

CASE NO. 86462

IN THE SUPREME COURT OF NEVADA

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ROWEN SEIBEL, MOTI PARTNERS, LLC; MOTI PARTNERS 16, LLC; LLTQ ENTERPRISES, LLC; LLTQ ENTERPRISES 16, LLC; TPOV ENTERPRISES, LLC; TPOV ENTERPRISES 16, LLC; FERG, LLC; FERG 16, LLC; CRAIG GREEN; R SQUARED GLOBAL SOLUTIONS, LLC, Derivatively on Behalf of DNT ACQUISITION, LLC; and GR BURGR, LLC,

Appellants,

vs.

DESERT PALACE, INC.; PARIS LAS VEGAS OPERATING COMPANY, LLC; PHWLTV, LLC; and BOARDWALK REGENCY CORPORATION,

Respondents.

District Court Case No. A-17-760537-B

APPENDIX OF EXHIBITS TO APPELLANT'S OPENING BRIEF

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Notice of Entry of Order Granting Craig Green's Motion to Seal Exhibits 1-6 and 9-11 to His Motion for Summary Judgment, filed August 16, 2022	38	149	AA08091-AA08100
Notice of Entry of Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment, filed January 28, 2022	33	125	AA07017-AA07029

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 14, and 16 Thereto, filed February 3, 2021	13	82	AA02612-AA02625
Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Parties' Motion For Leave to File A Supplement to their Oppositions to Motions for Summary Judgment on Order Shortening Time, filed July 26, 2022	38	147	AA08072-AA08083
Notice of Entry of Order Granting Motion to Redact Caesars' Reply to Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto, filed June 2, 2022	34	132	AA07101-AA07112

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Order Granting Motion to Redact Caesars' Reply in Support of (1) Counter-Motion for Summary Judgment Against Craig Green; and (2) Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV – VIII of the First Amended Complaint) and Seal Exhibits 39-43 and 45-47 Thereto; and to Redact Reply in Support of PHWLTV, LLC's Motion for Attorneys' Fees and to Seal Exhibit 4 thereto, filed March 17, 2023	42	167	AA09054-AA09065
Notice of Entry of Order Granting Motion to Redact Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment, filed July 26, 2022	38	145	AA08051-AA08062
Notice of Entry of Order Granting Motion to Redact Opposition to Craig Green's Motion for Summary Judgment; Countermotion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV – VIII of the First Amended Complaint) and Seal Exhibits 2-3, 15-18, 21, 23-28, 31 and 33 in Appendix Thereto, filed March 17, 2023	42	166	AA09042-AA09053

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Order Granting Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 82, 84-87, 90, 82, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of its Motions for Summary Judgment, filed January 4, 2022	33	121	AA06980-AA06992
Notice of Entry of Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed April 13, 2020	5	57	AA01156-AA01162
Notice of Entry of Order Granting Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a The Old Homestead Steakhouse's Motion to Intervene, filed October 23, 2018	2	27	AA00383-AA00388
Notice of Entry of Order Granting the Development Parties' Motion for Leave to File a Supplement to Their Opposition to Motions for Summary Judgment, filed December 27, 2021	33	118	AA06945-AA06956
Notice of Entry of Order Granting the Development Parties' Motion to Redact Their Oppositions to the Counter-Motion and Cross-Motion for Summary Judgment and to Seal All or Portions of Exhibits A-2, A-3, B, D-F, and I-N to the Appendix of Exhibits Supporting the Oppositions, filed October 27, 2022	41	162	AA08869-AA08878

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Stipulated Confidentiality Agreement and Protective Order, filed March 12, 2019	2	33	AA00445-AA00469
Notice of Entry of Stipulation and Order for a Limited Extension of the Dispositive Motion Deadline, filed February 18, 2021	13	88	AA02687-AA02700
Notice of Entry of Stipulation and Order of Dismissal of J. Jeffrey Frederick With Prejudice, filed August 28, 2019	2	37	AA00483-AA00487
Notice of Entry of Stipulation and Order of Dismissal With Prejudice, filed June 3, 2022	34	136	AA07165-AA07173
Notice of Entry of Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-17-751759-B, filed February 13, 2018	1	17	AA00218-AA00224
Notice of Entry of Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request), filed October 19, 2020	7	70	AA01494-AA01523
Notice of Order Granting Caesars' Motion for Leave to File First Amended Complaint, filed March 11, 2020	5	52	AA01093-AA01100
Objections to Evidence Offered by Caesars in Support of its Motions for Summary Judgment, filed March 30, 2021	20	98	AA04118-AA04125

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Objections to Evidence Offered by Caesars in Support of its Opposition to Craig Green’s Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VII of the First Amended Complaint), filed August 31, 2022	38	153	AA08151-AA08154
Objections to Exhibits Offered in Support of Craig Green’s Motion for Summary Judgment, filed July 14, 2022	37	142	AA08034-AA08037
Objections to Exhibits Offered in Support of Craig Green’s Opposition to Caesars’ Counter-Motion for Summary Judgment and Rowen Seibel and the Development Entities’ Opposition to Caesars’ Cross-Motion for Summary Judgment, filed October 12, 2022	39	157	AA08432-AA08435
Objections to Exhibits Offered in Support of Plaintiffs’ Omnibus Supplement to Their Oppositions to Motions For Summary Judgment, filed January 13, 2022	33	123	AA07003-AA07006
Objections to Exhibits Offered in Support of the Seibel Parties’ Oppositions to Caesars’ Motions for Summary Judgment, filed November 30, 2021	32	114	AA06801-AA06808
Omnibus Order Granting the Development Entities, Rowen Seibel, and Craig Green’s Motions to Seal and Redact, filed May 26, 2021	31	109	AA06426-AA06437

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Omnibus Order Granting the Development Parties' Motions to Seal and Redact, filed February 8, 2022	33	126	AA07030-AA07038
Opposition to Caesars Motion for Leave to File First Amended Complaint, filed December 23, 2019 – FILED UNDER SEAL	5	47	AA00935-AA01009
Opposition to Craig Green's Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed July 14, 2022 – FILED UNDER SEAL	35	139	AA07450-AA07475
Opposition to Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed on October 14, 2019	3	39	AA00605-AA00704
Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green, filed on February 4, 2021	13	85	AA02657-AA02664
Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed on November 25, 2019	4	43	AA00759-AA00762

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Order Granting Caesars' Motion for Leave to File First Amended Complaint, filed March 10, 2020	5	51	AA01088-AA01092
Order Granting Craig Green's Motion to Seal Exhibits 1-6 and 9-11 to His Motion for Summary Judgment, filed August 15, 2022	38	148	AA08084-AA08090
Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment, filed January 28, 2022	33	124	AA07007-AA07016
Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 14, and 16 Thereto, filed February 2, 2021	13	81	AA02601-AA02611
Order Granting Motion to Redact Caesars' Opposition to the Development Parties' Motion For Leave to File A Supplement to their Oppositions to Motions for Summary Judgment on Order Shortening Time, filed July 26, 2022	38	146	AA08063-AA08071

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Order Granting Motion to Redact Caesars' Reply in Support of (1) Counter-Motion for Summary Judgment Against Craig Green; and (2) Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV – VIII of the First Amended Complaint) and Seal Exhibits 39-43 and 45-47 Thereto; and to Redact Reply in Support of PHWLTV, LLC's Motion for Attorneys' Fees and to Seal Exhibit 4 thereto, filed March 16, 2023	42	165	AA09033-AA09041
Order Granting Motion to Redact Caesars' Reply to Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto, filed May 31, 2022	34	131	AA07092-AA07100
Order Granting Motion to Redact Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment, filed July 26, 2022	38	144	AA08042-AA08050
Order Granting Motion to Redact Opposition to Craig Green's Motion for Summary Judgment; Countermotion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV – VIII of the First Amended Complaint) and Seal Exhibits 2-3, 15-18, 21, 23-28, 31 and 33 in Appendix Thereto, filed March 16, 2023	42	164	AA09024-AA09032

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Order Granting Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 82, 84-87, 90, 82, 99-100, and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of its Motions for Summary Judgment, filed January 3, 2022	33	120	AA06970-AA06979
Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed April 13, 2020	5	56	AA01152-AA01155
Order Granting Proposed Plaintiff in Intervention The Original Homestead Restaurant, Inc. d/b/a The Old Homestead Steakhouse's Motion to Intervene, filed October 23, 2018	2	26	AA00381-AA00382
Order Granting the Development Parties' Motion for Leave to File a Supplement to Their Opposition to Motions for Summary Judgment, filed December 27, 2021	33	117	AA06936-AA06944
Order Granting the Development Parties' Motion to Redact Their Oppositions to the Counter-Motion and Cross-Motion for Summary Judgment and to Seal All or Portions of Exhibits A-2, A-3, B, D-F, and I-N to the Appendix of Exhibits Supporting the Oppositions, filed October 26, 2022	41	161	AA08862-AA08868
Plaintiff's Reply to Defendant PHWLTV, LLC's Counterclaims, filed August 25, 2017	1	9	AA00168-AA00173

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Reply in Support of (1) Counter-Motion for Summary Judgment Against Craig Green and (2) Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed October 12, 2022 – FILED UNDER SEAL	39	158	AA08436-AA08452
Reply in Support of Craig Green’s Motion for Summary Judgment, filed October 12, 2022	39	155	AA08411-AA08422
Reply in Support of Motion to Amend LLTQ/FERG Defendants’ Answer, Affirmative Defenses and Counterclaims, filed on October 17, 2019	3	41	AA00711-AA00726
Reply to DNT Acquisition, LLC’s Counterclaims, filed July 25, 2018	2	23	AA00339-AA00350
Reply to LLTQ/FERG Defendants’ Counterclaims, filed July 25, 2018	2	24	AA00351-AA00374
Reporter’s Transcript, taken December 14, 2020	13	80	AA02498-AA02600
Reporter’s Transcript, taken December 6, 2021	33	116	AA06820-AA06935
Reporter’s Transcript, taken February 12, 2020	5	50	AA01060-AA01087
Reporter’s Transcript, taken May 20, 2020	6	60	AA01170-AA01224
Reporter’s Transcript, taken November 22, 2022	42	163	AA08879-AA09023

