL00333068;
28 CTRL00334493; CTRL00334494; CTRL00334495; CTRL00334496; CTRL00335096;

1 CTRL00335097; CTRL00335098; CTRL00336394; CTRL00336395; CTRL00366278;
2 CTRL00366279; CTRL00366280; CTRL00366281; CTRL00366614; CTRL00366615;
3 CTRL00366616; CTRL00111325; CTRL00114114; CTRL00114410; CTRL00114429;
4 CTRL00114432; CTRL00114445; CTRL00114604; CTRL00114844; CTRL00114870;
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6 CTRL00120726; CTRL00145197; CTRL00145198; CTRL00145784; CTRL00145876;
7 CTRL00173347; CTRL00173350; CTRL00173352; CTRL00178020; CTRL00178080;
8 CTRL00178092; CTRL00178094; CTRL00178115; CTRL00178120; CTRL00178137;
9 CTRL00178140; CTRL00178155; CTRL00178162; CTRL00178191; CTRL00178227;
10 CTRL00333242; CTRL00333310; CTRL00366304; CTRL00366305; CTRL00338414;
11 CTRL00338425; CTRL00338426; CTRL00338511; CTRL00338513; CTRL00338611;
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13 CTRL00339849; CTRL00340482; CTRL00346870; CTRL00346871; CTRL00346875;
14 CTRL00367769; CTRL00367770; CTRL00367771; CTRL00367772; CTRL00338593;
15 CTRL00113723; CTRL00113754; CTRL00113762; CTRL00113768; CTRL00114321;
16 CTRL00114322; CTRL00145645; CTRL00145661; CTRL00145662; CTRL00145663;
17 CTRL00178086; CTRL00178090; and CTRL00178092.

18 DATED this 6th day of January 2021.

19 PISANELLI BICE PLLC

20 By: /s/ M. Magali Mercera

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Corporation d/b/a Caesars Atlantic City

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 6th day of January 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION** to the following:

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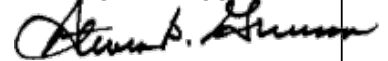
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**APPENDIX IN SUPPORT OF CAESARS'
MOTION TO COMPEL DOCUMENTS
WITHHELD ON THE BASIS OF
ATTORNEY-CLIENT PRIVILEGE
PURSUANT TO THE CRIME-FRAUD
EXCEPTION**

Exhibit No.	Description	Bates Nos.
1.	David Staley email to Susan Carletta dated August 24, 2016	0001-0002
2.	Brian K. Ziegler letter to Mark A. Clayton dated September 16, 2016	0003-0007
3.	Mark Clayton email to Susan Carletta and Amie Sabo dated September 19, 2016	0008-0009
4.	Statute of Limitations Tolling Agreement between Rowen Seibel and the Office of the United States Attorney for the Southern District of New York dated January 26, 2016	0010-0011
5.	Limited Liability Company Agreement of FERG 16, LLC dated March 31, 2016	0012-0015
6.	Assignment of FERG, LLC interests dated April 8, 2016	0016-0017
7.	Assignment of TPOV Enterprises, LLC interests dated April 8, 2016	0018-0019
8.	Prenuptial Agreement dated March 2016	0020-0048
9.	Excerpts of deposition transcript of 30(b)(6) Designee for the Seibel Family 2016 Trust (Brian K. Ziegler) dated October 8, 2020	0049-0059
10.	Seibel Parties' Privilege Log dated December 18, 2020	0060-0129
11.	Excerpts of deposition transcript of Rowen Seibel, Volume II, dated September 25, 2019	0130-0138
12.	Excerpts of deposition transcript of Rowen Seibel, Volume I, dated September 24, 2019	0139-0149
13.	Caesars' Second Set of Requests for Production of Documents to Rowen Seibel dated October 3, 2019	0150-0156
14.	Response to Caesars' Second Set of Requests for Production of Documents to Rowen Seibel dated November 4, 2019	0157-0161
15.	Excerpts of deposition transcript of Bryn Dorfman dated October 31, 2019	0162-0169
16.	M. Magali Mercera, Esq. email to Joshua Gilmore, Esq. dated November 18, 2020	0170-0171
17.	M. Magali Mercera, Esq. email to Joshua Gilmore, Esq. dated November 24, 2020	0172-0173
18.	Joshua Gilmore, Esq. email to M. Magali Mercera, Esq. dated November 25, 2020	0174-0176
19.	M. Magali Mercera, Esq. email to Joshua Gilmore, Esq. dated November 25, 2020	0177-0179
20.	Joshua Gilmore, Esq. email to M. Magali Mercera, Esq. dated November 30, 2020	0180-0183

Exhibit No.	Description	Bates Nos.
21.	M. Magali Mercera, Esq. email to Joshua Gilmore, Esq. dated December 8, 2020	0184-0188
22.	Declaration of M. Magali Mercera, Esq.	0189-0190

DATED this 6th day of January 2021.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera

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Corporation d/b/a Caesars Atlantic City*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 6th day of January 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **APPENDIX IN SUPPORT OF CAESARS' MOTION TO COMPEL DOCUMENTS WITHHELD ON THE BASIS OF ATTORNEY-CLIENT PRIVILEGE PURSUANT TO THE CRIME-FRAUD EXCEPTION** to the following:

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GR Burgr LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 1

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

EXHIBIT 2



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BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

September 16, 2016

Via Email and Regular Mail

Mark A. Clayton, Esq.
Greenberg Taurig
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.

CERTILMAN BALIN ADLER & HYMAN, LLP
SUFFOLK OFFICE: HAUPPAUGE, NY 11788

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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.

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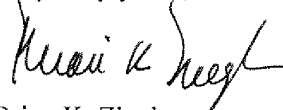
Mark A. Clayton
September 16, 2016
Page 3

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 3

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

EXHIBIT 4

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

EXHIBIT 5

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

EXHIBIT 6

FERG, LLC
200 Central Park South
19th Floor
New York, New York 10019

April 8, 2016

Via Federal Express

Boardwalk Regency Corporation
d/b/a Caesars Atlantic City
2100 Pacific Avenue
Atlantic City, New Jersey 08401

Re: Consulting Agreement (the "Agreement") dated as of the 16th day of May, 2014, by and between Boardwalk Regency Corporation d/b/a Caesars Atlantic City and FERG, LLC ("FERG")

Ladies and Gentlemen:

Reference is made to the Agreement and to Section 14.2 of the Agreement. This shall serve as notice that, pursuant to the terms of the Agreement, effective April 13, 2016:

(1) All of the membership interests in FERG shall be transferred to Brian K. Ziegler and Craig Green, as Trustees of The Seibel Family 2016 Trust. Additionally, the new manager of FERG shall be Craig Green;

(2) The Agreement will be assigned to FERG 2016, LLC, a Delaware limited liability company of which the sole manager is Craig Green and all of the membership interests are owned by Brian K. Ziegler and Craig Green, as Trustees of The Seibel Family 2016 Trust; and

(3) All obligations and duties of FERG and/or Rowen Seibel that are specifically designated to be performed by Rowen Seibel shall be assigned and delegated by FERG, FERG 16, LLC and/or Rowen Seibel to, and will be performed by, J. Jeffrey Frederick.

The sole beneficiaries of The Seibel Family 2016 Trust are Netty Wachtel Slushny, Bryn Dorfman and potential descendants of Rowen Seibel (none of which exist as of the date hereof). Other than the parties described in this letter, there are no other parties that have any management rights, powers or responsibilities regarding, or equity or financial interests in, FERG 16, LLC.

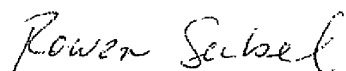
3295581.1

CAESARS000023
0016
RA0202

To the extent you reasonably require any additional information concerning the referenced transferee's or assignee's Associates, please advise.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Rowen Seibel".

Rowen Seibel

cc: Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, Nevada 89109
Attn: General Counsel

3295581.1

CAESARS000024
0017
RA0203

EXHIBIT 7

TPOV Enterprises, LLC
200 Central Park South
19th Floor
New York, New York 10019

April 8, 2016

Via Federal Express

Paris Las Vegas Operating Company, LLC
3655 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Re: Development and Operation Agreement (the "Agreement") dated
as of November 2011, by and between Paris Las Vegas Operating
Company, LLC and TPOV Enterprises, LLC ("TPOV")

Ladies and Gentlemen:

Reference is made to the Agreement and to that certain letter agreement dated May 16, 2014 to which we are each parties (the "Letter Agreement"). This shall serve as notice that, pursuant to the terms of the Letter Agreement, effective April 13, 2016:

(1) All of the membership interests in TPOV previously owned, directly or indirectly, by Rowen Seibel shall be transferred to Brian K. Ziegler and Craig Green, as Trustees of The Seibel Family 2016 Trust. Additionally, the new manager of TPOV shall be Craig Green;

(2) The Agreement will be assigned to TPOV Enterprises 16, LLC, a Delaware limited liability company of which the sole manager is Craig Green and all of the membership interests are owned, directly or indirectly, by Brian K. Ziegler and Craig Green, as Trustees of The Seibel Family 2016 Trust, Craig Green, Brian Ziegler, Carly Ziegler and Ali Ziegler (the latter two being children of Brian Ziegler and owning in the aggregate less than 1%); and

(3) All obligations and duties of TPOV and/or Rowen Seibel that are specifically designated to be performed by Rowen Seibel shall be assigned and delegated by TPOV, TPOV Enterprises 16, LLC and/or Rowen Seibel to, and will be performed by, J. Jeffrey Frederick.

The sole beneficiaries of The Seibel Family 2016 Trust are Netty Wachtel Slushny, Bryn Dorfman and potential descendants of Rowen Seibel (none of which exist as of the date hereof). Other than the parties described in this letter, there are no other parties that have any management rights, powers or responsibilities regarding, or equity or financial interests in, TPOV Enterprises 16, LLC.

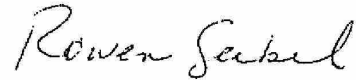
3295601.1

PARIS000111
0018
RA0205

To the extent you reasonably require any additional information concerning the referenced transferee's or assignee's Associates, please advise.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Rowen Seibel".

Rowen Seibel

cc: Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, Nevada 89109
Attn: General Counsel

3295601.1

PARIS000112
0019
RA0206

EXHIBIT 8

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

EXHIBIT 9

1	DISTRICT COURT		
2	CLARK COUNTY, NEVADA		
3			
4	ROWEN SEIBEL, an individual)	
	and citizen of New York,)	
5	derivatively on behalf of)	
	Real Party in Interest GR)	
6	BURGR LLC, a Delaware)	
	limited liability company,)	
7)	
	Plaintiff,)	
8)	Case No. A-17-751759-B
)	Dept. No. XVI
9	vs.)	
)	
10	PHWLTV, LLC, a Nevada)	
	limited liability company;)	
11	GORDON RAMSAY, an)	
	individual; DOES I through)	
12	X; ROE CORPORATIONS I)	
	through X,)	
13)	
	Defendants,)	
14	and)	
	GR BURGER LLC, a Delaware)	
15	limited liability company,)	
)	
16	Nominal Plaintiff.)	
)	
17	AND ALL RELATED MATTERS.)	
)	
18			
19			
20	VIDEOTAPED REMOTE DEPOSITION OF BRIAN K. ZIEGLER		
21	30(b)(6) Designee for the Seibel Family 2016 Trust		
	TAKEN BY A CERTIFIED COURT REPORTER		
22	LAS VEGAS, NEVADA		
	THURSDAY, OCTOBER 8, 2020		
23	at 8:08 a.m.		
24	Reported By: LISA MAKOWSKI, CCR 345, CA CSR 13400		
25	JOB NO: 666086		

1 APPEARANCES:

2 For Rowen Seibel, Craig Green, Moti Partners, LLC,
3 Moti Partner 16, LLC, LLTQ Enterprises, LLC, LLTQ
4 Enterprises 16, LLC, TPOV Enterprises, LLC, TPOV
5 Enterprises 16, LLC, FERG, LLC and FERG 16, LLC, R
6 Squared Global Solutions, LLC, Derivatively on Behalf
7 of DNT Acquisition LLC:

8
9 BAILEY KENNEDY
10 BY: JOSHUA P. GILMORE, ESQ.
11 8984 Spanish Ridge Avenue
12 Las Vegas, Nevada 89148-1302
13 (702)562-8820
14 jgilmore@baileykennedy.com

15 For Gordon Ramsay:

16 FENNEMORE CRAIG, P.C.
17 BY: JOHN D. TENNERT, ESQ.
18 300 South Fourth Street, Suite 1400
19 Las Vegas, Nevada 89101
20 (702)692-8043
21 jtennert@fclaw.com

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

25 PISANELLI BICE
BY: M. MAGALI MERCERA, ESQ.
BY: JAMES J. PISANELLI, ESQ.
400 South Fourth Street
Suite 300
Las Vegas, Nevada 89101
(702)214-2100
mmm@pisanellibice.com
jjp@pisanellibice.com

For the Witness:

CERTILMAN BALIN
BY: PAUL SWEENEY, ESQ.
90 Merrick Avenue
East Meadow, New York 11554
(516)296-7000
Psweeney@certilmanbalin.com

25 The Videographer: Dustin Kittleson

1 LAS VEGAS, NEVADA, THURSDAY, OCTOBER 8, 2020

2 8:08 a.m.

3 -o0o-

4

5 THE COURT REPORTER: Due to the need for
6 this deposition to take place remotely because of
7 the government's order for social distancing, the
8 parties will stipulate that the court reporter can
9 swear in the witness over the phone or through the
10 use of video conference and that the witness has
11 verified that he is, in fact, Brian Ziegler.

