

CASE NO. 86462

IN THE SUPREME COURT OF NEVADA

Electronically Filed
Sep 27 2023 02:24 PM
Elizabeth A. Brown
Clerk of Supreme Court

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

VOLUME 8 OF 42

JOHN R. BAILEY
NEVADA BAR No. 0137
DENNIS L. KENNEDY
NEVADA BAR No. 1462
JOSHUA P. GILMORE
NEVADA BAR No. 11576
PAUL C. WILLIAMS
NEVADA BAR No. 12524

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
TELEPHONE: (702) 562-8820
FACSIMILE: (702) 562-8821
JBAILEY@BAILEYKENNEDY.COM
DKENNEDY@BAILEYKENNEDY.COM
JGILMORE@BAILEYKENNEDY.COM
PWILLIAMS@BAILEYKENNEDY.COM

Attorneys for Appellants

APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

VOLUME 8 OF 42

TABLE OF CONTENTS

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits 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, filed November 20, 2020 – Volume 1 of 4 – Part 2 of 2	8	72	AA01640-AA01876

INDEX

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
2 nd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed August 19, 2019	2	35	AA00475- AA00480
3 rd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed October 15, 2019	3	40	AA00705- AA00710
4 th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed January 10, 2020	5	48	AA01010- AA01015
5 th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed April 17, 2020	5	58	AA01163- AA01168
6 th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed June 18, 2020	6	61	AA01225- AA01230
7 th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed October 15, 2020	7	68	AA01463- AA01466
Acceptance of Service (Craig Green), filed March 13, 2020	5	54	AA01148- AA01149

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Acceptance of Service (DNT Acquisition, LLC), filed March 17, 2020	5	55	AA01150- AA01151
Acceptance of Service of Complaint in Intervention (Desert Palace, Inc.), filed November 2, 2018	2	30	AA00412- AA00413
Acceptances of Service (Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC), filed October 4, 2017	1	15	AA00196- AA00213
Affidavit of Service (DNT Acquisition, LLC), filed September 14, 2017	1	12	AA00179
Affidavit of Service (GR Burger, LLC), filed September 12, 2017	1	11	AA00178
Affidavit of Service (J. Jeffrey Frederick), filed September 28, 2017	1	13	AA00180
Amended Order Setting Civil Jury Trial, Pre-Trial/Calendar Call, filed March 13, 2019	2	34	AA00470- AA00474
Answer to Complaint in Intervention, filed November 27, 2018	2	31	AA00414- AA00422
Answer to First Amended Complaint and Counterclaim, filed July 21, 2017	1	6	AA00098- AA00122

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix in Support of Caesars’ Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, filed December 12, 2019 – FILED UNDER SEAL	4	46	AA00787-AA00934
Appendix in Support of Caesars’ Opposition to the Development Entities, Rowen Seibel, and Craig Green’s Motion: (1) For Leave to Take Caesars’ NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green, filed December 4, 2020 – FILED UNDER SEAL	12	77	AA02291-AA02459
Appendix in Support of 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 – Part 1 of 3 – FILED UNDER SEAL	35	141	AA07485-AA07544
Appendix in Support of 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 – Part 2 of 3 – FILED UNDER SEAL	36	141	AA07545-AA07793

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix in Support of 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 – Part 3 of 3 – FILED UNDER SEAL	37	141	AA07794-AA08033
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 1 of 5, filed February 25, 2021- FILED UNDER SEAL	14	90	AA02727-AA02893
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 2 of 5, filed February 25, 2021- FILED UNDER SEAL	15	91	AA02894-AA03095
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 3 of 5, filed February 25, 2021- FILED UNDER SEAL	16	92	AA03096-AA03332
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 4 of 5, filed February 25, 2021- Part 1 of 2 - FILED UNDER SEAL	17	93	AA03333-AA03582
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 4 of 5, filed February 25, 2021 - Part 2 of 2 - FILED UNDER SEAL	18	93	AA03583-AA03803

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits in Support of Caesars’ Motions for Summary Judgment – Volume 5 of 5, filed February 25, 2021 - FILED UNDER SEAL	19	94	AA03804-AA04049
Appendix of Exhibits in Support of Caesars’ Replies in Support of its Motions for Summary Judgment, filed November 30, 2021 – Part 1 of 2 - FILED UNDER SEAL	31	112	AA06477-AA06675
Appendix of Exhibits in Support of Caesars’ Replies in Support of its Motions for Summary Judgment, filed November 30, 2021 – Part 2 of 2 - FILED UNDER SEAL	32	112	AA06676-AA06792
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel’s Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, filed March 30, 2021 – Volume 1 of 9	21	100	AA04176-AA04380
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel’s Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, filed March 30, 2021 – Volume 2 of 9 - Part 1 of 2 FILED UNDER SEAL	22	101	AA04381-AA04535

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel’s Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, filed March 30, 2021 – Volume 2 of 9 - Part 2 of 2 FILED UNDER SEAL	23	101	AA04536-AA04637
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel’s Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, filed March 30, 2021 – Volume 3 of 9 - Part 1 of 2 FILED UNDER SEAL	23	102	AA04638-AA04771
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel’s Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, filed March 30, 2021 – Volume 3 of 9 - Part 2 of 2 FILED UNDER SEAL	24	102	AA04772-AA04898