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Reporter's Transcript, taken November 6, 2019	4	42	AA00727- AA00758
Reporter's Transcript, taken September 23, 2020	7	67	AA01389- AA01462
Request for Judicial Notice of Exhibit 30 in Appendix of Exhibits in Support of Caesars' Opposition to Craig Green's Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed July 14, 2022	37	143	AA08038- AA08041
Request for Judicial Notice of Exhibits 39, 59, and 62 in Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment, filed February 25, 2021	20	96	AA04076- AA04079
Response to Objections to Evidence Offered by Caesars in Support of its Opposition to Craig Green's Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VII of the First Amended Complaint), filed August 31, 2022	38	152	AA08146- AA08150

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Response to Objections to Evidence Offered by Caesars in Support of Its Opposition to Craig Green’s Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed October 12, 2022	39	156	AA08423-AA08431
Rowen Seibel and the Development Entities’ Opposition to Caesars’ Cross-Motion for Summary Judgment, filed August 31, 2022 – FILED UNDER SEAL	38	151	AA08123-AA08145
Stipulated Confidentiality Agreement and Protective Order, filed March 12, 2019	2	32	AA00423-AA00444
Stipulation and Order for a Limited Extension of the Dispositive Motion Deadline, filed February 17, 2021	13	87	AA02676-AA02686
Stipulation and Order of Dismissal of J. Jeffrey Frederick With Prejudice, filed August 28, 2019	2	36	AA00481-AA00482
Stipulation and Order of Dismissal With Prejudice, filed June 2, 2022	34	133	AA07113-AA07118
Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-17-751759-B, filed February 9, 2018	1	16	AA00214-AA00217
Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request), filed October 15, 2020	7	69	AA01467-AA01493

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Substitution of Attorneys for GR Burger, LLC, filed March 17, 2021	20	97	AA04080-AA04417
The Development Entities and Rowen Seibel's Opposition to Caesars' Motion for Summary Judgment No. 1, filed March 30, 2021 – FILED UNDER SEAL	20	99	AA04126-AA04175
The Development Entities, Rowen Seibel, and Craig Green's Answer to Caesars' First Amended Complaint and Counterclaims, filed June 19, 2020	6	62	AA01231-AA01281
The Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery on Order Shortening Time, filed November 20, 2020 – FILED UNDER SEAL	7	71	AA01524-AA01591
The Development Entities, Rowen Seibel, and Craig Green's: (1) Reply in Support of Motion For Leave/ To Compel; (2) Opposition to Caesars' Countermotion for Protective Order; and (3) Opposition to Motion to Compel Deposition of Craig Green, filed December 7, 2020	12	78	AA02460-AA02469
The Development Entities' Opposition to Caesars' Motion to Strike Counterclaims, and/or in the Alternative, Motion to Dismiss, filed August 3, 2020	6	65	AA01316-AA01373

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
The Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay, filed December 30, 2021	33	119	AA06957-AA06969
Verified Complaint and Demand for Jury Trial, filed February 28, 2017	1	1	AA00001-AA00036

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 27th day of September, 2023, service of the foregoing was made by mandatory electronic service through the Nevada Supreme Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI

DEBRA L. SPINELLI

M. MAGALI MERCERA

PISANELLI BICE PLLC

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MMM@pisanellibice.com

*Attorneys for Respondents, Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLV, LLC; and Boardwalk Regency
Corporation*

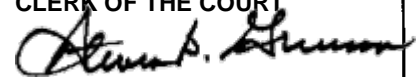
/s/ Susan Russo

Employee of BAILEY ♦ KENNEDY

TAB 47

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

TAB 48



1 ARJT

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

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

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

10 Plaintiff,)

11 -vs-)

CONSOLIDATED WITH
Case No.: A-17-760537-B

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

15 Defendants.)

16 and)

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

19 Nominal Plaintiff.)

AND ALL RELATED MATTERS)

HEARING DATE(S)
ENTERED IN
ODYSSEY



20 4th AMENDED ORDER SETTING CIVIL JURY TRIAL,
21 PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
22 AMENDED DISCOVERY SCHEDULING ORDER

23 Pursuant to the Stipulation and Order to Extend Discovery Deadlines and Trial (5th Request)
24 the Discovery Deadlines and Trial dates are hereby amended as follows:

25 IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

26 Motions to amend pleadings or add parties

Closed

27 Close of Fact Discovery

May 15, 2020

1	Designation of experts pursuant to NRCP 16.1(a)(2)	June 15, 2020
2	Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	July 15, 2020
3	Discovery Cut Off	August 14, 2020
4	Dispositive Motions	September 14, 2020
5	Motions in Limine	September 17, 2020

7 **IT IS HEREBY ORDERED THAT:**

8 A. The above entitled case is set to be tried to a jury on a **five week stack** to begin
9 **November 9, 2020 at 9:30 a.m.**

10 B. Pre-Trial Conference/Calendar Call will be held on **October 15, 2020 at 10:30 a.m.**

11 C. Parties are to appear on **September 9, 2020 at 9:00a.m.**, for a Status Check re Trial
12 Readiness.

13 D. The Pre-Trial Memorandum must be filed no later than **November 2, 2020**, with a
14 courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person)
15 **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include
16 in the Memorandum an identification of orders on all motions in limine or motions for partial
17 summary judgment previously made, a summary of any anticipated legal issues remaining, a brief
18 summary of the opinions to be offered by any witness to be called to offer opinion testimony as well
19 as any objections to the opinion testimony.

20 E. All motions in limine to exclude or admit evidence must be in writing and filed no
21 later than **September 17, 2020. Orders shortening time will not be signed except in extreme**
22 **emergencies.**

23 F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P.
24 16.1(a)(3) must be made at least 30 days before trial.

1 G. All discovery deadlines, and motions to amend the pleadings or add parties are
2 controlled by the previously issued Scheduling Order and/or any amendments or subsequent
3 orders.

4 H. All original depositions anticipated to be used in any manner during the trial must be
5 delivered to the clerk prior to the firm trial date given at Calendar Call. If deposition testimony is
6 anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions
7 of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days
8 prior to the firm trial date. Any objections or counterdesignations (by page/line citation) of
9 testimony must be filed and served by facsimile or hand, one (1) judicial day prior to the firm trial
10 date. Counsel shall advise the clerk prior to publication.
11

12 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
13 exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched placed in three
14 ring binders along with the exhibit list. The sets must be delivered to the clerk two days prior to the
15 firm trial date. Any demonstrative exhibits including exemplars anticipated to be used must be
16 disclosed prior to the calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
17 make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties,
18 demonstrative exhibits are marked for identification but not admitted into evidence.
19

20 J. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
21 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
22 make specific objections to items to be included in the Jury Notebook.
23

24 K. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
25 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
26 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
27

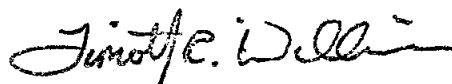
1 set of jury instructions and proposed form of verdict along with any additional proposed jury
2 instructions with an electronic copy in Word format.

3 **Failure of the designated trial attorney or any party appearing in proper person to**
4 **appear for any court appearances or to comply with this Order shall result in any of the**
5 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation**
6 **of trial date; and/or any other appropriate remedy or sanction.**

7
8 *Counsel is asked to notify the Court Reporter at least two (2) weeks in advance if they are*
9 *going to require daily copies of the transcripts of this trial or real time court reporting. Failure to*
10 *do so may result in a delay in the production of the transcripts or the availability of real time court*
11 *reporting.*

12
13 Counsel is required to advise the Court immediately when the case settles or is otherwise
14 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate
15 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A
16 copy should be given to Chambers.

17 DATED: January 7, 2020.

18
19 

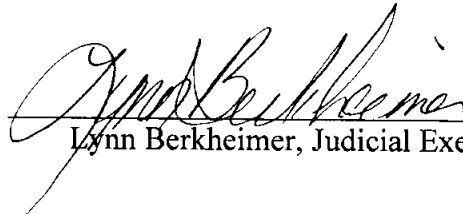
20 Timothy C. Williams, District Court Judge
21
22
23
24
25
26 ...
27 ...
28 ...

1 CERTIFICATE OF SERVICE

2
3 I hereby certify that on the date filed, a copy of the foregoing Amended Order Setting Civil
4 Jury Trial, Pre-Trial/Calendar Call was electronically served, pursuant to N.E.F.C.R. Rule 9, to all
registered parties in the Eighth Judicial District Court Electronic Filing Program as follows:

5 William E Arnault	warnault@kirkland.com
6 Magali Mercera	mmm@pisanellibice.com
7 Cinda Towne	cct@pisanellibice.com
8 Jeffrey J Zeiger	jzeiger@kirkland.com
9 Steven Bennett	scb@szslaw.com
10 Daniel J Brooks	dbrooks@szslaw.com
11 David A. Carroll	dcarroll@rrsc-law.com
12 Anthony J DiRaimondo	adiraimondo@rrsc-law.com
13 Gayle McCrea	gmccrea@rrsc-law.com
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17 "James J. Pisanelli, Esq." .	lit@pisanellibice.com
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TAB 49

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

TAB 50

1 CASE NO. A-17-751759-B

2 DOCKET U

3 DEPT. XVI

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5

6

DISTRICT COURT

7

CLARK COUNTY, NEVADA

8

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ROWEN SEIBEL,

)

10

Plaintiff,

)

11

vs.