12 Do all counsel so stipulate?

13 MR. GILMORE: Joshua Gilmore, yes.

14 MR. SWEENEY: Paul Sweeney, yes.

15 MS. MERCERA: Yes.

16 MR. TENNERT: Yes.

17

18 Brian K. Ziegler,
19 having been first duly sworn, did testify as follows:

20 EXAMINATION

21 BY MS. MERCERA:

22 Q. Mr. Ziegler, good morning. Thank you for
23 your time and we appreciate the very surreal
24 circumstances that we are all living so while we
25 may have some technological bumps along the way, we

1 we know that Ms. -- Ms. Dorfman, Mr. Seibel's wife
2 is a beneficiary. Are there any others?

3 A. Well, no, there are no other living
4 beneficiaries.

5 MS. MERCERA: Okay. We have been going
6 for about an hour, does anybody want to take a
7 break?

8 MR. GILMORE: You're being nice to say
9 only an hour. Yeah, restroom break is calling my
10 name if we can even only take few minutes to do so.

11 MS. MERCERA: Sure. We can go off record
12 for that.

13 THE VIDEOGRAPHER: Off the record at
14 9:36.

15 (A brief recess was taken.)

16 THE VIDEOGRAPHER: Back on the record at
17 9:53.

18 BY MS. MERCERA:

19 Q. Mr. Ziegler, aside from Exhibit C120
20 which is the trust document, were there any other
21 documents created at or around the same time that
22 you looked to to effectuate your duties as a
23 trustee?

24 A. Not that I'm aware of.

25 Q. Are you familiar with a prenuptial

1 agreement between Mr. Seibel and Ms. Krief, also
2 known as Ms. Dorfman?

3 A. I'm familiar with it to the extent I know
4 it exists, yes.

5 Q. When did you become aware of that
6 document's existence?

7 A. At and around the time of its execution
8 and then -- drafting and execution.

9 MS. MERCERA: And I'm going to share it
10 on the chat now so everybody has it.

11 For the court reporter, it's going to be
12 document 3. We will mark this as Exhibit C121.

13 (Exhibit C121 was marked for
14 identification.)

15 BY MS. MERCERA:

16 Q. Mr. Ziegler, let me know when you have
17 had an opportunity to open the document.

18 A. I do have it open.

19 Q. If you can take a moment and review the
20 document, my first question is simply going to be
21 if you recognize this document?

22 A. I recognize this as being the prenuptial
23 agreement between Bryn Krief and Rowen Seibel.

24 Q. And if you could flip through -- scroll
25 through, depending what program you're using to

1 page 25 of that document.

2 A. Okay.

3 Q. It looked like there are a couple of
4 signatures on that page. Do you recognize those
5 signatures?

6 A. I recognize the signature of Rowen
7 Seibel. The other looks to be the signature of
8 Nicholas Venditto.

9 Q. And who is Mr. Venditto?

10 A. Mr. Venditto is a partner of mine.

11 Q. And if you flip to the next page, there
12 is also a signature block on that page?

13 A. Yes.

14 Q. You recognize that signature?

15 A. Yes.

16 Q. Is that your signature?

17 A. It is.

18 Q. Now, the copy that you have before you is
19 only executed by Mr. Seibel. Are you aware of any
20 version executed by both Ms. Krief and Mr. Seibel?

21 A. No.

22 Q. Okay. Do you know if it was fully
23 executed?

24 A. No, I don't know.

25 Q. Were you involved in the drafting of this

1 document?

2 A. I did not draft this. I was aware that
3 it was being drafted and, if my memory is right, I
4 was consulted as to what certain of the provisions
5 and certainly the business aspects behind it.

6 Q. And who consulted with you?

7 A. The attorney who -- who drafted it.

8 Q. Do you remember who that was?

9 A. His name is Michael Angelo.

10 Q. Who is he representing?

11 A. Rowen Seibel.

12 Q. And you testified that you were consulted
13 as to certain business aspects of the prenuptial
14 agreement, did I hear you correctly?

15 A. Certain business assets of Rowen, you
16 know, not as to the effect in the prenuptial
17 agreement.

18 Q. Can you expand on that a little bit? I
19 am just not understanding what you mean by you were
20 consulted on certain business assets.

21 A. At that time, Mr. Seibel owned various
22 business assets, most of which are the subject of
23 this litigation, and I discussed those business
24 assets with Mr. Angelo.

25 Q. Was that in what capacity?

1 BY MS. MERCERA:

2 Q. Yeah, my question is simply, did you
3 provide legal advice regarding the prenuptial
4 agreement to Mr. Seibel? Not what that legal
5 advice was, just did you provide legal advice to
6 Mr. Seibel with respect to the prenuptial
7 agreement?

8 A. I think the answer would be yes.

9 Q. It appears you're hesitating. Are you
10 hesitating?

11 A. It was a long time ago and I don't
12 remember the specific conversations. But -- but I
13 think the answer is to the extent we talked, it was
14 in the nature of legal advice, yes.

15 Q. Are you a marital attorney?

16 A. No.

17 Q. Do you routinely draft prenuptial
18 agreements?

19 A. No.

20 Q. Do you routinely advise clients about
21 prenuptial agreements?

22 A. No.

23 Q. Then this would be outside of your normal
24 wheelhouse in your practice?

25 A. Correct. And I wasn't the draftsman

1 at other times my partner, Paul, for documents that
2 I knew I wanted to review. I didn't recall whether
3 this was one that he sent or my secretary was --
4 got for me to review for preparation of today.

5 Q. Okay. But it is -- you don't have a
6 specific recollection as to this particular
7 document? And when I say "this document," I mean
8 the prenup.

9 A. I would be guessing as to -- as to where
10 it came from.

11 Q. Did you ever tell anyone at Caesars that
12 Mr. Seibel had entered into a prenuptial agreement?

13 A. No.

14 Q. Did you ever correct any of the
15 statements you made to Caesars with respect to the
16 trust once you became aware of the prenuptial
17 agreement?

18 MR. SWEENEY: Objection.

19 THE WITNESS: I have not corrected it.
20 I'm not sure it required it. But as I said, I
21 became aware of that provision or provisions you
22 just referred to this week.

23 BY MS. MERCERA:

24 Q. As the trustee of the Seibel Family 2016
25 Trust, what steps do you take to ensure that the

1 discussed some of those provisions during the
2 course of our discussions and negotiations. I just
3 don't remember.

4 Q. But you don't recall ever asking Caesars
5 to remove those suitability provisions; correct?

6 A. I don't recall.

7 Q. Who drafted the trust documents? And
8 when I say "trust documents," I'm referring to the
9 Seibel Family Trust. I think it is Tab 4.

10 A. Attorneys in the trust and estates
11 department of my law firm.

12 Q. At Certilman Balin?

13 A. Yes.

14 Q. And what attorneys are those? I guess,
15 who are those attorneys?

16 A. The lead person was Lisa Hunter. She
17 often works with an attorney by the name of Steve
18 Sulsky. I don't know if he was involved. He
19 probably was -- I believe he was involved, but she
20 was the lead attorney herself.

21 Q. Okay. And did she consult with you often
22 in drafting the trust documents?

23 A. We'll, certainly as to revisions like we
24 have spent a lot of time on on article 24, yes.

25 Q. And what is the effective date of the

1 REPORTER'S DECLARATION
STATE OF NEVADA)
2 COUNTY OF CLARK)

3 I, Lisa Makowski, CCR No. 345, declare as
4 follows:

5 That I reported the taking of the deposition of
6 the witness, BRIAN K. ZIEGLER, commencing on
7 Thursday, October 7, 2020, at the hour of 8:08 a.m.

8 That prior to being examined, the witness was by
9 me duly sworn to testify to the truth, the whole
10 truth, and nothing but the truth; that, before the
11 proceedings' completion, the reading and signing of
12 the deposition has been requested by the deponent or
13 a party.

14 That I thereafter transcribed said shorthand
15 notes into typewriting and that the typewritten
16 transcript of said deposition is a complete, true and
17 accurate transcription of said shorthand notes taken
18 down at said time.

19 I further declare that I am not a relative or
20 employee of any party involved in said action, nor a
21 person financially interested in the action.

22 Dated at Las Vegas, Nevada this 30th day of
23 October, 2020.

24



25

Lisa Makowski, CCR 345

EXHIBIT 10

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00005212	8th Jud. PLOG_0001		5/27/2011	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: DNT Operating Agreement	eMail
CTRL00005595	8th Jud. PLOG_0002		6/6/2011	BARBARA HAGAN <BGHAGAN@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Confidential communication involving Business Information Form	eMail
CTRL00005506	8th Jud. PLOG_0003						Attorney Client		Information needed to render legal advice re: Business Information Form	eAttach
CTRL00006487	8th Jud. PLOG_0004		7/6/2011	BARBARA HAGAN <BGHAGAN@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Attorney Client		Information needed to render legal advice re: DNT Operating Agreement	eMail
CTRL00006583	8th Jud. PLOG_0005						Attorney Client		Confidential communication involving Information needed to render legal advice re: DNT Operating Agreement	eAttach
CTRL00006879	8th Jud. PLOG_0006		7/11/2011	BARBARA HAGAN <BGHAGAN@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Information needed to render legal advice re: DNT Operating Agreement	eMail
CTRL00006879	8th Jud. PLOG_0007						Attorney Client		Confidential communication involving Information needed to render legal advice re: DNT Operating Agreement	eAttach
CTRL00007894	8th Jud. PLOG_0008		8/2/2011	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Information needed to render legal advice re: New corp registration	eMail
CTRL00009011	8th Jud. PLOG_0009		9/4/2011	Leonard Sands <leonardsands@att.net>	Michael Block <MBlock@blockandblockpa.com>		Attorney Client		Information needed to render legal advice re: accounting advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00009355	8th Jud. PLOG_0010		9/21/2011	Leonard Sands <leonardsands@att.net>	rowen900@gmail.com <rowen900@gmail.com> Robert Seibel <bseibel@yahoo.com> Robert Seibel <bseibel@yahoo.com>		Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00009901	8th Jud. PLOG_0011	USDC_PLOG_0002	10/9/2011	Leonard Sands <leonardsands@att.net>	rowen seibel <rowen900@gmail.com> stuartsmith35@verizon.net stuartsmith35@verizon.net		Attorney Client		Information needed to render legal advice re: litigation re: IRS investigation	eMail
CTRL00009931	8th Jud. PLOG_0012		10/10/2011	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Confidential communication involving Information needed to render legal advice re: Draft of agreement	eMail
CTRL00009932	8th Jud. PLOG_0013						Attorney Client		Confidential communication involving Information needed to render legal advice re: Draft of agreement	eAttach
CTRL00010048	8th Jud. PLOG_0014	USDC_PLOG_0003	10/13/2011	Leonard Sands <leonardsands@att.net>	rowen seibel <rowen900@gmail.com>, ROBERT SEIBEL <bseibel@yahoo.com>		Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letter re: IRS investigation	eMail
CTRL00010049	8th Jud. PLOG_0015	USDC_PLOG_0004					Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letter re: IRS investigation	eAttach
CTRL00010107	8th Jud. PLOG_0016		10/14/2011	Leonard Sands <leonardsands@att.net>	Michael Block <MBlock@blockandblockpa.com>	rowen seibel <rowen900@gmail.com> stuartsmith35@verizon.net stuartsmith35@verizon.net	Attorney Client		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00010289	8th Jud. PLOG_0017		10/20/2011	Leonard Sands <leonardsands@att.net>	Michael Block <MBlock@blockandblockpa.com> ROBERT SEIBEL <bseibel@yahoo.com>	ROBERT SEIBEL <bseibel@yahoo.com> rowen seibel <rowen900@gmail.com>	Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00010355	8th Jud. PLOG_0018	USDC_PLOG_0005	10/21/2011	Leonard Sands <leonardsands@att.net>	rowen seibel <rowen900@gmail.com> stuartsmith35@verizon.net stuartsmith35@verizon.net	Leonard Sands <leonardsands@att.net>	Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00010356	8th Jud. PLOG_0019	USDC_PLOG_0006					Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eAttach
CTRL00011701	8th Jud. PLOG_0020		11/14/2011	ROBERT SEIBEL <bseibel@yahoo.com>	Scott Austin <saustin@protonmail.com>	rowen900@gmail.com <rowen900@gmail.com>	Attorney Client		Confidential communication involving Information needed to render legal advice re: IRS investigation	eMail
CTRL00016548	8th Jud. PLOG_0043		11/7/2011	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		Confidential communication involving Information needed to render legal advice re: OR Burden	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00036550	8th Jud. PLOG_0944		11/7/2012	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burger	eMail
CTRL00036551	8th Jud. PLOG_0945		11/7/2012	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burger	eMail
CTRL00039177	8th Jud. PLOG_0021		12/5/2012	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>	Gavin Grasd <ggrasd@certlmanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft of agreement	eMail
CTRL00039229	8th Jud. PLOG_0022		12/6/2012	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>	Gavin Grasd <ggrasd@certlmanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft of agreement	eMail
CTRL00039230	8th Jud. PLOG_0023		12/6/2012	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>	Gavin Grasd <ggrasd@certlmanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft of agreement	eMail
CTRL00048595	8th Jud. PLOG_0024		3/20/2013	MATTHEW J. MOISAN <MMoisan@certlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Nevada Tax Court	eMail
CTRL00048596	8th Jud. PLOG_0025							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Nevada Tax Court	eAttach
CTRL00050999	8th Jud. PLOG_0026		4/17/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Tax Returns	eMail
CTRL00051411	8th Jud. PLOG_0027		4/24/2013	Chris Barish <chris@brandinggroup.com>	Rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Tax Returns	eMail
CTRL00051412	8th Jud. PLOG_0028							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Tax Returns	eAttach
CTRL00051414	8th Jud. PLOG_0029		4/25/2013	Chris Barish <chris@brandinggroup.com>	Rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Tax Returns	eMail
CTRL00051415	8th Jud. PLOG_0030							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Tax Returns	eAttach
CTRL00051871	8th Jud. PLOG_0031		4/30/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Draft of agreement	eMail
CTRL00051872	8th Jud. PLOG_0032							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Draft of agreement	eAttach
CTRL00051873	8th Jud. PLOG_0033							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Draft of agreement	eMail
CTRL00051875	8th Jud. PLOG_0034		4/30/2013	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen s <rowen900@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Draft of agreement	eAttach
CTRL00054082	8th Jud. PLOG_0035		5/29/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen s <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Frederick meeting	eMail
CTRL00054586	8th Jud. PLOG_0036		6/6/2013	BARBARA HAGAN <SBHAGAN@certlmanballin.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Call with Ziegler	eMail
CTRL00054942	8th Jud. PLOG_0037		6/20/2013	Ian Fishman <rfishman@dfdatorneys.com>	rowen s <rowen900@gmail.com>; Chris Barish <chris@brandinggroup.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Investment	eMail
CTRL00054943	8th Jud. PLOG_0038							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft investment doc	eAttach
CTRL00054944	8th Jud. PLOG_0039							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft investment doc	eAttach
CTRL00054945	8th Jud. PLOG_0040							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft investment doc	eAttach
CTRL00057728	8th Jud. PLOG_0041		7/23/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Chris Barish <chris@brandinggroup.com>	rowen s <rowen900@gmail.com>; Chris Barish <chris@brandinggroup.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: TPOV	eMail
CTRL00058235	8th Jud. PLOG_0042		8/1/2013	Craig Green <craiggreen@gmail.com>	fishman@dfdatorneys.com <rfishman@dfdatorneys.com>	Rowen s <rowen900@gmail.com>; Chris Barish <chris@brandinggroup.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft Investor Memo	eMail
CTRL00058236	8th Jud. PLOG_0043							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft Investor Memo	eAttach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00058237	8th Jud. PLOG_0044						Attorney Client		Confidential communication involving information needed to render legal advice re: Confidential communication involving	eattach
CTRL00058432	8th Jud. PLOG_0045		8/5/2013	Craig Green <craigneerg@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>	Rowen S <rowens90@gmail.com>	Attorney Client		Information needed to render legal advice re: Draft Investor Memo	eMail
CTRL00058433	8th Jud. PLOG_0046						Attorney Client		Confidential communication involving	eattach
CTRL00058465	8th Jud. PLOG_0047		8/6/2013	BARBARA HAGAN <bgh@CBH.com>	Rowen S <rowens90@gmail.com>		Attorney Client		Information needed to render legal advice re: Squared	eMail
CTRL00058579	8th Jud. PLOG_0048		8/7/2013	BARBARA HAGAN <bgh@CBH.com>	Rowen S <rowens90@gmail.com>; Craig Green <craigneerg@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Draft Investor Memo	eMail
CTRL00058580	8th Jud. PLOG_0049						Attorney Client		Confidential communication involving	eattach
CTRL00058590	8th Jud. PLOG_0050		8/8/2013	Craig Green <craigneerg@gmail.com>	Rowen S <rowens90@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>	Attorney Client		Information needed to render legal advice re: Draft Investor Memo	eMail
CTRL00058591	8th Jud. PLOG_0051						Attorney Client		Confidential communication involving	eattach
CTRL00058618	8th Jud. PLOG_0052		8/8/2013	Craig Green <craigneerg@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>	Rowen S <rowens90@gmail.com>	Attorney Client		Information needed to render legal advice re: Draft Investor Memo	eMail
CTRL00058619	8th Jud. PLOG_0053						Attorney Client		Confidential communication involving	eattach
CTRL00058620	8th Jud. PLOG_0054			BRIAN ZIEGLER		Chris Barish <chris@brandinggroup.com>; Rowen <rowens90@gmail.com>; Craig Green <craigneerg@gmail.com>	Attorney Client		Information needed to render legal advice re: Draft Investor Memo	eattach
CTRL00058621	8th Jud. PLOG_0055		8/8/2013	BRIAN ZIEGLER	Ron Fikman <rfikman@dfattorneys.com>		Attorney Client		Confidential communication involving	eMail
CTRL00058622	8th Jud. PLOG_0056						Attorney Client		Information needed to render legal advice re: Draft memo	eattach
CTRL00058656	8th Jud. PLOG_0057		8/9/2013	Craig Green <craigneerg@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Rowen S <rowens90@gmail.com>	Attorney Client		Confidential communication involving	eMail
CTRL00058657	8th Jud. PLOG_0058						Attorney Client		Information needed to render legal advice re: Updated Memo	eattach
CTRL00058680	8th Jud. PLOG_0059		8/9/2013	Craig Green <craigneerg@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Rowen <rowens90@gmail.com>	Attorney Client		Confidential communication involving	eMail
CTRL00058681	8th Jud. PLOG_0060						Attorney Client		Confidential communication involving	eattach
CTRL00058689	8th Jud. PLOG_0061		8/9/2013	BRIAN ZIEGLER	Chris Barish <chris@brandinggroup.com>; rffikman@dfattorneys.com	Rowen <rowens90@gmail.com>; rffikman@dfattorneys.com	Attorney Client		Confidential communication involving	eMail
CTRL00058690	8th Jud. PLOG_0062		8/9/2013	Chris Barish <chris@brandinggroup.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Rowen <rowens90@gmail.com>	Attorney Client		Information needed to render legal advice re: Final Memo - GR Pub/Stack Investors	eMail
CTRL00058691	8th Jud. PLOG_0063						Attorney Client		Confidential communication involving	eattach
CTRL00058692	8th Jud. PLOG_0064		8/9/2013	BRIAN ZIEGLER	Rowen <rowens90@gmail.com>; Craig Green <craigneerg@gmail.com>		Attorney Client		Confidential communication involving	eMail
CTRL00058693	8th Jud. PLOG_0065						Attorney Client		Information needed to render legal advice re: Investor Memo	eattach
CTRL00058697	8th Jud. PLOG_0066		8/9/2013	Chris Barish <chris@brandinggroup.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>; rffikman@dfattorneys.com	Rowen <rowens90@gmail.com>; rffikman@dfattorneys.com	Attorney Client		Confidential communication involving	eMail
CTRL00063435	8th Jud. PLOG_0067		11/5/2013	Craig Green <craigneerg@gmail.com>	Rowen S <rowens90@gmail.com>		Attorney Client; Work Product		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Confidential communication involving	eMail
CTRL00063436	8th Jud. PLOG_0068						Attorney Client; Work Product		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Confidential communication involving	eattach
CTRL00063437	8th Jud. PLOG_0069						Attorney Client; Work Product		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Confidential communication involving	eattach

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00063438	8th Jud. PLOG_0070							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063439	8th Jud. PLOG_0071							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063440	8th Jud. PLOG_0072							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063441	8th Jud. PLOG_0073							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063442	8th Jud. PLOG_0074							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063443	8th Jud. PLOG_0075							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063478	8th Jud. PLOG_0076	USDC PLOG_0009	11/5/2013	ROBERT SEIBEL <robseibel@yahoo.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063436	8th Jud. PLOG_0077	USDC PLOG_0010	12/10/2013	Michael Sander <sander@vlaw.com>	rowen900@aol.com <rowen900@aol.com>; BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Robert Fink <rfink@vlaw.com>; BZIEGLER@certimanballin.com <BZIEGLER@certimanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00063612	8th Jud. PLOG_0078		12/12/2013	PAUL B. SWEENEY <psweeney@certimanballin.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00071547	8th Jud. PLOG_0079		4/7/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00077783	8th Jud. PLOG_0080		4/10/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>; PAUL B. SWEENEY <psweeney@certimanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00073304	8th Jud. PLOG_0081		5/9/2014	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00073323	8th Jud. PLOG_0082		5/9/2014	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00073324	8th Jud. PLOG_0083							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00073349	8th Jud. PLOG_0084		5/10/2014	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00073350	8th Jud. PLOG_0085							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074767	8th Jud. PLOG_0086		6/6/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074768	8th Jud. PLOG_0087							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074923	8th Jud. PLOG_0088		6/9/2014	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Craig Green <craiggreen@gmail.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074924	8th Jud. PLOG_0089		6/9/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074927	8th Jud. PLOG_0090		6/10/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074944	8th Jud. PLOG_0091		6/10/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074945	8th Jud. PLOG_0092							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach
CTRL00074963	8th Jud. PLOG_0093		6/10/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Certiman Bills	eattach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00074965	8th Jud. PLOG_0094		6/10/2014	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>	"Craig Green" <craiggreen@gmail.com>	rowen500@gmail.com <rowen500@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft Investment Memo	eMail
CTRL00074966	8th Jud. PLOG_0095		6/10/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>	Rowen 5 <rowen500@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft Investment Memo	eMail
CTRL00074967	8th Jud. PLOG_0096							Attorney Client	Notes re: Draft Investment Memo	eAttach
CTRL00074968	8th Jud. PLOG_0097							Attorney Client	Information needed to render legal advice re: Notes re: Draft Investment Memo	eAttach
CTRL00075848	8th Jud. PLOG_0098	USDC_PLOG_0011	7/2/2014	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>	rowen 5 <rowen500@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00075849	8th Jud. PLOG_0099	USDC_PLOG_0012						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eAttach
CTRL00078714	8th Jud. PLOG_0100		8/27/2014	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>	Rowen <rowen500@gmail.com>; PAUL B. SWENEY <psweeney@certimnballin.com>	"Craig Green" <craiggreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Gordon Vets	eMail
CTRL00078715	8th Jud. PLOG_0101							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00078716	8th Jud. PLOG_0102							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00078717	8th Jud. PLOG_0103							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00078718	8th Jud. PLOG_0104							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00078719	8th Jud. PLOG_0105							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00079769	8th Jud. PLOG_0820		9/16/2014	Jeffrey Frederick, Elite Brand Hospitality <jfrederick@elbhospitality.com>	BRIAN ZIEGLER <biegl@certimnballin.com>; Rowen Seibel <rowen500@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eAttach
CTRL00079770	8th Jud. PLOG_0821							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Gordon Vets	eAttach
CTRL00079771	8th Jud. PLOG_0822							Attorney Client	Confidential communication involving information needed to render legal advice re: Elite Brand Hospitality	eMail
CTRL00079772	8th Jud. PLOG_0823							Attorney Client	Confidential communication involving information needed to render legal advice re: Elite Brand Hospitality	eAttach
CTRL00079773	8th Jud. PLOG_0824							Attorney Client	Confidential communication involving information needed to render legal advice re: Elite Brand Hospitality	eAttach
CTRL00080906	8th Jud. PLOG_0825		2/27/2015	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>; rowen 5 <rowen500@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Remy's restaurant	eMail
CTRL00090936	8th Jud. PLOG_0106	USDC_PLOG_0013	3/18/2015	Michael Sardar <msardar@dfaw.com>	Rowen <rowen500@gmail.com>; Brian Ziegler <BZIEGLER@certimnballin.com>	Robert Fink <rfink@dfaw.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eMail
CTRL00090938	8th Jud. PLOG_0107	USDC_PLOG_0014	3/18/2015	BRIAN ZIEGLER <BZIEGLER@certimnballin.com>	Rowen <rowen500@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eMail
CTRL00090939	8th Jud. PLOG_0108	USDC_PLOG_0015						Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eAttach
CTRL00090940	8th Jud. PLOG_0109	USDC_PLOG_0016						Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eAttach
CTRL00090942	8th Jud. PLOG_0110	USDC_PLOG_0017						Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eAttach
CTRL000909579	8th Jud. PLOG_0111	USDC_PLOG_0018	3/23/2015	Michael Sardar <msardar@dfaw.com>	Michael Sardar <msardar@dfaw.com>; Rowen <rowen500@gmail.com>; Brian Ziegler <BZIEGLER@certimnballin.com>	Robert Fink <rfink@dfaw.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Tolling Agreement	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00090582	8th Jud. PLOG_0112	USDC_PLOG_0019	3/13/2015	Craig Green <craiggreen@gmail.com>	Rowen <rowen900@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090584	8th Jud. PLOG_0113	USDC_PLOG_0020	3/13/2015	Michael Sarder <msarder@klaw.com>	Michael Sarder <msarder@klaw.com>; Rowen <rowen900@gmail.com>; Brian Ziegler <bziegler@certlmanballin.com>			Attorney Client	Information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090585	8th Jud. PLOG_0114	USDC_PLOG_0021	3/23/2015	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@klaw.com>; Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090586	8th Jud. PLOG_0115	USDC_PLOG_0022						Attorney Client	Information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090587	8th Jud. PLOG_0116	USDC_PLOG_0023						Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090589	8th Jud. PLOG_0117	USDC_PLOG_0024	3/23/2015	Michael Sarder <msarder@klaw.com>	Rowen <rowen900@gmail.com>			Attorney Client	Information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090590	8th Jud. PLOG_0118	USDC_PLOG_0027	4/27/2015	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Rowen <rowen900@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090591	8th Jud. PLOG_0119	USDC_PLOG_0028						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090592	8th Jud. PLOG_0120	USDC_PLOG_0029						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090593	8th Jud. PLOG_0121	USDC_PLOG_0030						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090594	8th Jud. PLOG_0122	USDC_PLOG_0031						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090601	8th Jud. PLOG_0123		5/18/2015	Stephen Rice <srice@nsc-law.com>	Craig Green <craiggreen@gmail.com>; Rowen <rowen900@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090602	8th Jud. PLOG_0124		5/18/2015	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@nsc-law.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090603	8th Jud. PLOG_0125		5/18/2015	Stephen Rice <srice@nsc-law.com>	Craig Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090607	8th Jud. PLOG_0126		6/12/2015	Nathan O. Rugg <nro@ag-td.com>	Rowen <rowen900@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090609	8th Jud. PLOG_0127		7/7/2015	Nathan O. Rugg <nro@ag-td.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090610	8th Jud. PLOG_0128		7/8/2015	Nathan O. Rugg <nro@ag-td.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090611	8th Jud. PLOG_0129		7/8/2015	Nathan O. Rugg <nro@ag-td.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090612	8th Jud. PLOG_0130		7/8/2015	Nathan O. Rugg <nro@ag-td.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail
CTRL00090613	8th Jud. PLOG_0131		7/13/2015	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Nathan O. Rugg <nro@ag-td.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Tolling Agreement.	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00097319	8th Jud. PLOG_0132							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	attach
CTRL00097327	8th Jud. PLOG_0133		7/14/2015	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Steven B. Chaiken <schaiken@ag-td.com>; Rowen <rowen900@gmail.com>; Craig Green <craiggreen@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00097328	8th Jud. PLOG_0134							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	attach
CTRL00097329	8th Jud. PLOG_0135							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	attach
CTRL00097375	8th Jud. PLOG_0136		7/14/2015	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Rowen <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00097384	8th Jud. PLOG_0137		7/14/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Rowen <rowen900@gmail.com>; Nathan Q. Rugg <nugg@ag-td.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00100954	8th Jud. PLOG_0138		9/8/2015	Nathan Q. Rugg <nugg@ag-td.com>	bziegler@certimanbain.com <bziegler@certimanbain.com>	Rowen <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00100482	8th Jud. PLOG_0139	USDC_PLOG_0032	11/2/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Robert Fink <rfink@kfw.com>	Michael Sarda <msarda@kfw.com>; Rowen <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00106476	8th Jud. PLOG_0140	USDC_PLOG_0033	12/10/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Draft trust	email
CTRL00106477	8th Jud. PLOG_0141	USDC_PLOG_0034						Attorney Client	Confidential communication involving information needed to render legal advice re: Draft trust letter	attach
CTRL00107114	8th Jud. PLOG_0142	USDC_PLOG_0035	12/23/2015	Robert Fink <rfink@kfw.com>	Rowen <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certimanbain.com>; Michael Sarda <msarda@kfw.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Plea agreement	email
CTRL00107115	8th Jud. PLOG_0143	USDC_PLOG_0036						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Plea agreement	attach
CTRL00107122	8th Jud. PLOG_0144	USDC_PLOG_0037	12/23/2015	Michael Sarda <msarda@kfw.com>	Rowen <rowen900@gmail.com>; Robert Fink <rfink@kfw.com>	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Plea agreement	email
CTRL00107123	8th Jud. PLOG_0145	USDC_PLOG_0038						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Plea agreement	attach
CTRL00107522	8th Jud. PLOG_0146		1/5/2016	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Nathan Q. Rugg <nugg@ag-td.com>; Steven B. Chaiken <schaiken@ag-td.com>	Rowen <rowen900@gmail.com>; craiggreen@gmail.com <craiggreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email
CTRL00107523	8th Jud. PLOG_0147							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	attach
CTRL00108023	8th Jud. PLOG_0148		1/13/2015	Steven B. Chaiken <schaiken@ag-td.com>	rowen900@gmail.com <rowen900@gmail.com>	bziegler@certimanbain.com <bziegler@certimanbain.com>; craiggreen@gmail.com <craiggreen@gmail.com>; Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	email