)

12

PHWLTV LLC,

)

13

Defendant.

)

14

15

REPORTER'S TRANSCRIPT

16

OF

17

CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED
COMPLAINT; AND EX PARTE APPLICATION FOR ORDER
SHORTENING TIME; MOTION TO SEAL CERTAIN EXHIBITS TO
OPPOSITION TO CAESARS' MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT

19

20

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

21

DISTRICT COURT JUDGE

22

23

DATED WEDNESDAY, FEBRUARY 12, 2020

24

25

REPORTED BY: PEGGY ISOM, RMR, NV CCR #541

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Pursuant to NRS 239.053, illegal to copy without payment.

AA01060

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AA01062

1 LAS VEGAS, NEVADA, WEDNESDAY, FEBRUARY 12, 2020

2 9:03 A.M.

3 P R O C E E D I N G S

4 * * * * *

09:03:34 5
6 THE COURT: All right. Good morning to
7 everyone. Let's go ahead and place our appearances on
8 the record.

9 MR. PISANELLI: Good morning, your Honor.
09:03:39 10 James Pisanelli on behalf of the Caesars' entities.

11 MS. MECERA: Good morning. Magali Mecera on
12 behalf of the Caesars entities.

13 MS. WATKINS: Good morning, your Honor.
14 Brittnie Watkins on behalf of the Caesars entities.

09:03:50 15 MR. WILT: Your Honor, Allen Wilt for Gordon
16 Ramsey.

17 BR. BROOKS: Daniel J. Brooks for the Seibel
18 entities, and Seibel the person.

19 MR. CARROLL: David Carroll for the same.

09:04:03 20 THE COURT: All right. Once again good
21 morning. And it's my understanding we have a couple of
22 matters on. We have a motion for leave to file first
23 amended complaint on an order shortening time. We also
24 have a motion to seal exhibits. Let's go ahead and
09:04:16 25 deal with the motion to amend first.

09:04:19 1 Mr. Pisanelli, sir.

2 MR. PISANELLI: Good morning, your Honor. So,
3 your Honor, the central issue in this case is, of
4 course, the impact of Mr. Seibel's felony conviction
09:04:32 5 and how that plays for his suitability to conduct
6 business and a gaming licensee.

7 He, of course, defends in this case saying
8 that his fraud against the United States Government is
9 just being used as a pretext because Caesars
09:04:48 10 Entertainment simply just doesn't want to do business
11 with him.

12 Well, over the course of discovery in this
13 case we've uncovered further fraudulent conduct by
14 Mr. Seibel, and that he was engaged with one of his
09:05:03 15 cohorts in a scheme to obtain kickbacks from some of
16 the vendors for the restaurants of which he was a joint
17 venture and partner. I use that phrase loosely.

18 So the central issue now before us is whether
19 there is a good cause to amend -- for leave to amend in
09:05:22 20 light of the fact that the deadline for amendments has
21 passed.

22 And simple facts of the matter are these:

23 Mr. Seibel has been something short of a model
24 of cooperation in the discovery process. As we've put
09:05:38 25 forth in our papers, he has obstructed and delayed this

09:05:42 1 case in hopes of prosecuting similar issues in federal
2 court, bankruptcy courts, other courts across the
3 nation presumably because of his discomfort of coming
4 to a Nevada court to try and defend his actions against
09:05:57 5 the gaming licensee. But I leave that to him to
6 explain why he has been so uncooperative.

7 The point is this. The documents, the thread
8 that we started to pull that uncovered this second
9 fraud, were not produced in this action until after the
09:06:16 10 cutoff for amendments had already lapsed. As I said,
11 he took many months, six to eight months to even file
12 his answer in this case with all his delay tactics, and
13 that certainly carried over with his discovery
14 responses.

09:06:32 15 Now, those documents in and of themselves were
16 not a smoking gun that showed us what they were doing.
17 They were curious documents that didn't necessarily
18 have anything to do with his felony conviction and his
19 suitability. And surely, once we did get those
09:06:46 20 documents, had we run to court with no deposition
21 testimony even explaining what they were, first of all
22 we wouldn't have done it because I don't think it would
23 satisfy my Rule 11 obligations before coming before
24 you. But they too, I'm sure Mr. Seibel and his counsel
09:07:00 25 would have complained that we were running to court as

1 alarmists not even knowing what we were talking about.

2 So what we did is what I think your Honor
3 would expect us to do. We did our job. We set out to
4 do discovery on all issues in this case including what
5 these strange documents were, only to find one of the
6 co-conspirators, I'll call them, denying any knowledge
7 what they were. Despite that we would later learn he
8 was actually the architect of the scheme.

9 He denied even knowing what they were in his
10 deposition, but Mr. Seibel brazenly told us what they
11 were and simply claimed that that's not a kickback
12 scheme. That is a marketing scheme. So whatever it
13 is, that's for your Honor and a jury to decide at a
14 later date.

15 The only defense that we see in the motion
16 today is not that there was no kickback scheme and that
17 is this is frivolous, or that this is futile. The only
18 defense is you should have caught us sooner, he says,
19 because in another case we planted a couple of those
20 documents, the needle in the proverbial haystack, with
21 a document dump about two months prior to our cutoff
22 here for amendments.

23 Well, first of all it was another case.
24 Second of all, it was, as I said, planted inside a
25 document dump where we didn't even know what those

documents were in ten-plus thousand documents.

And third, those documents themselves were not even usable for some time until after the expiration of our cutoff here because they were not produced in proper form in that action.

So it's a thin excuse. We -- we had no ability respectfully to catch them at this sooner. Certainly, even if that document in another case was a smoking gun, we didn't realize what it was until the depositions took place which were months after the cutoff here. So we have plenty --

THE COURT: I mean, you're not conducting discovery in the other case, anyway so --

MR. PISANELLI: Yeah. They're overlapping.

THE COURT: Yeah.

MR. PISANELLI: So we're using them for both now.

THE COURT: I understand.

MR. PISANELLI: We're not asking to change the trial date. We're not asking to do anything other than bring all of Mr. Seibel's fraud before your Honor and before the jury in this case to be efficient instead of having two different lawsuits. We've already got enough lawsuits. And this is a consolidated action to begin with.

09:09:21 1 And the excuse that we should have caught them
2 earlier when they weren't participating in discovery in
3 good faith really doesn't hold a lot of weight in our
4 view. So we think we've met the standard of good cause
09:09:35 5 under the circumstances and respectfully ask that we be
6 given leave to amend our complaint.

7 THE COURT: Thank you, sir.

8 MR. PISANELLI: Thank you.

9 THE COURT: Counsel.

09:09:52 10 MR. BROOKS: Good morning, your Honor.

11 THE COURT: Good morning.

12 MR. BROOKS: The last time I appeared in front
13 of you, I was on the telephone and you denied our
14 motion to amend a counterclaim in this same action.

09:10:04 15 THE COURT: Why does that matter?

16 MR. BROOKS: Because the same rationale
17 applies here as I'm going to --

18 THE COURT: Well, I mean, I have to conduct a
19 good cause analysis --

09:10:13 20 MR. BROOKS: Right.

21 THE COURT: -- under the Nutton case. It's
22 not a tit for tat. It's I look at each issue
23 individually.

24 MR. BROOKS: Right. But the issue is the
09:10:22 25 same. In fact, I would say the issue is weaker here as

09:10:25 1 a motion to amend. Now they say these are not smoking
2 guns. If you look at Exhibit 6 and 9 to their motion,
3 it's very clearly stated that doesn't use the word
4 "kickback". It uses the word "rebate". That in one
09:10:39 5 case one vendor is paying 5 percent rebate to one of
6 Mr. Seibel's entities. And then the other vendor is
7 paying 15 percent rebate. And if you look at our
8 Exhibit 1E, it states -- that email states that a 1099
9 will be issued.

09:10:56 10 So that, those documents were all produced in
11 CD form on December 7, 2018. The cutoff to amend
12 pleadings or add new parties was February 4, 2019. The
13 documents on their face clearly show a rebate being
14 paid. If they think that's unlawful, they were on
09:11:20 15 notice of that.

16 Now, I notice in this motion they filed here
17 and in their reply that they filed about a week ago and
18 in the oral argument that you just heard, they never
19 tell you when they found these documents. They never
09:11:37 20 tell you that. So you have to assume they got them by
21 Federal Express on December 8, and that's when they
22 knew.

23 If they didn't even notice them until May or
24 June or July, they would have told you that in their
09:11:51 25 motion or in the oral argument you just heard.

09:11:54 1 Now, even indulging -- and it's not another
2 case. It's a highly closely related case, and the
3 parties have agreed that all document discovery and
4 depositions in the two cases can be used
09:12:10 5 interchangeably. It's not some other random case.
6 It's a federal case here in Las Vegas involving the
7 same issues and the same parties.

8 And even if you want to take what they say at
9 face value that, Well, we don't like to run into court
09:12:26 10 and accuse people of things prematurely, they could
11 have asked to change the date, the deadline for
12 amending pleadings or adding parties. They could have.
13 They didn't. And they say, Well, we didn't really
14 understand what happened until we took depositions on
09:12:46 15 September 6, 2019, and September 24, 2019.

16 Yet, your Honor, on October 8, 2019, after
17 those depositions, they filed with you voluntarily with
18 us a stipulation amending the scheduling order which
19 was filed in the Court on October 15, 2019. It's
09:13:08 20 Exhibit 6 to our opposition, your Honor. And on page 1
21 of that scheduling order it states the time to amend
22 pleadings or add parties is closed.

23 They could have by then. They certainly even
24 by their admission they knew what -- they knew that
09:13:25 25 they thought they had a claim. Why didn't they say to

09:13:28 1 us, Hey, let's extend the time to amend pleadings or
2 add parties? And I think the answer to that, your
3 Honor, is they knew we wanted to amend our counterclaim
4 on behalf of one of these parties, LLTQ, and they
09:13:45 5 didn't want us to be able to. So they opposed that
6 successfully, the one I argued on the phone. And now
7 they want to change the rules.

8 Your Honor, in the opinion you wrote on
9 November 25th, denying our motion, you laid out the
09:14:05 10 good cause standard under Rule 16. And you said what
11 was fatal to our attempt to amend was that we knew --
12 we knew the facts before the filing date -- I'm sorry,
13 before the deadline for amending pleadings and we
14 waited. That's exactly what they did.

09:14:23 15 And, in fact, they --

16 THE COURT: Tell me this, though. How can you
17 know the facts without taking depositions? Because --

18 MR. BROOKS: Because you --

19 THE COURT: No, I'm serious about this.

09:14:33 20 MR. BROOKS: I'm sorry.

21 THE COURT: Because, I mean, I took thousands
22 of depositions.

23 MR. BROOKS: Right.

24 THE COURT: Relying upon documents they
09:14:38 25 weren't necessary in the business court setting.

09:14:40 1 MR. BROOKS: Right.

2 THE COURT: But until you have testimony --

3 MR. BROOKS: Right.

4 THE COURT: -- under oath, explaining what the

09:14:49 5 documents --

6 MR. BROOKS: Um-hum.

7 THE COURT: -- were for and their purposes --

8 MR. BROOKS: Um-hum.

9 THE COURT: -- and the like, you don't have

09:14:55 10 meaning.

11 MR. BROOKS: Right.

12 THE COURT: And that I think that's the

13 important issue when it comes to discovery. And that's

14 why we take depositions.

09:15:01 15 MR. BROOKS: So I have two responses to that,

16 your Honor. The first one I already said is if they

17 thought this looked suspicious, they should have moved.

18 They should have agreed with us to move the deadline

19 for amending pleadings.

09:15:17 20 The second thing is if you would just look at

21 Exhibit 6 to their motion, it was marked as

22 Exhibit C 37 in the deposition Mr. Pisanelli was just

23 talking about, and it's clear. It shows that they're

24 getting 5 percent of these proceeds of the sales of

09:15:40 25 steak by Pat LaFrieda to some of the Caesars

09:15:44 1 restaurants. And it breaks it down. Paris Hotel,
2 Caesars. It shows the amounts. And this is in 2011
3 and '12. It says \$2.14 million. Pat LaFrieda Feeder
4 RS. That's Rowen Seibel 5 percent.

09:16:00 5 Then they calculated. The total owed to Rowen
6 Seibel per LaFrieda, \$107,031.79. Total paid to Rowen
7 Seibel through September 3, 2012, \$57,590.06. Total
8 owed to Rowen, they subtract what was paid from what
9 should have been paid. The total owed to Rowen is

09:16:25 10 \$49,000. And this is an email chain. It goes through.
11 It discusses the deal. It discusses the percent.

12 If you look at Exhibit 9 to their motion, this
13 is the other vendor, and it's in 9, I think a beer
14 distributor, same thing. Says we're going to get --
09:16:41 15 we're going to give you 15 percent of rebates, and
16 we'll send you -- on page TPOV00018823 it says we're
17 going to give you a 1099 at the end of the year for tax
18 purposes.

19 And those are only two of the emails. There
09:17:00 20 were four that we attached to our opposition. There
21 are taken off of a duplicate of the CD that was sent to
22 Caesars by former counsel, the firm that proceeded us
23 in the case. They made a duplicate CD. They sent it
24 by Federal Express. And we printed out exhibits -- in
09:17:20 25 our opposition Exhibits 1. Exhibit 1 is an affidavit

09:17:24 1 from the attorney at the old firm who did this. And
2 Exhibit 1A is a letter that he sent to Caesars' counsel
3 enclosing the CDs with the Bates page ranges.

4 Exhibit 1B, C, D -- excuse me, your Honor --
09:17:38 5 and E are four emails that very clearly show an
6 agreement to get a rebate from these two vendors. And
7 then we attached the next four exhibits to our
8 opposition, are those documents with the same Bates
9 page number at the bottom as marked as deposition
09:18:00 10 Exhibits 37GR3, 4, and 6, I believe.

11 So they knew. And everything you said in the
12 opinion, your Honor, on November 25th applies here.
13 And it applies, I would say, more strongly. Because
14 here, they're trying to add a party. And maybe they're
09:18:16 15 not asking for the trial date to be changed yet, but
16 they're going to want to embark on a lot of discovery.
17 They've already been serving subpoenas to third
18 parties. And they're adding a party.

19 All we were trying to do is get one more
09:18:32 20 restaurant named, not as a party but it was one more
21 restaurant which we allege they should have included us
22 in because it was a restricted venture so-called
23 involving Gordon Ramsey. And all it would have meant
24 is if you would have granted that, is that we would
09:18:53 25 have added that -- the name of that restaurant, and

09:18:55 1 they would have had to give us one more PNL for that
2 restaurant. They already give us PNLs for, I think,
3 six or seven other restaurants.

4 But you -- your Honor, you ruled and supported
09:19:07 5 by case law. You signed an order which actually
6 counsel for Caesars drafted at your request, and that
7 we agreed to. All the parties agreed to it. And it's
8 clearly if you look at Exhibit 7 to our opposition, you
9 said that: "The Court further finds that where a

09:19:30 10 scheduling order has entered, the lenient standard
11 under Rule 15(a) which provides leave to amend shall be
12 freely given, must be balanced against the requirement
13 of Rule 16(b) that the Court's scheduling order shall
14 not be the modified except upon a showing of good
09:19:45 15 cause."

16 Then it continues: Disregarding the
17 scheduling order would undermine the Court's ability to
18 control its docket, disrupt the agreed-upon course of
19 the litigation, and reward the indolent and the
09:19:55 20 cavalier.

21 THE COURT: Okay. And for the record I agree
22 with all that. But, ultimately, at the end of the day
23 when a motion is made to somehow change the scheduling
24 order of the trial court, I'm required to conduct a
09:20:09 25 good cause analysis under Nutton.

09:20:11 1 MR. BROOKS: Right.

2 THE COURT: And you do that on an
3 issue-by-issue basis. And so I'm not really concerned
4 about prior decisions in this case. I'm concerned
09:20:17 5 about the four factors as set forth in the Nutton case.

6 MR. BROOKS: Okay.

7 THE COURT: And more specifically the
8 explanation for the untimely conduct.

9 Two, the importance of the requested untimely
09:20:27 10 action.

11 Three, the potential prejudice in allowing
12 untimely conduct.

13 And last, but not least, the availability of a
14 continuance to cure such prejudice.

09:20:37 15 And so I'm not really looking back
16 retrospectively as to what decisions I made in this
17 case. I'm looking at it on an issue-by-issue basis.
18 And I would love to remember all the argument that was
19 made back in the fall of last year. I can't. I have
09:20:53 20 too many cases. I have -- I have -- in fact, today I'm
21 looking at it. I'm trying to -- wondering why our
22 calendar is so clogged --

23 MR. BROOKS: Right.

24 THE COURT: -- with matters. Because there's
09:21:02 25 certain matters I'd love to spend more time with. I

09:21:05 1 can't.

2 But the bottom line is this, when I'm making
3 this decision, I want an analysis under this case.
4 That's all. And if the -- and our Supreme Court said,
09:21:15 5 Look, the four factors are nonexclusive. It's right
6 out of the decision.

7 MR. BROOKS: Right.

8 THE COURT: And so, ultimately, that's going
9 to be my safe harbor on any decision I make today. I
09:21:28 10 just want to tell everybody that.

11 MR. BROOKS: Right.

12 THE COURT: That's what it's going to be.

13 MR. BROOKS: All I'm saying, your Honor, is
14 they were aware of these facts. They were aware of
09:21:34 15 them in December of 2018, early December of 2018.

16 They're complaining about a document dump. That was
17 what was agreed to for the ESI, the electronically
18 stored information. It wasn't a document dump.

19 And I'll just repeat. I said it before. If
09:21:50 20 they -- if they actually only noticed those emails, the
21 needle in the haystack, after February 4, 2019, the
22 deadline in this case for amending or adding parties,
23 they would have told you. They would have said, you
24 know, we only noticed these emails on May 11, 2019, and
09:22:10 25 this is how we came to notice them.

09:22:13 1 They didn't tell you that. That speaks
2 volumes. They knew before -- or if they saw them and
3 they weren't sure exactly what they meant, and I submit
4 they're pretty clear on their face, they could have
09:22:25 5 tried to agree with us to amend to change the deadline
6 for amending counterclaims -- claims and adding
7 parties.

8 They didn't want to do that because they
9 wanted to oppose our motion to amend our counterclaim,
09:22:37 10 which they knew about. So I just think whether you
11 want to refer to your prior decision or not that the
12 logic is the same.

13 There's no good valid reason for this delay on
14 their part. There's no good cause. Even according to
09:22:55 15 what they say, they knew after the depositions on
16 September 6 and 24th of 2019 that they thought they had
17 a claim. And, yet, they then, a couple of weeks later,
18 stipulated with us in the third scheduling order,
19 Exhibit 6 to our opposition, that the time for amending
09:23:16 20 claims or adding parties was closed. So there is no
21 good cause.