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00108024	8th Jud. PLOG 0149					bzi@er@certinainball.com <bzi@er@certinainball.com> craig@neeg@gmail.com <craig@neeg@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eattach
CTRL00108029	8th Jud. PLOG 0150		1/13/2016	Steven B. Chaiken <schalken@ag-td.com>	Rowen <rowen900@gmail.com>	Rowen <rowen900@gmail.com> Nathan O. Rugg <nru@ag-td.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108030	8th Jud. PLOG 0151						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eattach
CTRL00108031	8th Jud. PLOG 0152						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eattach
CTRL00108032	8th Jud. PLOG 0153						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eattach
CTRL00108034	8th Jud. PLOG 0154		1/13/2016	Craig Green <craig@neeg@gmail.com>	Steven B. Chaiken <schalken@ag-td.com>	Rowen <rowen900@gmail.com> BRIAN ZIEGLER <bzi@er@certinainball.com> Nathan O. Rugg <nru@ag-td.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108035	8th Jud. PLOG 0155						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eattach
CTRL00108036	8th Jud. PLOG 0156						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eattach
CTRL00108037	8th Jud. PLOG 0157						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eattach
CTRL00108129	8th Jud. PLOG 0158	USDC PLOG 0041	1/14/2016	Robert Fink <rfink@kfw.com>	Rowen <rowen900@gmail.com> BRIAN ZIEGLER <bzi@er@certinainball.com> rowen@kfw.com	Michael Sardar <msardar@kfw.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Pre agreement	email
CTRL00108134	8th Jud. PLOG 0159		1/14/2016	Steven B. Chaiken <schalken@ag-td.com>	Rowen <rowen900@gmail.com> craig@neeg@gmail.com <craig@neeg@gmail.com> bzi@er@certinainball.com bzi@er@certinainball.com	Nathan O. Rugg <nru@ag-td.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108137	8th Jud. PLOG 0160						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eattach
CTRL00108177	8th Jud. PLOG 0161		1/25/2016	BRIAN ZIEGLER <bzi@er@certinainball.com>	Nathan O. Rugg <nru@ag-td.com> Rowen <rowen900@gmail.com> craig@neeg@gmail.com	Steven B. Chaiken <schalken@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108417	8th Jud. PLOG 0162		1/26/2016	Steven B. Chaiken <schalken@ag-td.com>	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <bzi@er@certinainball.com> Nathan O. Rugg <nru@ag-td.com> Craig Benjamin <cbenjamin@ag-td.com> Bryan Ziegler <bzi@er@certinainball.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108419	8th Jud. PLOG 0163		1/26/2016	Nathan O. Rugg <nru@ag-td.com>	Steven B. Chaiken <schalken@ag-td.com> Rowen <rowen900@gmail.com>	Benjamin Green <craig@neeg@gmail.com> <f506371works@index-ag-td.com> <f506371works@index-ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	email
CTRL00108402	8th Jud. PLOG 0164	USDC PLOG 0042	2/1/2016	Michael Sardar <msardar@kfw.com>	Rowen <rowen900@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: Tolling agreement	email
CTRL00108416	8th Jud. PLOG 0165	USDC PLOG 0043	2/2/2016	Craig Green <craig@neeg@gmail.com>	Rowen <rowen900@gmail.com>	Michael Sardar <msardar@kfw.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Tolling agreement	email