22 And this -- the good cause analysis stems from
23 the fact that they missed the deadline, not that
24 they're asking in this case to change the trial date.
09:23:31 25 They missed a deadline. As you correctly pointed out

09:23:35 1 in your previous order and as the Nutton case says, if
2 you miss the deadline, you're under Rule 16. You're in
3 that universe, not Rule 15. You have to have good
4 cause. They don't have good cause.

09:23:47 5 So with that said, your Honor, we will rest on
6 our papers. I think -- I've told you which exhibits we
7 think should be dispositive here. It's very clear they
8 had these emails. They used them in depositions. If
9 you read the four emails, Exhibits 1B, C, D, and E, no
09:24:10 10 reasonable person wouldn't understand what that was
11 referring to. We call it -- they called it an email, a
12 rebate program. They call it kickbacks.

13 We don't think it's illegal at all, but
14 that's -- we didn't brief that issue. We're not
09:24:28 15 arguing the merits of this relationship. I'll just say
16 Mr. Seibel and his entities were not fiduciaries of
17 Caesars. They were not partners of Caesars. They were
18 not employees of Caesars. And they had a relationship
19 with these two vendors, not just the Caesars
09:24:46 20 establishments.

21 They got 1099s. It wasn't secret. But that's
22 not the point. The point is this case will be really
23 delayed if you allow this, your Honor. As I've said,
24 they've served third party subpoenas already on Pat
09:25:06 25 LaFrieda, the meat vendor, and I think other, other

09:25:10 1 entities.

2 So, your Honor, unless you have some
3 questions, I'll rest on our papers.

4 THE COURT: Thank you, sir.

09:25:16 5 MR. BROOKS: Thank you.

6 MR. PISANELLI: I don't think this case is
7 going to be delayed for even one minute because of
8 this.

9 First of all, it's not a sin but actually a
09:25:31 10 good fact that we've already started the other
11 discovery with subpoenas to third parties. I'm sure we
12 would have been criticized had we done the opposite,
13 sat on our hands.

14 Secondly, this idea of a new party can be
09:25:44 15 brought in, new parties, Mr. Green who is the manager
16 of all these defendants in this case has been sitting
17 as the 30(b)(6) for those entities. So it's not like
18 he has to come up to speed on a new case and knows
19 nothing about it. He is more involved in these cases,
09:26:01 20 it seems, then Mr. Seibel himself.

21 And it was Mr. Green who delayed uncovering
22 what this kickback scheme was because he was not
23 truthful during his deposition when confronted with
24 these emails to tell us when asked what are they about.
09:26:15 25 He said "I don't know." But he did know. As I said he

09:26:18 1 was the architect of this -- of the scheme.

2 I find it interesting that counsel refers to
3 these documents. Like Exhibit 6 he referred to as the
4 smoking gun. I'm sure they're going to be running
09:26:31 5 backwards from that comment when we're in front of a
6 jury saying that it's no smoking gun.

7 But that said, just look at it, your Honor.
8 It's -- it's an audit. That's what it says. Pat
9 LaFrieda audit. Doesn't say "kickback", "I hope

09:26:46 10 Caesars doesn't catch us," "there's our illegal
11 scheme," that type of smoking gun. It says audit. And
12 we were questioning audit of what. That's when the
13 thread that I referred to as the deposition started to
14 uncover what really was afoot here.

09:27:00 15 And finally, your Honor, it's worthy to note
16 that even the depositions -- put aside Mr. Green not
17 being forthright what these things were about.
18 Mr. Seibel himself seems to have had a bit of a
19 revolving door at his counsel table here with a number
09:27:18 20 of different lawyers coming in and out of this case,
21 which has delayed Mr. Seibel sitting down and giving
22 sworn testimony.

23 We were originally trying to get him to tell
24 us about these things in May of 2019. And they sought
09:27:31 25 delays of his depositions as they transitioned from one

09:27:35 1 counsel to the next, which I think we're about to see
2 yet again.

3 So the point is this. I hear your point, your
4 Honor, loud and clear about understanding what
09:27:46 5 documents mean, depositions shed light on cold
6 documents, typically, like emails in particular.
7 They're drafted between insiders. They don't spell out
8 everything they're referring to or where it all comes
9 from because they know.

09:27:59 10 We were not insiders to this kickback scheme,
11 but once we got to talk to those insiders and make them
12 raise their hands and swear to tell the truth, then
13 some light was shined on this scheme. That's when we
14 finally figured it out. That's when we came to you to
09:28:14 15 ask for leave.

16 Counsel's primary grievance, it sounds like,
17 is that we wanted to amend our pleading, as you said,
18 on a case-by-case basis, not just open up pleadings
19 again. Well, we uncovered a new claim against you,
09:28:31 20 and, therefore, we're obligated to change the amendment
21 date so that the defendants, the wrongdoers here, can
22 add more nonsense into this case? That's not how this
23 works.

24 Your Honor wouldn't, I suspect, have allowed a
09:28:45 25 stipulation like that in the first place anyway. You

09:28:47 1 have always told us after the dates have
2 passed that we have to show good cause. So the fact
3 that he's not happy that we wouldn't give him a free
4 pass because we needed the amendment in light of their
09:29:00 5 bad faith conduct doesn't seem to be a real defense.

6 So we think we've met the four prongs. There
7 certainly is no prejudice here. And to the extent
8 there is any prejudice, if it were to result in the
9 delay, I don't think it would, that's a result of the
09:29:14 10 delay tactic and campaign that these defendants
11 employed in the first place, so they can't be heard to
12 complain now that they're prejudiced by that delay.

13 Mr. Green also has been involved in this case,
14 so no prejudice there. And we're moving as quickly as
09:29:30 15 we can to make sure that all the discovery gets
16 finished on time.

17 THE COURT: Anything else, sir?

18 MR. PISANELLI: No.

19 THE COURT: Okay. This is what I'm going to
09:29:39 20 do. And I -- and before I make a decision on this
21 issue, I think it's important just to take a quick
22 cursory review of the Nutton factors. And
23 specifically, number one, we've had an explanation of
24 the untimely conduct in this regard.

09:29:56 25 Depositions had to be taken to explain

09:29:59 1 specifically what documents stood for, what they meant,
2 what their purpose was.

3 And I -- and you have to do that because
4 documents don't testify. People testify.

09:30:12 5 I understand the importance of the requested
6 untimely action to add a party, new claims for relief,
7 civil conspiracy, and the like. I get that.

8 The potential prejudice in allowing the
9 untimely conduct, and as you can see I'm going through
09:30:30 10 the factors, and one of the -- one of the issues I'm
11 considering is we have a November 9, 2020, trial date,
12 right? And so that's, what, eight, ten -- nine, ten
13 months down the road. If this impacts the trial date
14 potentially, I could move it. But right now it doesn't
09:30:51 15 appear it's going to.

16 And last, but not least, No. 4 of the
17 availability of continuance to cure such prejudice,
18 right now I don't have to deal with that. You know, if
19 it was closer to the trial date, yes. But now, no.
09:31:06 20 But if that becomes a factor I have to consider, bring
21 it to my attention.

22 In light of the discussion of the Nutton
23 factors, I'm going to go ahead and grant the motion,
24 sir. Prepare an order. And there's been a -- you can
09:31:19 25 put the factors in the order that I considered to

09:31:20 1 determine good cause.

2 MR. PISANELLI: Will do. Thank you, your
3 Honor.

4 THE COURT: Everyone, enjoy your day.

09:31:25 5 MS. MECERA: Thank you, your Honor.

6 THE COURT: What about the motion to seal?
7 Was that --

8 MS. MECERA: Yes.

9 THE COURT: I'm sorry. Motion to seal certain
09:31:31 10 exhibits to opposition, any issue there?

11 MS. MECERA: Yes, Judge. Just briefly. We
12 didn't file an opposition with the only caveat that
13 yesterday we had a meet and confer with counsel. And I
14 believe that the documents that they're seeking to seal
09:31:43 15 have now been de-designated as not confidential. So I
16 don't know if that changes their motion. By other than
17 that we have no opposition to them being under seal.

18 THE COURT: Sir, anything on that?

19 MR. BROOKS: Yeah. We had a meet and confer
09:31:56 20 yesterday. And I said I would review certain
21 documents, and if they were -- if they were what they
22 were represented to be, we would withdrew the
23 confidentiality.

24 MS. MECERA: These were --

09:32:08 25 (Reporter clarification)

09:32:09 1 THE COURT: What I'll do, it's unopposed.
2 I'll grant it. If you want to de-designate, that's up
3 to you.

4 MR. BROOKS: Okay.

09:32:14 5 THE COURT: Just to make that easier.

6 MS. MECERA: Thank you, your Honor.

7 THE COURT: All right.

8 MR. PISANELLI: Thank you, your Honor.

9 THE COURT: Everyone, enjoy your day.

10

11 (Proceedings were concluded.)

12

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REPORTER'S CERTIFICATE

STATE OF NEVADA)

:SS

COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPHY ALL OF THE
PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE
TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID
STENOGRAPHY NOTES WERE TRANSCRIBED INTO TYPEWRITING AT
AND UNDER MY DIRECTION AND SUPERVISION AND THE
FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND
ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
NEVADA.

PEGGY ISOM, RMR, CCR 541

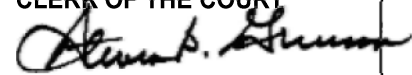
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AA01087

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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

**ORDER GRANTING CAESARS'
MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT**

Date of Hearing: February 12, 2020

Time of Hearing: 9:00 a.m.