Control ID	8th Jud. PLOG	USBC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00109728	8th Jud. PLOG 0166		2/5/2016	Nathan Q. Rugg <nugg@ag-td.com>	Rowen <rowen500@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>; bziegler@certimanball.com	Steven B. Chaiken <schaiken@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109729	8th Jud. PLOG 0167							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft re: Caesar's bankruptcy litigation	eAttach
CTRL00109729	8th Jud. PLOG 0168		2/5/2016	Nathan Q. Rugg <nugg@ag-td.com>	rowen s <rowen500@gmail.com>; BRIAN ZIEGLER <bziegler@certimanball.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109760	8th Jud. PLOG 0169							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eAttach
CTRL00109777	8th Jud. PLOG 0170		2/5/2016	Nathan Q. Rugg <nugg@ag-td.com>	Rowen <rowen500@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>; bziegler@certimanball.com	Steven B. Chaiken <schaiken@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109778	8th Jud. PLOG 0171							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesar's bankruptcy litigation	eAttach
CTRL00109779	8th Jud. PLOG 0172							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesar's bankruptcy litigation	eAttach
CTRL00109815	8th Jud. PLOG 0173		2/5/2016	BRIAN ZIEGLER <bziegler@certimanball.com>	Rowen <rowen500@gmail.com>	"Craig Green" <craiggreen@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109816	8th Jud. PLOG 0174							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eAttach
CTRL00109817	8th Jud. PLOG 0175							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eAttach
CTRL00109861	8th Jud. PLOG 0176		2/7/2016	BRIAN ZIEGLER <bziegler@certimanball.com>	Nathan Q. Rugg <nugg@ag-td.com>; Steven B. Chaiken <schaiken@ag-td.com>	Rowen <rowen500@gmail.com>; "Craig Green" <craiggreen@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109862	8th Jud. PLOG 0177							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesar's bankruptcy litigation	eAttach
CTRL00109863	8th Jud. PLOG 0178							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesar's bankruptcy litigation	eAttach
CTRL00109865	8th Jud. PLOG 0179		2/7/2016	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <bziegler@certimanball.com>	Steven B. Chaiken <schaiken@ag-td.com>; Steven <rowen500@gmail.com>; Craig Green <craiggreen@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109921	8th Jud. PLOG 0180		2/8/2016	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <bziegler@certimanball.com>	Chaiken <schaiken@ag-td.com>; Steven B. <rowen500@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail
CTRL00109927	8th Jud. PLOG 0181		2/8/2016	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <bziegler@certimanball.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chaiken <schaiken@ag-td.com>; Rowen <rowen500@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's bankruptcy litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00109928	8th Jud. PLOG_0182							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00109929	8th Jud. PLOG_0183							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00109937	8th Jud. PLOG_0184		2/8/2016	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Nathan Q. Rugg <n.rugg@ag-llc.com>	Craig Green <craigneerg@gmail.com>; Steven B. Chalken <schalken@ag-llc.com>; Rowen <rowens00@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00109993	8th Jud. PLOG_0185		2/9/2016	Nathan Q. Rugg <n.rugg@ag-llc.com>	Rowen <rowens00@gmail.com>; Brian Ziegler <BZIEGLER@certimanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00109986	8th Jud. PLOG_0186							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00109987	8th Jud. PLOG_0187							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00110037	8th Jud. PLOG_0188		2/10/2016	Nathan Q. Rugg <n.rugg@ag-llc.com>	Rowen <rowens00@gmail.com>; Brian Ziegler <BZIEGLER@certimanballin.com>	Craig Benjamin Green <craigneerg@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00110038	8th Jud. PLOG_0189							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00110039	8th Jud. PLOG_0190							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00110123	8th Jud. PLOG_0191		2/10/2016	Nathan Q. Rugg <n.rugg@ag-llc.com>	Rowen <rowens00@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; Craig Benjamin Green <craigneerg@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00110124	8th Jud. PLOG_0192							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00110125	8th Jud. PLOG_0193							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00111548	8th Jud. PLOG_0826		2/26/2016	Michael Angelo <MAngelo@elemunpaez.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen <rowens00@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00111549	8th Jud. PLOG_0827							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00112143	8th Jud. PLOG_0828		3/4/2016	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Rowen <rowens00@gmail.com>; USA HUNTER <hunter@certimanballin.com>; STEVEN SULKY <ssulky@certimanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00112144	8th Jud. PLOG_0829							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00112145	8th Jud. PLOG_0830							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00112146	8th Jud. PLOG_0831							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00112147	8th Jud. PLOG_0832							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00112448	8th Jud. PLOG_0184		3/8/2016	Nathan Q. Rugg <nru@ag-td.com>	Craig Benjamin Green <crain@ag-td.com>	Steven B. Chaiken <bchaiken@ertlmanball.com> bziegler@ertlmanball.com bziegler@ertlmanball.com	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: New Caesars agreement - AC	eMail
CTRL00112450	8th Jud. PLOG_0195							Attorney Client	Confidential communication involving information needed to render legal advice re: New Caesars agreement - AC	eAttach
CTRL00112421	8th Jud. PLOG_0196		3/8/2016	Steven B. Chaiken <bchaiken@ag-td.com>	crain@ag-td.com bziegler@ertlmanball.com rowen900@gmail.com	Nathan Q. Rugg <nru@ag-td.com> bziegler@ertlmanball.com bziegler@ertlmanball.com	Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00112422	8th Jud. PLOG_0197						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00112431	8th Jud. PLOG_0198		3/8/2016	Craig Green <crain@ag-td.com>	Steven B. Chaiken <bchaiken@ag-td.com>	rowen s <rowen900@gmail.com>; Nathan Q. Rugg <nru@ag-td.com>; BRIAN ZIEGLER <bziegler@ertlmanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00112432	8th Jud. PLOG_0199						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00112788	8th Jud. PLOG_0200		3/13/2016	Nathan Q. Rugg <nru@ag-td.com>	Rowen <rowen900@gmail.com>; Craig Benjamin Green <crain@ag-td.com> bziegler@ertlmanball.com bziegler@ertlmanball.com	Steven B. Chaiken <bchaiken@ag-td.com>; [P5027]jw@certlmanball.com [P5025]jw@certlmanball.com	Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00112789	8th Jud. PLOG_0201						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00112908	8th Jud. PLOG_0202		3/14/2016	Nathan Q. Rugg <nru@ag-td.com>	bziegler@ertlmanball.com bziegler@ertlmanball.com; Steven B. Chaiken <bchaiken@ag-td.com>	Rowen <rowen900@gmail.com>; Craig Benjamin Green <crain@ag-td.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00112909	8th Jud. PLOG_0203						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00112910	8th Jud. PLOG_0204						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00113142	8th Jud. PLOG_0833		3/16/2016	BRIAN ZIEGLER <bziegler@ertlmanball.com>	"Michael Angelo" <Angelo@rtlmanball.com>	"Rowen" <rowen900@gmail.com>; LISA HUNTER <lhunter@ertlmanball.com>; STEVEN SULSKY <ssulsky@ertlmanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenupial Agreement	eMail
CTRL00113228	8th Jud. PLOG_0205		3/17/2016	BRIAN ZIEGLER <bziegler@ertlmanball.com>	Rowen <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft re: Wexford	eMail
CTRL00113229	8th Jud. PLOG_0206						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft re: Wexford	eAttach
CTRL00113288	8th Jud. PLOG_0834		3/18/2016	BRIAN ZIEGLER <bziegler@ertlmanball.com>	"Michael Angelo" <Angelo@rtlmanball.com>	"Rowen" <rowen900@gmail.com>; LISA HUNTER <lhunter@ertlmanball.com>; STEVEN SULSKY <ssulsky@ertlmanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00113448	8th Jud. PLOG_0207		3/17/2016	Craig Green <crain@ag-td.com>	Nathan Q. Rugg <nru@ag-td.com>; Steven B. Chaiken <bchaiken@ag-td.com>	rowen s <rowen900@gmail.com>; BRIAN ZIEGLER <bziegler@ertlmanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eMail
CTRL00113449	8th Jud. PLOG_0208						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00113450	8th Jud. PLOG_0209						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00113474	8th Jud. PLOG_0210		3/21/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Robert Fink <rfink@finklaw.com>; Michael Sarda <m.sarda@fawc.com>	Rowen <rowen900@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Westford	eMail
CTRL00113475	8th Jud. PLOG_0211							Attorney Client	Confidential communication involving information needed to render legal advice re: Draft: Westford	eMail
CTRL00113763	8th Jud. PLOG_0835		3/13/2016	Michael Angelo <MAngelo@reismanpetrez.com>	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Rowen <rowen900@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113764	8th Jud. PLOG_0836		3/13/2016	ecopp@reismanpetrez.com <ecopp@reismanpetrez.com>	Mike Angelo <mangelob@reismanpetrez.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113765	8th Jud. PLOG_0837							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113766	8th Jud. PLOG_0838		3/13/2016	ecopp@reismanpetrez.com <ecopp@reismanpetrez.com>	Mike Angelo <mangelob@reismanpetrez.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113767	8th Jud. PLOG_0839							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113774	8th Jud. PLOG_0840		3/23/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Michael Angelo <MAngelo@reismanpetrez.com>	Rowen <rowen900@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113775	8th Jud. PLOG_0841							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113816	8th Jud. PLOG_0212		3/24/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Westford	eMail
CTRL00113817	8th Jud. PLOG_0213							Attorney Client	Confidential communication involving information needed to render legal advice re: Westford	eMail
CTRL00113832	8th Jud. PLOG_0842		3/24/2016	Michael Angelo <MAngelo@reismanpetrez.com>	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>; Rowen <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113833	8th Jud. PLOG_0843							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113840	8th Jud. PLOG_0844		3/24/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Michael Angelo <MAngelo@reismanpetrez.com>; Rowen <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113841	8th Jud. PLOG_0845		3/24/2016	Michael Angelo <MAngelo@reismanpetrez.com>	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>; Rowen <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00113843	8th Jud. PLOG_0846		3/24/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Michael Angelo <MAngelo@reismanpetrez.com>; Rowen <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114099	8th Jud. PLOG_0214		3/28/2016	Nathan Q. Ruag <nruag@ag-ld.com>	Chalken <chalken@ag-ld.com>; Steven B. Chalken <schalken@ag-ld.com>; rowen900@gmail.com <rowen900@gmail.com>; craignier@gmail.com <craignier@gmail.com>				Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's bankruptcy litigation	eMail
CTRL00114161	8th Jud. PLOG_0847		3/28/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Michael Angelo <MAngelo@reismanpetrez.com>; rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114162	8th Jud. PLOG_0848							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114164	8th Jud. PLOG_0849		3/28/2016	BRIAN ZIEGLER <BZIEGLER@ertlmanballin.com>	Michael Angelo <MAngelo@reismanpetrez.com>; rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114165	8th Jud. PLOG_0850		3/28/2016	Michael Angelo <MAngelo@reismanpetrez.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114260	8th Jud. PLOG_0215		3/29/2016	Steven B. Chalken <schalken@ag-ld.com>	craignier@gmail.com <craignier@gmail.com>; rowen900@gmail.com <rowen900@gmail.com>; craignier@gmail.com <craignier@gmail.com>; brisagier@ertlmanballin.com <brisagier@ertlmanballin.com>	rowen900@gmail.com <rowen900@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's bankruptcy litigation	eMail
CTRL00114261	8th Jud. PLOG_0216		3/28/2016	Steven B. Chalken <schalken@ag-ld.com>	Chalken <chalken@ag-ld.com>; Steven B. Chalken <schalken@ag-ld.com>	Nathan Q. Ruag <nruag@ag-ld.com>			Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's bankruptcy litigation	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00114262	8th Jud. PLOG_0217							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114263	8th Jud. PLOG_0218							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114264	8th Jud. PLOG_0219				rowens900@gmail.com crowens90@gmail.com craigneerg@gmail.com craigneerg@gmail.com hziegler@certlmanballn.com bziegler@certlmanballn.com			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114265	8th Jud. PLOG_0220		3/28/2016	Steven B. Chalken <schalken@ag-td.com>	Nathan O. Juerg <njuerg@ag-td.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars bankruptcy litigation	eAttach
CTRL00114266	8th Jud. PLOG_0221							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114267	8th Jud. PLOG_0222							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114268	8th Jud. PLOG_0223							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars bankruptcy litigation	eAttach
CTRL00114271	8th Jud. PLOG_0851		3/29/2016	Michael Angelo <mAngelo@remanpatriez.com>	rowens900@gmail.com crowens90@gmail.com BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114273	8th Jud. PLOG_0852							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00114281	8th Jud. PLOG_0853		3/29/2016	Craig Green <craigneerg@gmail.com>	Brian Ziegler <BZIEGLER@certlmanballn.com>	Rowen S <rowens90@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114283	8th Jud. PLOG_0854							Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00114284	8th Jud. PLOG_0855							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00114285	8th Jud. PLOG_0856		3/29/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114286	8th Jud. PLOG_0857		3/29/2016	Craig Green <craigneerg@gmail.com>	Brian Ziegler <BZIEGLER@certlmanballn.com>	Rowen S <rowens90@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114300	8th Jud. PLOG_0858		3/29/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114295	8th Jud. PLOG_0859		3/29/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114324	8th Jud. PLOG_0860		3/29/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114346	8th Jud. PLOG_0861		3/30/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114364	8th Jud. PLOG_0862		3/30/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114415	8th Jud. PLOG_0863		3/30/2016	Michael Angelo <mAngelo@remanpatriez.com>	Rowen S <rowens90@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114417	8th Jud. PLOG_0864				BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Rowen S <rowens90@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00114475	8th Jud. PLOG_0865		3/30/2016	Michael Angelo <mAngelo@remanpatriez.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Rowen S <rowens90@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00114476	8th Jud. PLOG_0866							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Prepack Agreement	eattach
CTRL00114545	8th Jud. PLOG_0724		3/31/2016	BRIAN ZIEGLER <bziegler@certlmanballin.com>	"Nathan O. Rugg <nugg@ag-td.com>; Steven B. Chaiken <schaiken@ag-td.com>; 'Rowen' <rowen500@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>"		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars bankruptcy litigation	eMail	
CTRL00114546	8th Jud. PLOG_0725						Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft re: Caesars bankruptcy litigation	eattach
CTRL00114556	8th Jud. PLOG_0726		4/1/2016	BRIAN ZIEGLER <bziegler@certlmanballin.com>	"Rowen <rowen500@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>"	Nicholas Venditto <NVENDITTO@CERTLMANBALLIN.COM>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Trust Letters	eMail	
CTRL00114567	8th Jud. PLOG_0727						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Trust Letters	eattach
CTRL00114568	8th Jud. PLOG_0728						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Trust Letters	eattach
CTRL00114569	8th Jud. PLOG_0729						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Trust Letters	eattach
CTRL00114570	8th Jud. PLOG_0730						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eattach
CTRL00114571	8th Jud. PLOG_0731		4/1/2016	BRIAN ZIEGLER <bziegler@certlmanballin.com>	"Rowen <rowen500@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>"	Nicholas Venditto <NVENDITTO@CERTLMANBALLIN.COM>	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eMail	
CTRL00114572	8th Jud. PLOG_0732						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eattach
CTRL00114573	8th Jud. PLOG_0733						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eattach
CTRL00114574	8th Jud. PLOG_0734						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eattach
CTRL00114575	8th Jud. PLOG_0735						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Assignment Agreements	eattach
CTRL00114607	8th Jud. PLOG_0736		4/1/2016	Nathan O. Rugg <nugg@ag-td.com>	"Rowen <rowen500@gmail.com>; bziegler@certlmanballin.com <bziegler@certlmanballin.com>; Craig Benjamin Green <craiggreen@gmail.com>"	Steven B. Chaiken <schaiken@ag-td.com>; (F50937) <F50937@india.ag-td.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Settlement Term Sheet	eMail	
CTRL00114608	8th Jud. PLOG_0737						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft re: Settlement Term Sheet	eattach
CTRL00114633	8th Jud. PLOG_0738		4/1/2016	Nathan O. Rugg <nugg@ag-td.com>	"Rowen <rowen500@gmail.com>; bziegler@certlmanballin.com <bziegler@certlmanballin.com>; Craig Benjamin Green <craiggreen@gmail.com>"	Steven B. Chaiken <schaiken@ag-td.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft re: Caesars Proposal - Redline	eMail	
CTRL00114634	8th Jud. PLOG_0739						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft re: Caesars Proposal - Redline	eattach