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC") and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars") Motion for Leave to File First Amended Complaint (the "Motion to Amend") came before the Court for hearing on February 12, 2020, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared on behalf of Caesars. David Carroll, Esq. of the law firm RICE REUTHER SULLIVAN & CARROLL, LLP, and Daniel Brooks, Esq., of the law firm SCAROLA ZUBATOV appeared on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC ("MOTI 16") (collectively the "Seibel Parties"). Allen Wilt, Esq., of the law firm FENNEMORE CRAIG, appeared on behalf of Gordon Ramsay.

The Court having considered the Motion to Amend and the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS THAT, under Nevada law, "[t]he court should freely give leave [to amend] when justice so requires." NRCP 15(a)(2). However, "[w]here a scheduling order has been entered, the lenient standard under Rule 15(a), which provides leave to amend 'shall be freely given,' must be balanced against the requirement under Rule 16(b) that the Court's scheduling order 'shall not be modified except upon a showing of good cause.'" *Nutton v. Sunset Station, Inc.*, 131 Nev. 279, 285, 357 P.3d 966, 971 (Nev. App. 2015) (quoting *Grochowski v. Phoenix Constr.*, 318 F.3d 80, 86 (2d Cir. 2003)).

THE COURT FURTHER FINDS THAT, "[i]n determining whether 'good cause' exists under Rule 16(b), the basic inquiry for the trial court is whether the filing deadline cannot reasonably be met despite the diligence of the party seeking the amendment." *Id.* at 286-87, 357 P.3d at 971 (citations omitted). Accordingly, the court must weigh the following factors: "(1) the explanation for the untimely conduct, (2) the importance of the requested untimely action, (3) the

1 potential prejudice in allowing the untimely conduct, and (4) the availability of a continuance to
2 cure such prejudice." *Id.* at 287, 357 P.3d 971-72.

3 THE COURT FURTHER FINDS THAT, the deadline to amend pleadings in this action
4 was February 4, 2019. Accordingly, Caesars had to demonstrate that good cause exists to allow
5 the amendment of their complaint after the deadline had expired.

6 THE COURT FURTHER FINDS THAT, Caesars has met its burden and demonstrated
7 that good cause exists to permit amendment of their complaint. Specifically, under the *Nutton*
8 factors, Caesars demonstrated good cause because depositions had to be taken in order to
9 understand the documents produced by the parties. There is no potential prejudice in allowing the
10 amendment as trial in this matter is currently scheduled to commence on November 9, 2020, and
11 the amendment does not appear to impact the trial date. In light of the trial date, there is no need
12 to address the availability of a continuance at this time.



13 ///

14 ///

1 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to
2 Amend is GRANTED.

3 IT IS SO ORDERED.

4 DATED this 9TH day of March 2020.

5
6 
7 THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT 

8 Respectfully submitted by:

9 DATED March 10, 2020

10 PISANELLI BICE PLLC

11 By: 

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13 Debra L. Spinelli, Esq., Bar No. 9695
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21 *Company, LLC; PHWLTV, LLC; and Boardwalk Regency*
22 *Corporation d/b/a Caesars Atlantic City*
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Approved as to form and content by:

DATED March 6, 2020

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DATED March 6, 2020

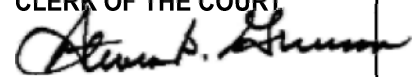
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Dennis L. Kennedy (SBN 1462)
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EIGHTH JUDICIAL DISTRICT COURT

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

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER
GRANTING CAESARS' MOTION FOR
LEAVE TO FILE FIRST AMENDED
COMPLAINT**

1 PLEASE TAKE NOTICE that an Order Granting Caesars' Motion for Leave to File First
2 Amended Complaint was entered in the above-captioned matter on March 10, 2020, a true and
3 correct copy of which is attached hereto.

4 DATED this 11th day of March 2020.

5 PISANELLI BICE PLLC

6 By: 

7 James J. Pisanelli, Esq., #4027
8 Debra L. Spinelli, Esq., #9695
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21 *Paris Las Vegas Operating Company, LLC;*
22 *PHWLTV, LLC; and Boardwalk Regency*
23 *Corporation d/b/a Caesars Atlantic City*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 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 **NOTICE OF ENTRY OF ORDER GRANTING CAESARS' MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT** to the following:

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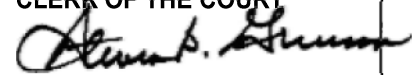
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Trustee for GR Burgr LLC


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
New York, derivatively on behalf of Real Party
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Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
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DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

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Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING CAESARS'
MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT**

Date of Hearing: February 12, 2020

Time of Hearing: 9:00 a.m.

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC") and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars") Motion for Leave to File First Amended Complaint (the "Motion to Amend") came before the Court for hearing on February 12, 2020, at 9:00 a.m. James J. Pisanelli, Esq., M. Magali Mercera, Esq., and Brittanie Watkins, Esq. of the law firm PISANELLI BICE PLLC, appeared on behalf of Caesars. David Carroll, Esq. of the law firm RICE REUTHER SULLIVAN & CARROLL, LLP, and Daniel Brooks, Esq., of the law firm SCAROLA ZUBATOV appeared on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC ("MOTI 16") (collectively the "Seibel Parties"). Allen Wilt, Esq., of the law firm FENNEMORE CRAIG, appeared on behalf of Gordon Ramsay.

The Court having considered the Motion to Amend and the opposition thereto, as well as argument of counsel presented at the hearing, and good cause appearing therefor,

THE COURT FINDS THAT, under Nevada law, "[t]he court should freely give leave [to amend] when justice so requires." NRCP 15(a)(2). However, "[w]here a scheduling order has been entered, the lenient standard under Rule 15(a), which provides leave to amend 'shall be freely given,' must be balanced against the requirement under Rule 16(b) that the Court's scheduling order 'shall not be modified except upon a showing of good cause.'" *Nutton v. Sunset Station, Inc.*, 131 Nev. 279, 285, 357 P.3d 966, 971 (Nev. App. 2015) (quoting *Grochowski v. Phoenix Constr.*, 318 F.3d 80, 86 (2d Cir. 2003)).

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9 understand the documents produced by the parties. There is no potential prejudice in allowing the
10 amendment as trial in this matter is currently scheduled to commence on November 9, 2020, and
11 the amendment does not appear to impact the trial date. In light of the trial date, there is no need
12 to address the availability of a continuance at this time.



13 ///

14 ///

1 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion to
2 Amend is GRANTED.

3 IT IS SO ORDERED.

4 DATED this 9TH day of March 2020.

5
6 
7 THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT 

8 Respectfully submitted by:

9 DATED March 10, 2020

10 PISANELLI BICE PLLC

11 By: 

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21 *Company, LLC; PHWLTV, LLC; and Boardwalk Regency*
22 *Corporation d/b/a Caesars Atlantic City*
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Approved as to form and content by:

DATED March 6, 2020

FENNEMORE CRAIG, P.C.

By: /s/ John Tennert
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Approved as to form and content by:

DATED March 6, 2020

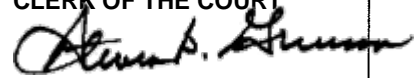
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Corporation d/b/a Caesars Atlantic City*

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.

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

FIRST AMENDED COMPLAINT

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

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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.

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

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

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

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

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

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.

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

PARTIES, JURISDICTION, AND VENUE

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

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

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

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

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

17. Defendant Craig Green currently resides at 320 East 54th Street, Apartment 3A, New York, New York 10022. Mr. Green regularly travels to and conducts business in Nevada. Mr. Green has been the manager of Defendants TPOV, TPOV 16, LLTQ, LLTQ 16, FERG, FERG 16, MOTI, and MOTI 16 since April 2016. Prior to April 2016, Mr. Green acted actively performed 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.

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

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

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

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

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

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

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

23 57. The disclosure and conduct obligations under the TPOV Agreement were not limited
24 to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and
25 disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons
26 controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term
27 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates
28 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.

Caesars is aware that Rowen Seibel, who is a MOTI 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 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.

(b) Termination of the DNT Agreement.

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

Pursuant to Section 11.2 of the Agreement, the DNT Parties have acknowledged and 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. 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.

Caesars is aware that Rowen Seibel, who is a DNT 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, the DNT Parties shall, within 10 business days of receipt of this letter, 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 with Mr. Seibel, Caesars will be required to terminate the agreement pursuant to section 4.2.3 of the Agreement.

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

(c) Termination of the TPOV Agreement.

116. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating 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 Caesars is aware that Rowen Seibel, who is a TPOV Associate under the Agreement,
8 has recently pleaded guilty to a one-count criminal information charging him with
9 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
10 (corrupt endeavor to obstruct and impede the due administration of the Internal
11 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
12 Unsuitable Person.

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

17
18 **(d) Termination of the LLTQ Agreement.**

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

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

27 Caesars is aware that Rowen Seibel, who is a LLTQ Associate under the Agreement,
28 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
6 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
7 Unsuitable Person.

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

13 119. In response to this letter, GRB 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 GRB and the GRB Agreement, Caesars determined,
16 in its sole discretion—as it was entitled to do under the GRB Agreement—that GRB's relationship
17 was not subject to cure given Mr. Seibel's continued relationship with the principals and
18 representatives of GRB. Mr. Seibel's partner in GRB similarly informed Caesars that GRB could
19 not adequately disassociate itself with Mr. Seibel. As a result, the GRB Agreement was terminated.

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

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

23 Pursuant to Section 11.2 of the Agreement, FERG 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 (a) any FERG Associate is an Unsuitable Person and (b) such relationship is not
28 subject to cure, Caesars shall have the right to terminate the Agreement.