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00114635	8th Jud. PLOG_0740							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft re: Caesars Proposal - Redline	eAttach
CTRL00114671	8th Jud. PLOG_0867		4/4/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving Prenuptial Agreement	eMail
CTRL00114672	8th Jud. PLOG_0868							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00114673	8th Jud. PLOG_0869		4/4/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114674	8th Jud. PLOG_0870		4/4/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTRL00114693	8th Jud. PLOG_0741		4/5/2016 <Nathan O. Rugg <nru@ag-td.com>	BRIAN ZIEGLER	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craigneerg@gmail.com>; Rowen <rowen900@gmail.com>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00114697	8th Jud. PLOG_0742		4/5/2016 <BZIEGLER@certlmanballin.com>	BRIAN ZIEGLER	Nathan O. Rugg <nru@ag-td.com>	Craig Green <craigneerg@gmail.com>; Rowen <rowen900@gmail.com>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00114698	8th Jud. PLOG_0743		4/5/2016 <Nathan O. Rugg <nru@ag-td.com>	BRIAN ZIEGLER	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craigneerg@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; (P50837) <worksite@index-ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00114693	8th Jud. PLOG_0744		4/5/2016 <Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER	Nathan O. Rugg <nru@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craigneerg@gmail.com>; Rowen <rowen900@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00114645	8th Jud. PLOG_0745		4/5/2016 <Steven B. Chalken <schalken@ag-td.com>	Michael Angelo	Rowen <rowen900@gmail.com>	Nathan O. Rugg <nru@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craigneerg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00114669	8th Jud. PLOG_0871		4/5/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving Prenuptial Agreement	eMail
CTRL00114669	8th Jud. PLOG_0872		4/5/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Prenuptial Agreement	eMail
CTRL00114670	8th Jud. PLOG_0873		4/5/2016 <MAngelo@retnmpntez.com>	Michael Angelo	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Prenuptial Agreement	eMail
CTRL00115071	8th Jud. PLOG_0746		4/6/2016 <NICHOLAS VENUTTO@CERTLMANBALLIN.COM>	Nicholas Venutto	Rowen <rowen900@gmail.com>; Craig Green <craigneerg@gmail.com>	Cynthia M. Thomas <CThomas@certlmanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Draft agreements	eMail
CTRL00115072	8th Jud. PLOG_0747							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115073	8th Jud. PLOG_0748							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115074	8th Jud. PLOG_0749							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115075	8th Jud. PLOG_0750							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115076	8th Jud. PLOG_0751							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115077	8th Jud. PLOG_0752							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115078	8th Jud. PLOG_0753							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115079	8th Jud. PLOG_0754							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach
CTRL00115080	8th Jud. PLOG_0755							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eAttach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00115121	8th Jud. PLOG_0256		4/6/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanbalin.com>	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>; rowen900@gmail.com <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: Draft agreements	eMail	
CTRL00115122	8th Jud. PLOG_0257						Attorney Client; Work Product		eAttach	
CTRL00115132	8th Jud. PLOG_0258		4/6/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Rowen <rowen900@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>		Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: Wedford	eMail	
CTRL00115170	8th Jud. PLOG_0259		4/7/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanbalin.com>	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Rowen <rowen900@gmail.com>	Attorney Client; Work Product		eMail	
CTRL00115171	8th Jud. PLOG_0260						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: Wedford	eMail	
CTRL00115180	8th Jud. PLOG_0261		4/7/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	rowen s <rowen900@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>		Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: Wedford	eAttach	
CTRL00115207	8th Jud. PLOG_0274		4/7/2016	Lucretia Summus lucretia.summus@retnanpeires.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client		eMail	
CTRL00115208	8th Jud. PLOG_0275						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: Prenuptial Agreement	eAttach	
CTRL00115233	8th Jud. PLOG_0946		4/8/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Rowen <rowen900@gmail.com>	Craig Green <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Attorney Client		eMail	
CTRL00115235	8th Jud. PLOG_0947		4/8/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Rowen <rowen900@gmail.com>	Craig Green <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Attorney Client	Confidential communication involving Information needed to render legal advice re: transfer of interest	eMail	
CTRL00115236	8th Jud. PLOG_0948		4/8/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanbalin.com>	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Rowen <rowen900@gmail.com>; Craig Green <craigneerg@gmail.com>	Attorney Client		eMail	
CTRL00115237	8th Jud. PLOG_0949		4/8/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanbalin.com>	Rowen <rowen900@gmail.com>; Craig Green <craigneerg@gmail.com>	Attorney Client	Confidential communication involving Information needed to render legal advice re: transfer of interest	eMail	
CTRL00115267	8th Jud. PLOG_0950		4/8/2016	Craig Green <craigneerg@gmail.com>	Rowen <rowen900@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Attorney Client		eMail	
CTRL00115348	8th Jud. PLOG_0951		4/8/2016	Nicholas Venditto <NENDITTO@CERTIMANBALIN.COM>	Benjamin Green <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: transfer of interest	eMail	
CTRL00115349	8th Jud. PLOG_0952						Attorney Client; Work Product		eAttach	
CTRL00115350	8th Jud. PLOG_0953						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00115351	8th Jud. PLOG_0954						Attorney Client; Work Product		eMail	
CTRL00115352	8th Jud. PLOG_0955						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00115353	8th Jud. PLOG_0956						Attorney Client; Work Product		eAttach	
CTRL00115354	8th Jud. PLOG_0957						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00115355	8th Jud. PLOG_0958						Attorney Client; Work Product		eMail	
CTRL00115356	8th Jud. PLOG_0959						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00115357	8th Jud. PLOG_0960						Attorney Client; Work Product		eMail	
CTRL00115358	8th Jud. PLOG_0961						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00115359	8th Jud. PLOG_0962						Attorney Client; Work Product		eMail	
CTRL00115361	8th Jud. PLOG_0963						Attorney Client; Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00115305	8th Jud. PLOG_0964						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115306	8th Jud. PLOG_0965						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115392	8th Jud. PLOG_0262		4/10/2016	Michael Sander <msander@vlaw.com>	Robert Fink <rfink@vlaw.com>; rowen s <rowen900@gmail.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Ples	email
CTRL00115393	8th Jud. PLOG_0783		4/10/2016	Michael Sander <msander@vlaw.com>	rowen s <rowen900@gmail.com>	Robert Fink <rfink@vlaw.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Ples	email
CTRL00115489	8th Jud. PLOG_0264		4/11/2016	Michael Sander <msander@vlaw.com>	Rowen <rowen900@gmail.com>; Craig Benjamin Green <craiggreen@gmail.com>; Brian Ziegler <bziegler@certlmanbain.com>	Robert Fink <rfink@vlaw.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	email
CTRL00115510	8th Jud. PLOG_0966		4/11/2016	Nicholas Venditto <NVENDITTO@CERTLMBAIN.COM>	Brian Ziegler <bziegler@certlmanbain.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re transfer of interest	email
CTRL00115511	8th Jud. PLOG_0967						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115512	8th Jud. PLOG_0968						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115513	8th Jud. PLOG_0969						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115514	8th Jud. PLOG_0970						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re transfer of interest	elect
CTRL00115515	8th Jud. PLOG_0971						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re transfer of interest	email
CTRL00115516	8th Jud. PLOG_0972		4/11/2016	Nicholas Venditto <NVENDITTO@CERTLMBAIN.COM>	Rowen <rowen900@gmail.com>; Brian Ziegler <bziegler@certlmanbain.com>	Craig Benjamin Green <craiggreen@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re UBS Account	email
CTRL00115590	8th Jud. PLOG_0265	USDC_PLOG_0052	4/15/2016	Brian Ziegler <bziegler@certlmanbain.com>	Rowen <rowen900@gmail.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re UBS Account	email
CTRL00115991	8th Jud. PLOG_0266	USDC_PLOG_0053					Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re Proutial Agreement	elect
CTRL00117851	8th Jud. PLOG_0941		5/5/2016	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re Proutial Agreement	email
CTRL00117852	8th Jud. PLOG_0942						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Tax Returns	elect
CTRL00118342	8th Jud. PLOG_0267	USDC_PLOG_0064	5/12/2016	Craig Green <craiggreen@gmail.com>	Michael Sander <msander@vlaw.com>	rowen s <rowen900@gmail.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Tax Returns	email
CTRL00118343	8th Jud. PLOG_0268	USDC_PLOG_0065					Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Tax Returns	elect
CTRL00118344	8th Jud. PLOG_0269	USDC_PLOG_0066					Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Tax Returns	elect
CTRL00118345	8th Jud. PLOG_0270	USDC_PLOG_0067					Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Tax Returns	elect
CTRL00119048	8th Jud. PLOG_0271	USDC_PLOG_0068	5/24/2016	Craig Green <craiggreen@gmail.com>	Brian Ziegler <bziegler@certlmanbain.com>; rowen s <rowen900@gmail.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Financial Information	email
CTRL00119049	8th Jud. PLOG_0272	USDC_PLOG_0069					Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Financial Information	elect

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00119493	8th Jud. PLOG_0273	USDC_PLOG_0073	6/1/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kfiaw.com>	rowen s <rowens90@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00119494	8th Jud. PLOG_0274	USDC_PLOG_0074					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eAttach
CTRL00119547	8th Jud. PLOG_0275	USDC_PLOG_0075	6/1/2016	Michael Sarder <msarder@kfiaw.com>	rowen s <rowens90@gmail.com> <craiggreen@gmail.com> <craiggreen@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail	
CTRL00119630	8th Jud. PLOG_0276	USDC_PLOG_0076	6/2/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kfiaw.com>	rowen s <rowens90@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00119631	8th Jud. PLOG_0277	USDC_PLOG_0077					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eAttach
CTRL00119632	8th Jud. PLOG_0278	USDC_PLOG_0078	6/2/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kfiaw.com>	rowen s <rowens90@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00119633	8th Jud. PLOG_0279	USDC_PLOG_0079					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eAttach
CTRL00119642	8th Jud. PLOG_0280	USDC_PLOG_0080	6/2/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimainballin.com>	Michael Sarder <msarder@kfiaw.com> <rowens90@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00119643	8th Jud. PLOG_0281	USDC_PLOG_0081					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eAttach
CTRL00119751	8th Jud. PLOG_0282	USDC_PLOG_0082	6/3/2016	Craig Green <craiggreen@gmail.com>	rowen s <rowens90@gmail.com>	Michael Sarder <msarder@kfiaw.com> ZIEGLER <BZIEGLER@certimainballin.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00119752	8th Jud. PLOG_0283	USDC_PLOG_0083					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eAttach
CTRL00121026	8th Jud. PLOG_0284	USDC_PLOG_0089	6/29/2016	Craig Green <craiggreen@gmail.com>	rowen s <rowens90@gmail.com>	Craig Green <craiggreen@gmail.com> Bziegler@certimainballin.com <bziegler@certimainballin.com> <F506377@worksiteindex.ag-hd.com <F506377@worksiteindex.ag-hd.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00121638	8th Jud. PLOG_0285	USDC_PLOG_0105	7/12/2016	Nathan Q. Hugg <nuggh@ag-hd.com>	rowen s <rowens90@gmail.com> Chulken <schulken@ag-hd.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Jeff Frederick	eMail
CTRL00121776	8th Jud. PLOG_0286	USDC_PLOG_0108	7/13/2016	Michael Sarder <msarder@kfiaw.com>	rowen s <rowens90@gmail.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Jeff Frederick	eMail
CTRL00121777	8th Jud. PLOG_0287	USDC_PLOG_0109					Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Jeff Frederick	eAttach
CTRL00121836	8th Jud. PLOG_0288	USDC_PLOG_0110	7/14/2016	Michael Sarder <msarder@kfiaw.com>	BRIAN ZIEGLER <BZIEGLER@certimainballin.com>	rowen s <rowens90@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Sentencing Letter	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00121837	8th Jud. PLOG_0289	USDC_PLOG_0111						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Letter	eAttach
CTRL00121838	8th Jud. PLOG_0290	USDC_PLOG_0112						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Letter	eAttach
CTRL00121946	8th Jud. PLOG_0973	USDC_PLOG_0115	7/15/2016	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	rowen s <rowen900@gmail.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Confidential communication reflecting legal advice and analysis in the course of litigation with Caesars, Planet Hollywood and Paris regarding Ramsay restaurants.	eMail
CTRL00121947	8th Jud. PLOG_0974	USDC_PLOG_0116						Attorney Client	Confidential communication reflecting legal advice and analysis in the course of litigation with Caesars, Planet Hollywood and Paris regarding Ramsay restaurants.	eAttach
CTRL00121948	8th Jud. PLOG_0975	USDC_PLOG_0117						Attorney Client	Confidential communication reflecting legal advice and analysis in the course of litigation with Caesars, Planet Hollywood and Paris regarding Ramsay restaurants.	eAttach
CTRL00121949	8th Jud. PLOG_0976	USDC_PLOG_0118						Attorney Client	Confidential communication reflecting legal advice and analysis in the course of litigation with Caesars, Planet Hollywood and Paris regarding Ramsay restaurants.	eAttach
CTRL00121950	8th Jud. PLOG_0977	USDC_PLOG_0119						Attorney Client	Confidential communication reflecting legal advice and analysis in the course of litigation with Caesars, Planet Hollywood and Paris regarding Ramsay restaurants.	eAttach
CTRL00122013	8th Jud. PLOG_0291	USDC_PLOG_0120	7/18/2016	Michael Sardar <msardar@kflaw.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Submission	eMail
CTRL00122014	8th Jud. PLOG_0292	USDC_PLOG_0121						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Submission	eAttach
CTRL00122047	8th Jud. PLOG_0293	USDC_PLOG_0122	7/18/2016	BARBARA HAGAN <BHAGAN@certlmanballn.com>	'rowen s' <rowen900@gmail.com>	BARBARA HAGAN <BHAGAN@certlmanballn.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Letter	eMail
CTRL00122048	8th Jud. PLOG_0294	USDC_PLOG_0123						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Letter	eAttach
CTRL00122183	8th Jud. PLOG_0295	USDC_PLOG_0127	7/20/2016	Michael Sardar <msardar@kflaw.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Submission	eMail
CTRL00122184	8th Jud. PLOG_0296	USDC_PLOG_0128						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Sentencing Submission	eAttach
CTRL00122214	8th Jud. PLOG_0297	USDC_PLOG_0129	7/21/2016	Michael Sardar <msardar@kflaw.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Sentencing	eMail
CTRL00122595	8th Jud. PLOG_0298	USDC_PLOG_0135	7/27/2016	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	'rowen s' <rowen900@gmail.com>; craigneerg@gmail.com PAUL B. SWEENEY <psweeney@certlmanballn.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Gaut Response Letter	eMail
CTRL00122556	8th Jud. PLOG_0299	USDC_PLOG_0136						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Gaut Response Letter	eAttach
CTRL00122682	8th Jud. PLOG_0800	USDC_PLOG_0138	7/29/2016	BARBARA HAGAN <BHAGAN@certlmanballn.com>	PAUL B. SWEENEY <psweeney@certlmanballn.com>; 'rowen s' <rowen900@gmail.com>; Craig Green <craigneerg@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Gaut Response Letter	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00122683	8th Jud. PLOG_0301	USDC_PLOG_0139						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Gaut Response Letter	attach
CTRL00122684	8th Jud. PLOG_0302	USDC_PLOG_0140						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Gaut Response Letter	attach
CTRL00122685	8th Jud. PLOG_0303	USDC_PLOG_0141						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Gaut Response Letter	attach
CTRL00122686	8th Jud. PLOG_0304	USDC_PLOG_0142						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Gaut Response Letter	attach
CTRL00122687	8th Jud. PLOG_0305	USDC_PLOG_0148	8/1/2016<BRIAN.ZIEGLER@certilmanballin.com>	BRIAN ZIEGLER	Michael Sander <msander@klaw.com>; 'rowen s' <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	email
CTRL00122688	8th Jud. PLOG_0306	USDC_PLOG_0149						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	attach
CTRL00122689	8th Jud. PLOG_0307	USDC_PLOG_0150	8/1/2016<Michael.Sander@klaw.com>	Michael Sander <msander@klaw.com>	'rowen s' <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	email
CTRL00122690	8th Jud. PLOG_0308	USDC_PLOG_0151						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	attach
CTRL00122691	8th Jud. PLOG_0309	USDC_PLOG_0152	8/1/2016<Michael.Sander@klaw.com>	Michael Sander <msander@klaw.com>	'rowen s' <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	email
CTRL00122692	8th Jud. PLOG_0310	USDC_PLOG_0153						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Memo	attach
CTRL00122693	8th Jud. PLOG_0311	USDC_PLOG_0154	8/7/2016<BARBARA.HAGAN@certilmanballin.com>	BARBARA HAGAN	'msander@klaw.com' <msander@klaw.com>; 'rowen s' <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Letters	email
CTRL00122694	8th Jud. PLOG_0312	USDC_PLOG_0155						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Letters	attach
CTRL00122695	8th Jud. PLOG_0313	USDC_PLOG_0174	8/15/2016<BARBARA.HAGAN@certilmanballin.com>	BARBARA HAGAN	'rowen s' <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Letter	email
CTRL00122696	8th Jud. PLOG_0314	USDC_PLOG_0175						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Draft Sentencing Letter	attach
CTRL00122697	8th Jud. PLOG_0315	USDC_PLOG_0179			BRIAN ZIEGLER <ziegler@certilmanballin.com>; Nathan O. Rugg <nrogg@ag-hcl.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re Ramsay Investigation	email
CTRL00130925	8th Jud. PLOG_0378		9/28/2012<rowen900@gmail.com>	rowen s' <rowen900@gmail.com>	'rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re CR Burger	email
CTRL00131769	8th Jud. PLOG_0979		11/7/2012<rowen900@gmail.com>	rowen s' <rowen900@gmail.com>	'rowen s' <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re CR Burger	email