Caesars is aware that Rowen Seibel, who is a FERG 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 FERG are not capable of being cured. Accordingly, Caesars is
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

142. In addition, Mr. Green attempted to secretly and wrongfully secure additional kickbacks from other Caesars' vendors. Caesars has recently discovered that Mr. Green was also involved in the secret and wrongful solicitation of kickbacks from Lavazza Premium Coffees Corp. ("Lavazza"), proposing to grow Lavazza within the Caesars restaurants in exchange for a 15% kickback of the total order.

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.

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

COUNT I

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

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

146. 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."

147. The parties dispute whether Caesars properly terminated the Seibel Agreements. 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

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

149. 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.

COUNT II

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

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

151. 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."

152. 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.

153. 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.

154. 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 Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party to this Agreement" Similarly, all of the Seibel Agreements state that termination based on unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any 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** 12 **Gordon Ramsay)**

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

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

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

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

27 165. Section 13.22 is overly broad and indefinite because it does not contain any
28 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
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.

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

(Intentional Interference with Contractual Relations Against Rowen Seibel and 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.

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

(Fraudulent Concealment Against Rowen Seibel and Craig Green)

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

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

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

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

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

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

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

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

WHEREFORE, Caesars respectfully prays for judgment as follows:

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

- (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

By: 

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

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300 North LaSalle
Chicago, IL 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 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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Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
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LLC, LLTQ Enterprises 16, LLC, TPOV
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FERG, LLC, and FERG 16, LLC*

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Mark J. Connot, Esq.
Kevin M. Sutehall, Esq.
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1980 Festival Plaza Drive, #700
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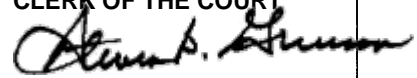
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

VIA U.S. MAIL (pleading only)
Kurt Heyman, Esq.
HEYMAN ENERIO GATTUSO &
HIRZEL LLP
300 Delaware Ave., Suite 200
Wilmington, DE 19801

Trustee for GR Burgr LLC


An employee of PISANELLI BICE PLLC

TAB 54



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Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
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.

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

ACCEPTANCE OF SERVICE


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I, Joshua P. Gilmore, of the law firm of BAILEY KENNEDY, do hereby accept service of the Summons and First Amended Complaint on behalf of Craig Green in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the same manner as if Mr. Green had been personally served pursuant to NRCP 4. This Acceptance of Service shall not operate to waive, release, compromise or prejudice any rights, defenses, arguments or claims Mr. Green may have concerning the ability of this Court to assert personal jurisdiction over him. This Acceptance of Service is intended solely to satisfy obligations under NRCP 4.

ACCEPTED this 17th day of March 2020.

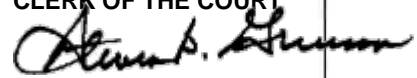
BAILEY KENNEDY

By:


John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
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*Attorneys for Defendants Rowen Seibel;
LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC;
FERG, LLC; FERG 16, LLC; Moti Partners, LLC;
Moti Partners 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; and Craig Green*

TAB 55



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

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

ACCEPTANCE OF SERVICE

1 I, Alan M. Lebensfeld, of the law firm of LEBENSFELD SHARON &
2 SCHWARTZ, P.C., do hereby accept service of the First Amended Complaint on behalf of DNT
3 Acquisition, LLC ("DNT") in the above-entitled action. This Acceptance of Service shall have
4 the same effect and shall operate in the same manner as if DNT had been personally served
5 pursuant to NRCP 4. This Acceptance of Service shall not operate to waive, release,
6 compromise or prejudice any rights, defenses, arguments or claims DNT may have concerning
7 the ability of this Court to assert personal jurisdiction over it. This Acceptance of Service is
8 intended solely to satisfy obligations under NRCP 4.

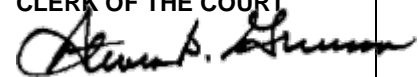
9 ACCEPTED this 17th day of March 2020.

10 LEBENSFELD SHARON & SCHWARTZ, P.C.

11 By: 

12 Alan Lebensfeld, Esq.
13 Lawrence J. Sharon, Esq.
14 140 Broad Street
15 Red Bank, NJ 07701
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TAB 56



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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING MOTION TO SEAL
EXHIBIT 23 TO CAESARS' REPLY IN
SUPPORT OF ITS MOTION FOR LEAVE
TO FILE FIRST AMENDED
COMPLAINT**

PHWLV, LLC ("Planet Hollywood"), 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,") *Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint* (the "Motion to Seal"), filed on February 5, 2020, came before this Court for hearing on March 18, 2020. M. Magali Mercera, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC ("MOTI 16"). John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay.

Upon review of the papers and pleadings on file in this matter, as proper service of the Motion has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint contains commercially sensitive information creating a compelling interest in protecting the filing and information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

DATED this 13 day of April 2020.


THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT

CG

Respectfully submitted by:

DATED April 8 2020

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittnie T. Watkins, Esq., Bar No. 13612
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Las Vegas, NV 89101

and

Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
William E. Arnault, IV, Esq.
(admitted *pro hac vice*)
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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*

Approved as to form and content by:

DATED April 8, 2020

FENNEMORE CRAIG, P.C.

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

Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED April 8, 2020

BAILEY ♦ KENNEDY

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
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*Attorneys for Rowen Seibel; LLTQ
Enterprises, LLC; LLTQ Enterprises 16, LLC;
FERG, LLC; FERG 16, LLC; MOTI Partners,
LLC; MOTI Partners 16, LLC; TPOV
Enterprises, LLC; and TPOV Enterprises 16,
LLC*

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Friday, April 3, 2020 11:58 AM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Magali, this order is acceptable. Please apply my e-signature. Thanks,

John D. Tennert III, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
T: 775.788.2212 | F: 775.788.2213
jtennert@fclaw.com | [View Bio](#)

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, April 3, 2020 12:59 PM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; TENNERT, JOHN
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

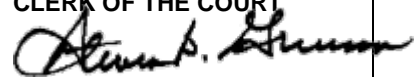
Hi Magali,

You may apply my e-signature to the Order Granting Motion to Seal as well.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
(702) 562-8820 (Main)
(702) 789-4552 (Direct)
(702) 301-2725 (Cell)
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TAB 57



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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION TO SEAL
EXHIBIT 23 TO CAESARS' REPLY IN
SUPPORT OF ITS MOTION FOR
LEAVE TO FILE FIRST AMENDED
COMPLAINT**

AND ALL RELATED MATTERS

1 PLEASE TAKE NOTICE that an Order Granting Motion to Seal Exhibit 23 to Caesars'
2 Reply in Support of its Motion for Leave to File First Amended Complaint was entered in the
3 above-captioned matter on April 13, 2020, a true and correct copy of which is attached hereto.

4 DATED this 13th day of April 2020.

5 PISANELLI BICE PLLC

6 By: /s/ M. Magali Mercera
7 James J. Pisanelli, Esq., #4027
8 Debra L. Spinelli, Esq., #9695
9 M. Magali Mercera, Esq., #11742
10 Brittanie T. Watkins, Esq., #13612
11 400 South 7th Street, Suite 300
12 Las Vegas, Nevada 89101

13 Jeffrey J. Zeiger, P.C., Esq.
14 (admitted *pro hac vice*)
15 William E. Arnault, IV, Esq.
16 (admitted *pro hac vice*)
17 KIRKLAND & ELLIS LLP
18 300 North LaSalle
19 Chicago, Illinois 60654

20 *Attorneys for Desert Palace, Inc.;*
21 *Paris Las Vegas Operating Company, LLC;*
22 *PHWLV, LLC; and Boardwalk Regency*
23 *Corporation d/b/a Caesars Atlantic City*
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 13th 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 ORDER GRANTING MOTION TO SEAL EXHIBIT 23 TO CAESARS' REPLY IN SUPPORT OF ITS MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT** 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 16s, LLC,
LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, FERG 16, LLC, and R Squared Global
Solutions, LLC, Derivatively on Behalf of
DNT Acquisition LLC,*

John D. Tennert, Esq.
FENNEMORE CRAIG, P.C.
300 East 2nd Street, Suite 1510
Reno, NV 89501

Attorneys for Gordon Ramsay

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Lawrence J. Sharon, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
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Red Bank, NJ 07701

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

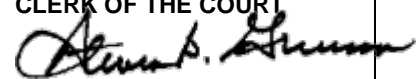
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

VIA E-MAIL (pleading only)

Kurt Heyman, Esq.
HEYMAN ENERIO GATTUSO &
HIRZEL LLP
300 Delaware Ave., Suite 200
Wilmington, DE 19801
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Trustee for GR Burgr LLC

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC



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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**ORDER GRANTING MOTION TO SEAL
EXHIBIT 23 TO CAESARS' REPLY IN
SUPPORT OF ITS MOTION FOR LEAVE
TO FILE FIRST AMENDED
COMPLAINT**

PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,") *Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint* (the "Motion to Seal"), filed on February 5, 2020, came before this Court for hearing on March 18, 2020. M. Magali Mercera, Esq. of the law firm PISANELLI BICE PLLC, appeared telephonically on behalf of Caesars. Paul Williams, Esq. of the law firm BAILEY KENNEDY, appeared telephonically on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), and MOTI Partners 16, LLC ("MOTI 16"). John Tennert, Esq., of the law firm FENNEMORE CRAIG, appeared telephonically on behalf of Gordon Ramsay.

Upon review of the papers and pleadings on file in this matter, as proper service of the Motion has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint contains commercially sensitive information creating a compelling interest in protecting the filing and information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

DATED this 13 day of April 2020.


THE HONORABLE TIMOTHY C. WILLIAMS
EIGHTH JUDICIAL DISTRICT COURT

CG

Respectfully submitted by:

DATED April 8 2020

PISANELLI BICE PLLC

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

and

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*

Approved as to form and content by:

DATED April 8, 2020

FENNEMORE CRAIG, P.C.