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00131770	8th Jud. PLOG_0980		11/7/2012	rowen900@gmail.com <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certlinmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: Caesar's Restaurants	eMail
CTRL00131999	8th Jud. PLOG_0981		11/16/2012	rowen900@gmail.com <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certlinmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: Burger	eMail
CTRL00135074	8th Jud. PLOG_0876		5/15/2013	Rowen <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certlinmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: Elite Brand Hospitality	eMail
CTRL00140514	8th Jud. PLOG_0316		2/27/2015	Rowen <rowen900@gmail.com>	Craig Benjamin Green <cragngreen@gmail.com>; BRIAN ZIEGLER <BRIAN@BAH.com>		Attorney Client Work Product		Confidential communication involving information needed to render legal advice re: Draft Engagement Letter	eMail
CTRL00140515	8th Jud. PLOG_0317						Attorney Client Work Product		Confidential communication involving information needed to render legal advice re: Draft Engagement Letter	eMail
CTRL00140516	8th Jud. PLOG_0318				Jeffrey Frederick <jfrederick@obhospitality.com>; BRIAN ZIEGLER <bziegler@certlinmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: Ramsay Restaurants	eMail
CTRL00140518	8th Jud. PLOG_0877		2/27/2015	rowen s <rowen900@gmail.com>		cragngreen@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140857	8th Jud. PLOG_0319	USDC PLOG_0180	3/24/2015	Rowen <rowen900@gmail.com>	Craig Green <cragngreen@gmail.com>		Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140858	8th Jud. PLOG_0320	USDC PLOG_0181					Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140859	8th Jud. PLOG_0321	USDC PLOG_0182					Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140860	8th Jud. PLOG_0322	USDC PLOG_0183					Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140861	8th Jud. PLOG_0323	USDC PLOG_0184					Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140862	8th Jud. PLOG_0324	USDC PLOG_0185					Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00140864	8th Jud. PLOG_0325	USDC PLOG_0186	3/24/2015	Rowen <rowen900@gmail.com>	Michael Sordis <msordis@kthw.com>	Brian Ziegler <BZIEGLER@certlinmanballin.com>	Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00142001	8th Jud. PLOG_0316		6/10/2015	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlinmanballin.com>	Nathan O. Ruigg <nruigg@ag-td.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Caesar's Bankruptcy Litigation	eMail
CTRL00142002	8th Jud. PLOG_0327		6/11/2015	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlinmanballin.com>	Craig Green <cragngreen@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Caesar's Bankruptcy Litigation	eMail
CTRL00142036	8th Jud. PLOG_0328		6/15/2015	Rowen s <rowen900@gmail.com>	BARBARA HAGAN <BH@bah.com>		Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00142037	8th Jud. PLOG_0329						Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00142296	8th Jud. PLOG_0330		7/2/2015	Rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlinmanballin.com>; Nathan O. Ruigg <nruigg@ag-td.com>; Steven B. Chalker <schalker@ag-td.com>		Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00142351	8th Jud. PLOG_0331		7/8/2015	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlinmanballin.com>	Nathan O. Ruigg <nruigg@ag-td.com>	Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00142359	8th Jud. PLOG_0332		7/8/2015	Rowen <rowen900@gmail.com>	Nathan O. Ruigg <nruigg@ag-td.com>		Attorney Client Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00742419	8th Jud. PLOG_0333		7/14/2015	Rowen <rowen900@gmail.com>	Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00742421	8th Jud. PLOG_0334		7/14/2015	Rowen <rowen900@gmail.com>	Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00743427	8th Jud. PLOG_0335		10/1/2015	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <biegl@certimanball.com> Craig Benjamin Green <craiggreen@gmail.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00743428	8th Jud. PLOG_0336						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00743754	8th Jud. PLOG_0337		10/31/2015	Rowen <rowen900@gmail.com>	Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00743755	8th Jud. PLOG_0338		10/31/2015	Rowen <rowen900@gmail.com>	Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00744512	8th Jud. PLOG_0339		1/26/2016	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Nathan Q. Rugg <nqrugg@ag-td.com>; Craig Benjamin Green <craiggreen@gmail.com>; Steven B. Chaiken <schaiken@ag-td.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00744613	8th Jud. PLOG_0340		1/26/2016	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Nathan Q. Rugg <nqrugg@ag-td.com>; Craig Benjamin Green <craiggreen@gmail.com>; Steven B. Chaiken <schaiken@ag-td.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00744719	8th Jud. PLOG_0341	USDC_PLOG_0188	2/1/2016	Rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00744720	8th Jud. PLOG_0342	USDC_PLOG_0189					Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00744721	8th Jud. PLOG_0343	USDC_PLOG_0190					Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00744723	8th Jud. PLOG_0344	USDC_PLOG_0191					Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745730	8th Jud. PLOG_0345		3/15/2016	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Steven B. Chaiken <schaiken@ag-td.com>; <craiggreen@gmail.com>; Nathan Q. Rugg <nqrugg@ag-td.com>	Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Confidential communication involving	eMail
CTRL00745739	8th Jud. PLOG_0378		3/29/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745772	8th Jud. PLOG_0379		3/29/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745774	8th Jud. PLOG_0380		3/29/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745775	8th Jud. PLOG_0381		3/29/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745777	8th Jud. PLOG_0382		3/30/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745789	8th Jud. PLOG_0383		3/30/2016	Rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745790	8th Jud. PLOG_0384						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745791	8th Jud. PLOG_0385						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745792	8th Jud. PLOG_0386						Attorney Client; Work Product	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00745877	8th Jud. PLOG_0387		3/31/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@bsmanipelez.com>	BRIAN ZIEGLER <biegl@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail

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CTL00143878	8th Jud. PLOG_0088				Michael Angelo <MAngelo@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143879	8th Jud. PLOG_0089				Michael Angelo <MAngelo@reismanperez.com>			Attorney Client	Information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143893	8th Jud. PLOG_0346				Steven B. Chalken <schalken@ag-lltd.com>	Nathan Q. Ruag <nruag@ag-lltd.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>			Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation	eMail
CTL00143895	8th Jud. PLOG_0090				Michael Angelo <MAngelo@reismanperez.com>			Attorney Client	Information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143896	8th Jud. PLOG_0091				Michael Angelo <MAngelo@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143897	8th Jud. PLOG_0092				Michael Angelo <MAngelo@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143925	8th Jud. PLOG_0347	USDC_PLOG_0192			BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>			Attorney Client	Information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143927	8th Jud. PLOG_0348	USDC_PLOG_0193			BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nicholas Venditto <NVENDITTO@certlmanballin.com>			Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143953	8th Jud. PLOG_0949	USDC_PLOG_0194			BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nicholas Venditto <NVENDITTO@certlmanballin.com>			Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143957	8th Jud. PLOG_0950	USDC_PLOG_0195			Nicholas Venditto <NVENDITTO@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143986	8th Jud. PLOG_0982				Nicholas Venditto <NVENDITTO@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143988	8th Jud. PLOG_0983				Nicholas Venditto <NVENDITTO@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143989	8th Jud. PLOG_0984				Nicholas Venditto <NVENDITTO@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00143990	8th Jud. PLOG_0985				Nicholas Venditto <NVENDITTO@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00144018	8th Jud. PLOG_0351	USDC_PLOG_0196			Michael Sardar <msardar@vflaw.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00144019	8th Jud. PLOG_0352	USDC_PLOG_0197			Michael Sardar <msardar@vflaw.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00144058	8th Jud. PLOG_0986				Nicholas Venditto <NVENDITTO@certlmanballin.com>; Brian Ziegler <BZIEGLER@certlmanballin.com>; Rowen S <rowen900@gmail.com>; Craig Green <craiggreen@gmail.com>; PAUL B. SWEENEY <lsweeney@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00144524	8th Jud. PLOG_0353	USDC_PLOG_0198			BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prenuptial Agreement	eMail
CTL00144825	8th Jud. PLOG_0354	USDC_PLOG_0199			Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTL00144837	8th Jud. PLOG_0355	USDC_PLOG_0200			Michael Sardar <msardar@vflaw.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTL00144746	8th Jud. PLOG_0356	USDC_PLOG_0208			Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTL00144939	8th Jud. PLOG_0357	USDC_PLOG_0209			Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTL00144940	8th Jud. PLOG_0358	USDC_PLOG_0210			Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00146944	8th Jud. PLOG_0987		9/7/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	Nathan Q. Rugg, Esq. <n.rugg@ag-hd.com>; 'Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <psweeney@certimanballn.com>; 'Rowen S' <rowen900@gmail.com>; 'Craig Green' <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eMail	
CTRL00146945	8th Jud. PLOG_0988						Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: transfer of interest	eAttach	
CTRL00146946	8th Jud. PLOG_0989				'schalken@ag-hd.com' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <psweeney@certimanballn.com>; 'craiggreen@gmail.com' <craiggreen@gmail.com>; rowen900@gmail.com <rowen900@gmail.com>; JOHN GONIS <jgonis@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: contract termination	eMail	
CTRL00147087	8th Jud. PLOG_0990		9/12/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	Rowen S. <rowen900@gmail.com>; <BZIEGLER@certimanballn.com>; Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <craiggreen@gmail.com>; <craiggreen@gmail.com>; <rowen900@gmail.com>; JOHN GONIS <jgonis@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: contract termination	eMail	
CTRL00147092	8th Jud. PLOG_0991		9/12/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	Rowen S. <rowen900@gmail.com>; <BZIEGLER@certimanballn.com>; Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <craiggreen@gmail.com>; <craiggreen@gmail.com>; <rowen900@gmail.com>; JOHN GONIS <jgonis@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: contract termination	eMail	
CTRL00147098	8th Jud. PLOG_0992		9/12/2016-Nathan Q. Rugg <n.rugg@ag-hd.com>		<BZIEGLER@certimanballn.com>; Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <craiggreen@gmail.com>; <craiggreen@gmail.com>; <rowen900@gmail.com>; JOHN GONIS <jgonis@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice re: contract termination	eMail	
CTRL00147103	8th Jud. PLOG_0993	USDC_PLOG_0211	9/12/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	Rowen S. <rowen900@gmail.com>; <BZIEGLER@certimanballn.com>; Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; <craiggreen@gmail.com>; <craiggreen@gmail.com>; <rowen900@gmail.com>; JOHN GONIS <jgonis@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Correspondence re GR Burg	eMail	
CTRL00147104	8th Jud. PLOG_0994	USDC_PLOG_0212					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Correspondence re GR Burg	eAttach	
CTRL00147105	8th Jud. PLOG_0995	USDC_PLOG_0213					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Correspondence re GR Burg	eAttach	
CTRL00147106	8th Jud. PLOG_0996	USDC_PLOG_0214					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Correspondence re GR Burg	eAttach	
CTRL00147107	8th Jud. PLOG_0997	USDC_PLOG_0215					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Correspondence re GR Burg	eAttach	
CTRL00147314	8th Jud. PLOG_0998	USDC_PLOG_0216	9/15/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	'Rowen S' <rowen900@gmail.com>; 'craig green' <craiggreen@gmail.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>; Nathan Q. Rugg <n.rugg@ag-hd.com>; Steven B. Chalken' <schalken@ag-hd.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letters re Trust	eMail	
CTRL00147315	8th Jud. PLOG_0999	USDC_PLOG_0217					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letters re Trust	eAttach	
CTRL00147316	8th Jud. PLOG_0999	USDC_PLOG_0218					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letters re Trust	eAttach	
CTRL00147317	8th Jud. PLOG_0997	USDC_PLOG_0219					Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letters re Trust	eAttach	
CTRL00147459	8th Jud. PLOG_0998	USDC_PLOG_0220	9/19/2016-4ZIEGLER@certimanballn.com>	BRIAN ZIEGLER	'Rowen S' <rowen900@gmail.com>; 'craig green' <craiggreen@gmail.com>; Nathan Q. Rugg <n.rugg@ag-hd.com>; Steven B. Chalken' <schalken@ag-hd.com>; PAUL B. SWEENEY <psweeney@certimanballn.com>		Attorney Client Work Product	Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letters re Trust	eMail	

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00147461	8th Jud. PLOG_0369	USDC_PLOG_0221	9/19/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	"Rowen S" <rowens900@gmail.com>; Green Craig <craigneg@gmail.com>; Nathan Q. Rugg <nqrg@ag-td.com>; Steven B. Chalken <schalken@ag-td.com>; PAUL B. SWEENEY <psweeney@certlmanbalin.com>		Attorney Client; Work Product		Confidential communication involving analysis in anticipation of, or in the course of litigation re: Draft Letter re Trust Confidential communication involving	eMail
CTRL00147462	8th Jud. PLOG_0370	USDC_PLOG_0222					Attorney Client; Work Product		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Letter re Trust	eAttach
CTRL00147464	8th Jud. PLOG_0371	USDC_PLOG_0223	9/20/2016	Nathan Q. Rugg <nqrg@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Rowen S <rowens900@gmail.com>; Green Craig <craigneg@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; PAUL B. SWEENEY <psweeney@certlmanbalin.com>	Attorney Client		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Correspondence re GR Burger	eMail
CTRL00147942	8th Jud. PLOG_0372	USDC_PLOG_0224	10/1/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Rowen S <rowens900@gmail.com>		Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy litigation	eMail
CTRL00148023	8th Jud. PLOG_0373	USDC_PLOG_0225	10/4/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	rowens900@gmail.com <rowens900@gmail.com>		Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy litigation	eMail
CTRL00148024	8th Jud. PLOG_0374	USDC_PLOG_0226					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy litigation	eAttach
CTRL00148025	8th Jud. PLOG_0375	USDC_PLOG_0227					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy litigation	eAttach
CTRL00148422	8th Jud. PLOG_0376	USDC_PLOG_0228	11/21/2016	Michael Sander <msardar@dlw.com>	Rowen S <rowens900@gmail.com>		Attorney Client; Work Product		Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00148423	8th Jud. PLOG_0377	USDC_PLOG_0229					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eAttach
CTRL00148435	8th Jud. PLOG_0378	USDC_PLOG_0230	11/22/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	"Rowen S" <rowens900@gmail.com>		Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft settlement letter	eMail
CTRL00148456	8th Jud. PLOG_0379	USDC_PLOG_0231					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft settlement letter	eAttach
CTRL00150046	8th Jud. PLOG_0380	USDC_PLOG_0232	12/30/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	"Rowen S" <rowens900@gmail.com>		Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eMail
CTRL00150047	8th Jud. PLOG_0381	USDC_PLOG_0233					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eAttach
CTRL00150048	8th Jud. PLOG_0382	USDC_PLOG_0234					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eAttach
CTRL00150049	8th Jud. PLOG_0383	USDC_PLOG_0235	12/30/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	"Rowen S" <rowens900@gmail.com>		Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eMail
CTRL00150050	8th Jud. PLOG_0384	USDC_PLOG_0236					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eAttach
CTRL00150051	8th Jud. PLOG_0385	USDC_PLOG_0237					Attorney Client; Work Product		Confidential communication involving Information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: research re: Nevada litigation	eAttach

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00150057	8th Jud. PLOG_0386	USDC PLOG_0738	12/30/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanballin.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150053	8th Jud. PLOG_0387	USDC PLOG_0739						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150054	8th Jud. PLOG_0388	USDC PLOG_0740			BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150131	8th Jud. PLOG_0393		1/3/2017	PAUL B. SWENEY PAUL.B.SWENEY@certlmanballin.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150142	8th Jud. PLOG_0394		1/4/2017	PAUL B. SWENEY PAUL.B.SWENEY@certlmanballin.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150146	8th Jud. PLOG_0395		1/4/2017	PAUL B. SWENEY PAUL.B.SWENEY@certlmanballin.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150722	8th Jud. PLOG_0389	USDC PLOG_0743	2/1/2017	Dan McNutt <dm@cmilaw.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150723	8th Jud. PLOG_0390	USDC PLOG_0744						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00150907	8th Jud. PLOG_0391	USDC PLOG_0760	2/7/2017	Craig Green <craiggreen@gmail.com>	Dan McNutt <dm@cmilaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00151828	8th Jud. PLOG_0392	USDC PLOG_0761	3/11/2017	Nathan Q. Rugg <NQR@ag-hd.com>	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00152101	8th Jud. PLOG_0396		3/19/2017	Rob Garson - GS2Law <rg@gs2law.com>	Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00152102	8th Jud. PLOG_0397		3/19/2017	Rob Garson - GS2Law <rg@gs2law.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00152455	8th Jud. PLOG_0393	USDC PLOG_0762	3/30/2017	Dan McNutt <dm@cmilaw.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00152456	8th Jud. PLOG_0394	USDC PLOG_0763			Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00154448	8th Jud. PLOG_0395	USDC PLOG_0765	6/10/2017	Nathan Q. Rugg <NQR@ag-hd.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00154449	8th Jud. PLOG_0396	USDC PLOG_0766			Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00159754	8th Jud. PLOG_0397	USDC PLOG_0771	10/25/2017	Rowen S <rowen900@gmail.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00159755	8th Jud. PLOG_0398	USDC PLOG_0772			Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00164388	8th Jud. PLOG_0398		11/7/2017	Rowen S <rowen900@gmail.com>	Rowen S <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00169637	8th Jud. PLOG_0399	USDC_PLOG_0274	12/13/2013	rowen s <rowen900@gmail.com>	Robert Fink <rfink@kflaw.com>; BRIAN ZIEGLER <bziegler@certimnballin.com>; Michael Sarder <msarder@kflaw.com>			Attorney Client; Work Product; Accountant Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00169638	8th Jud. PLOG_0400		12/13/2013	rowen s <rowen900@gmail.com>	PAUL B. SWEENEY <psweeney@certimnballin.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Gaming regulations	eMail
CTRL00169640	8th Jud. PLOG_0401	USDC_PLOG_0275	12/13/2013	owen s <rowen900@gmail.com>	Michael Sarder <msarder@kflaw.com>; Robert Fink <rfink@kflaw.com>; BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client; Work Product; Accountant Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00171020	8th Jud. PLOG_0402		8/27/2014	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>	PAUL B. SWEENEY <psweeney@certimnballin.com>; craigneeg@gmail.com <craigneeg@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00171589	8th Jud. PLOG_0403	USDC_PLOG_0276	11/29/2014	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <brian@chah.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: IRS investigation	eMail
CTRL00172659	8th Jud. PLOG_0893		4/3/2015	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: dispute with Banesky	eMail
CTRL00173048	8th Jud. PLOG_0404	USDC_PLOG_0278	5/26/2016	owen s <rowen900@gmail.com>	Brian Ziegler <bziegler@certimnballin.com>; Craig Benjamin Green <craigneeg@gmail.com>; Michael Sarder <msarder@kflaw.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00173050	8th Jud. PLOG_0405	USDC_PLOG_0279	5/26/2016	owen s <rowen900@gmail.com>	Michael Sarder <msarder@kflaw.com>	Brian Ziegler <bziegler@certimnballin.com>; Craig Benjamin Green <craigneeg@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00173122	8th Jud. PLOG_0406	USDC_PLOG_0280	6/2/2016	owen s <rowen900@gmail.com>	Michael Sarder <msarder@kflaw.com>	Craig Green <craigneeg@gmail.com>; craigneeg@gmail.com <craigneeg@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft Financial Statement	eMail
CTRL00174049	8th Jud. PLOG_0999		9/12/2016	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: contract termination	eMail
CTRL00174050	8th Jud. PLOG_1000		9/12/2016	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: contract termination	eMail
CTRL00174052	8th Jud. PLOG_1001		9/12/2016	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest and contract termination	eMail
CTRL00174135	8th Jud. PLOG_0407	USDC_PLOG_0319	10/7/2016	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Ceasars Bankruptcy Litigation	eMail
CTRL00174405	8th Jud. PLOG_0408	USDC_PLOG_0321	11/22/2016	owen s <rowen900@gmail.com>	Joel Slicker <jslicker@justiceadvocategroupinc.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00174406	8th Jud. PLOG_0409	USDC_PLOG_0322						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00174407	8th Jud. PLOG_0410	USDC_PLOG_0323						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00174408	8th Jud. PLOG_0411	USDC_PLOG_0324						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00174409	8th Jud. PLOG_0412	USDC_PLOG_0325						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00175888	8th Jud. PLOG_0413		6/10/2015	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>	Craig Green <craigneeg@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Ceasars Bankruptcy Litigation	eMail
CTRL00175889	8th Jud. PLOG_0414		6/10/2015	owen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballin.com>	Craig Green <craigneeg@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Ceasars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00176952	8th Jud. PLOG_0415		7/2/2015	rowen s <rowen900@gmail.com>	Nathan Q. Rugg <nrg@ag-hd.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com> Steven B. Chaiken <schaiken@ag-hd.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Caesar's Bankruptcy Litigation	eMail
CTRL00176953	8th Jud. PLOG_0416							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Caesar's Bankruptcy Litigation	eAttach
CTRL00176957	8th Jud. PLOG_0417		7/17/2015	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Craig Benjamin Green <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00176958	8th Jud. PLOG_0418		8/20/2015	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00176959	8th Jud. PLOG_0419							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eAttach
CTRL0017697	8th Jud. PLOG_0420		9/9/2015	rowen <rowen900@gmail.com>	Nathan Q. Rugg <nrg@ag-hd.com>	<bziegler@certlmanballin.com> <bziegler@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00176945	8th Jud. PLOG_0421		9/14/2015	rowen <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Craig Green <craiggreen@gmail.com> PAUL B. SWEENEY <psweeney@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Ramsey Settlement	eMail
CTRL00176946	8th Jud. PLOG_0422		9/14/2015	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Craig Green <craiggreen@gmail.com> PAUL B. SWEENEY <psweeney@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Ramsey Settlement	eMail
CTRL00176947	8th Jud. PLOG_0423		9/14/2015	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>	Craig Green <craiggreen@gmail.com> PAUL B. SWEENEY <psweeney@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Ramsey Settlement	eMail
CTRL00176974	8th Jud. PLOG_0424		10/27/2015	rowen <rowen900@gmail.com>	Nathan Q. Rugg <nrg@ag-hd.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com> <bziegler@certlmanballin.com> Steven B. Chaiken <schaiken@ag-hd.com> Craig Green <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00176975	8th Jud. PLOG_0425							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eAttach
CTRL00176976	8th Jud. PLOG_0426							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eAttach
CTRL00176995	8th Jud. PLOG_0427	USDC_PLOG_0331	11/9/2015	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00177985	8th Jud. PLOG_0428		2/5/2015	rowen <rowen900@gmail.com>	Nathan Q. Rugg <nrg@ag-hd.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00177970	8th Jud. PLOG_0894		2/16/2015	rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eMail
CTRL00177971	8th Jud. PLOG_0895							Attorney Client	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eAttach
CTRL00177972	8th Jud. PLOG_0896							Attorney Client	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eAttach
CTRL00177973	8th Jud. PLOG_0897							Attorney Client	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eAttach
CTRL00177974	8th Jud. PLOG_0898							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eAttach
CTRL00177974	8th Jud. PLOG_0899		3/28/2015	rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@rkmanpellex.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Prupital Agreement	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00178125	8th Jud. PLOG_0900		3/29/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@esmanaperez.com>	BRIAN ZIEGLER <BZIEGLER@certimanbalin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00178141	8th Jud. PLOG_0901		3/29/2016	Rowen <rowen900@gmail.com>	Craig Green <craigneeg@gmail.com>	Brian Ziegler <BZIEGLER@certimanbalin.com>	Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178153	8th Jud. PLOG_0902		3/30/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@esmanaperez.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178156	8th Jud. PLOG_0903		3/30/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@esmanaperez.com>	BRIAN ZIEGLER <BZIEGLER@certimanbalin.com>	Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178158	8th Jud. PLOG_0904		3/30/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@esmanaperez.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178163	8th Jud. PLOG_0905		3/30/2016	Rowen <rowen900@gmail.com>	BHAGAN@certimanbalin.com <BHAGAN@certimanbalin.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178164	8th Jud. PLOG_0906						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178165	8th Jud. PLOG_0907						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178166	8th Jud. PLOG_0908						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178167	8th Jud. PLOG_0909						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178168	8th Jud. PLOG_0910						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178169	8th Jud. PLOG_0911						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178173	8th Jud. PLOG_0912		3/31/2016	Rowen <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certimanbalin.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178174	8th Jud. PLOG_0913						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178175	8th Jud. PLOG_0914						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178176	8th Jud. PLOG_0915						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178177	8th Jud. PLOG_0916						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178178	8th Jud. PLOG_0917						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178179	8th Jud. PLOG_0918						Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178237	8th Jud. PLOG_0429		4/5/2016	Rowen <rowen900@gmail.com>	Steven B. Chalken <schalken@ag-td.com>	Nathan Q. Hugg <nugg@ag-td.com> BRIAN ZIEGLER <BZIEGLER@certimanbalin.com> Craig Green <craigneeg@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00178238	8th Jud. PLOG_0919		4/5/2016	Rowen <rowen900@gmail.com>	Michael Angelo <MAngelo@esmanaperez.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178314	8th Jud. PLOG_0430	USDC PLOG_0332	4/11/2016	Rowen <rowen900@gmail.com>	Michael Sarder <msarder@kflaw.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00178336	8th Jud. PLOG_1002		4/14/2016	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanbalin.com>	Craig Green <craigneeg@gmail.com> PAUL B. SWEENEY <psweeney@certimanbalin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00178551	8th Jud. PLOG_0431	USDC PLOG_0336	6/15/2016	Rowen <rowen900@gmail.com>	Michael Sarder <msarder@kflaw.com>		Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail
CTRL00178558	8th Jud. PLOG_1003		6/27/2016	Rowen <rowen900@gmail.com>	Byn Dorfman <byndorfman@gmail.com>		Attorney Client		Confidential communication involving Preuptial Agreement	eMail
CTRL00179087	8th Jud. PLOG_0432	USDC PLOG_0339	7/12/2016	Rowen <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certimanbalin.com> Craig Benjamin Green <craigneeg@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sentencing	eMail