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

Attorneys for Gordon Ramsay

Approved as to form and content by:

DATED April 8, 2020

BAILEY ♦ KENNEDY

By: /s/ Paul C. Williams
John R. Bailey (SBN 0137)
Dennis L. Kennedy (SBN 1462)
Joshua P. Gilmore (SBN 11576)
Paul C. Williams (SBN 12524)
Stephanie J. Glantz (SBN 14878)

8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

From: TENNERT, JOHN <jtennert@fclaw.com>
Sent: Friday, April 3, 2020 11:58 AM
To: Magali Mercera; Paul Williams; Joshua Gilmore; Stephanie Glantz
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

Magali, this order is acceptable. Please apply my e-signature. Thanks,

John D. Tennert III, Director

FENNEMORE CRAIG

300 E. 2nd St, Suite 1510, Reno, NV 89501-1591
T: 775.788.2212 | F: 775.788.2213
jtennert@fclaw.com | [View Bio](#)

From: Paul Williams <PWilliams@baileykennedy.com>
Sent: Friday, April 3, 2020 12:59 PM
To: Magali Mercera
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Joshua Gilmore; Stephanie Glantz; TENNERT, JOHN
Subject: RE: Desert Palace v. Seibel: Order Granting Motion to Seal

CAUTION: External Email

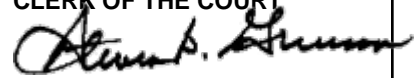
Hi Magali,

You may apply my e-signature to the Order Granting Motion to Seal as well.

Thank you,

Paul C. Williams
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
(702) 562-8820 (Main)
(702) 789-4552 (Direct)
(702) 301-2725 (Cell)
(702) 562-8821 (Fax)
PWilliams@BaileyKennedy.com

TAB 58



ARJT

**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 MATTERS)

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

CONSOLIDATED WITH
Case No.: A-17-760537-B

HEARING DATE(S)
ENTERED IN
ODYSSEY

**5th AMENDED ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL, CALENDAR CALL, AND DEADLINES FOR MOTIONS;
AMENDED DISCOVERY SCHEDULING ORDER CALL**

Pursuant to the Stipulation to Stay Discovery and Order to Extend Discovery Deadlines
Following Stay (Seventh Request), the Discovery Deadlines and Trial dates are hereby
amended as follows:

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Motions to amend pleadings or add parties

Closed

1	Close of Fact Discovery	July 21, 2020
2	Designation of experts pursuant to NRCP 16.1(a)(2)	August 20, 2020
3	Designation of rebuttal experts pursuant to NRCP 16.1(a)(2)	September 21, 2020
4	Discovery Cut Off	October 21, 2020
5	Dispositive Motions	November 20, 2020
6	Motions in Limine	December 7, 2020

8 **IT IS HEREBY ORDERED THAT:**

9 A. The above entitled case is set to be tried to a jury on a **five week stack** to begin
10 **January 19, 2021 at 1:30 p.m.**

11 B. Pre-Trial Conference/Calendar Call will be held on **January 7, 2021 at 10:30 a.m.**

12 C. Parties are to appear on **November 4, 2020 at 9:00a.m.**, for a Status Check re Trial
13 Readiness.

14 D. The Pre-Trial Memorandum must be filed no later than **January 5, 2021**, with a
15 courtesy copy delivered to Department XVI. All parties, (Attorneys and parties in proper person)
16 **MUST** comply with **All REQUIREMENTS** of EDCR 2.67, 2.68 and 2.69. Counsel should include
17 in the Memorandum an identification of orders on all motions in limine or motions for partial
18 summary judgment previously made, a summary of any anticipated legal issues remaining, a brief
19 summary of the opinions to be offered by any witness to be called to offer opinion testimony as well
20 as any objections to the opinion testimony.

21 E. All motions in limine to exclude or admit evidence must be in writing and filed no
22 later than **December 7, 2020. Orders shortening time will not be signed except in extreme**
23 **emergencies.**

24 F. Unless otherwise directed by the court, all pretrial disclosures pursuant to N.R.C.P.
25
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27
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1 16.1(a)(3) must be made at least 30 days before trial.

2 G. All original depositions anticipated to be used in any manner during the trial
3 must be delivered to the clerk prior to the firm trial date given at Calendar Call. If
4 deposition testimony is anticipated to be used in lieu of live testimony, a designation (by
5 page/line citation) of the portions of the testimony to be offered must be filed and served by
6 facsimile or hand, two (2) judicial days prior to the firm trial date. Any objections or
7 counterdesignations (by page/line citation) of testimony must be filed and served by
8 facsimile or hand, one (1) judicial day prior to the firm trial date. Counsel shall advise the
9 clerk prior to publication.
10

11
12 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
13 exhibits must comply with EDCR 2.27. Two (2) sets must be three-hole punched placed in three
14 ring binders along with the exhibit list. The sets must be delivered to the clerk two days prior to the
15 firm trial date. Any demonstrative exhibits including exemplars anticipated to be used must be
16 disclosed prior to the calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
17 make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties,
18 demonstrative exhibits are marked for identification but not admitted into evidence.
19

20 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
21 included in the Jury Notebook. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or
22 make specific objections to items to be included in the Jury Notebook.
23

24 J. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
25 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
26 provide the Court, two (2) judicial days prior to the firm trial date given at Calendar Call, an agreed
27
28

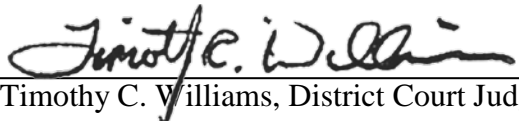
1 set of jury instructions and proposed form of verdict along with any additional proposed jury
2 instructions with an electronic copy in Word format.

3 **Failure of the designated trial attorney or any party appearing in proper person to**
4 **appear for any court appearances or to comply with this Order shall result in any of the**
5 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation**
6 **of trial date; and/or any other appropriate remedy or sanction.**

7
8 *Counsel is asked to notify the Court Reporter at least two (2) weeks in advance if they are*
9 *going to require daily copies of the transcripts of this trial or real time court reporting. Failure to*
10 *do so may result in a delay in the production of the transcripts or the availability of real time court*
11 *reporting.*

12 Counsel is required to advise the Court immediately when the case settles or is otherwise
13 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate
14 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A
15 copy should be given to Chambers.
16

17 DATED: April 17, 2020.

18
19 
20 Timothy C. Williams, District Court Judge

21
22
23
24
25
26 ...
27 ...
28 ...

CERTIFICATE OF SERVICE

I hereby certify that on the date filed, a copy of the foregoing Amended Order Setting Civil Jury Trial, Pre-Trial/Calendar Call was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program as follows:

William E Arnault	warnault@kirkland.com
Magali Mercera	mmm@pisanellibice.com
Cinda Towne	cct@pisanellibice.com
Jeffrey J Zeiger	jzeiger@kirkland.com
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Anthony J DiRaimondo	adiraimondo@rrsc-law.com
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Robert Opdyke	ropdyke@rrsc-law.com
Paul Sweeney	PSweeney@certilmanbalin.com

Paul C. Williams	pwilliams@baileykennedy.com
------------------	-----------------------------

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"John Tennert, Esq." .	jtennert@fclaw.com
Allen Wilt .	awilt@fclaw.com
Brittnie T. Watkins .	btw@pisanellibice.com

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2	Debra L. Spinelli .	dls@pisanellibice.com
3	Diana Barton .	db@pisanellibice.com
4	Lisa Anne Heller .	lah@cmlawnv.com
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11	Monice Campbell	monice@envision.legal
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24	Brett Schwartz	brett.schwartz@lsandspc.com
25	Lawrence Sharon	lawrence.sharon@lsandspc.com

/s/ Lynn Berkheimer

Lynn Berkheimer, Judicial Executive Assistant

TAB 59

A-17-751759-B Rowen Seibel, Plaintiff(s)
vs.
PHWLV LLC, Defendant(s)

April 29, 2020 09:00 AM Status Check: Status of Case

HEARD BY: Williams, Timothy C. COURTROOM: RJC Courtroom 03H

COURT CLERK: Darling, Christopher

RECORDER:

REPORTER: Isom, Peggy

PARTIES PRESENT:

James J Pisanelli	Attorney for Consolidated Case Party, Counter Claimant, Defendant
John D. Tennert	Attorney for Defendant
John R Bailey	Attorney for Counter Claimant, Counter Defendant, Defendant, Plaintiff
Joshua P, Gilmore, ESQ	Attorney for Counter Claimant, Counter Defendant, Defendant, Plaintiff
Maria Magali Mercera	Attorney for Consolidated Case Party, Counter Claimant, Defendant

JOURNAL ENTRIES

Counsel present telephonically. Colloquy regarding stipulated stay expiring 5/22/20 with respect to both written discovery and deposition issues and whether derivative claims issue as to GRB party impacted by 6/26/20 Delaware Court hearing. Court noted complaint in this case filed 2/28/17 and without agreed extension as to 5-year rule, case to proceed timely. COURT ORDERED, status check SET at time of 5/20/20 Motion to Dismiss to consider outstanding discovery other than depositions, as discussed; parties afforded last meet and confer opportunity and Court may direct motion filing and briefing schedule if not resolved. Court stated Mr. Pisanelli not precluded from filing motion on the GRB issue. Court further stated Delaware action and Trustee report will have no impact on proceeding; however, parties may include exhibit and explanation regarding same action.

5/20/20 9:30 AM STATUS CHECK: OUTSTANDING DISCOVERY (OTHER THAN DEPOSITIONS)...MOTION TO DISMISS COUNTS IV, V, VI, VII, AND VIII OF CAESARS' FIRST AMENDED COMPLAINT