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 4 of 9 – Part 1 of 2 FILED UNDER SEAL	24	103	AA04899-AA05021
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 4 of 9 – Part 2 of 2 FILED UNDER SEAL	25	103	AA05022-AA05158
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 5 of 9 – Part 1 of 2 - FILED UNDER SEAL	25	104	AA05159-AA05263

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 5 of 9 – Part 2 of 2 - FILED UNDER SEAL	26	104	AA05264-AA05430
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 6 of 9 – Part 1 of 2 - FILED UNDER SEAL	26	105	AA05431-AA05469
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 6 of 9 – Part 2 of 2 - FILED UNDER SEAL	27	105	AA05470-AA05691

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 7 of 9 – FILED UNDER SEAL	28	106	AA05692-AA05939
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 8 of 9 – Part 1 of 2 - FILED UNDER SEAL	29	107	AA05940-AA06174
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 8 of 9 – Part 2 of 2 - FILED UNDER SEAL	30	107	AA06175-AA06196

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to (1) The Development Entities and Rowen Seibel's Opposition to Caesars Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, filed March 30, 2021 – Volume 9 of 9 – FILED UNDER SEAL	30	108	AA06197-AA06425
Appendix of Exhibits to (I) Craig Green's Opposition to Caesars' Counter-Motion for Summary Judgment and (II) Rowen Seibel and the Development Entities' Opposition to Caesars Cross Motion for Summary Judgment, filed August 31, 2022 – Part 1 of 2 – FILED UNDER SEAL	38	154	AA08155-AA08276
Appendix of Exhibits to (I) Craig Green's Opposition to Caesars' Counter-Motion for Summary Judgment and (II) Rowen Seibel and the Development Entities' Opposition to Caesars Cross Motion for Summary Judgment, filed August 31, 2022 – Part 2 of 2 – FILED UNDER SEAL	39	154	AA08277-AA08410
Appendix of Exhibits to Craig Green's Motion for Summary Judgment, filed June 17, 2022 – Part 1 of 2 - FILED UNDER SEAL	34	138	AA07189-AA07296
Appendix of Exhibits to Craig Green's Motion for Summary Judgment, filed June 17, 2022 – Part 2 of 2 - FILED UNDER SEAL	35	138	AA07297-AA07449

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits to 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 – Part 1 of 2 – FILED UNDER SEAL	40	160	AA08458-AA08707
Appendix of Exhibits to 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 – Part 2 of 2 – FILED UNDER SEAL	41	160	AA08708-AA08861
Appendix of Exhibits 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, filed November 20, 2020 – Volume 1 of 4 – Part 1 of 2	7	72	AA01592-AA01639
Appendix of Exhibits 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, filed November 20, 2020 – Volume 1 of 4 – Part 2 of 2	8	72	AA01640-AA01876

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix of Exhibits 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, filed November 20, 2020 – Volume 2 of 4	9	73	AA01877-AA02007
Appendix of Exhibits 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, filed November 20, 2020 – Volume 3 of 4	10	74	AA02008-AA02176
Appendix of Exhibits 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, filed November 20, 2020 – Volume 4 of 4 – FILED UNDER SEAL	11	75	AA02177-AA02273
Appendix of Exhibits 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, filed December 7, 2020 – Volume 5 – FILED UNDER SEAL	12	79	AA02470-AA02497
Business Court Order, filed August 16, 2018	2	25	AA00375-AA00380

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Business Court Order, filed July 28, 2017	1	7	AA00123- AA00127
Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Conference Call, filed September 1, 2017	1	10	AA00174- AA00177
Business Court Scheduling Order Setting Civil Jury Trial and Pre-Trial Conference/Calendar Call, filed October 31, 2018	2	29	AA00406- AA00411
Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, filed December 12, 2019 – FILED UNDER SEAL	4	45	AA00770- AA00786
Caesars' Motion for Summary Judgment No. 1, filed February 25, 2021- FILED UNDER SEAL	13	89	AA02701- AA02726
Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed July 15, 2020	6	64	AA01303- AA01315
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, filed December 4, 2020 – FILED UNDER SEAL	11	76	AA02274- AA02290

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed February 5, 2020 – FILED UNDER SEAL	5	49	AA01016-AA01059
Caesars' Reply in Support of Motion for Summary Judgment No. 1, filed November 30, 2021 – FILED UNDER SEAL	31	111	AA06453-AA06476
Caesars' Reply in Support of Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed August 12, 2020	6	66	AA01374-AA01388
Caesars' Reply to the Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment filed by Caesars and Ramsay, filed January 13, 2022 – FILED UNDER SEAL	33	122	AA06993-AA07002
Caesars' Response to Objections to Evidence Offered in Support of Motions for Summary Judgment, filed November 30, 2021 – FILED UNDER SEAL	32	115	AA06809-AA06819
Complaint in Intervention, filed October 24, 2018	2	28	AA00389-AA00405
Complaint, filed August 25, 2017	1	8	AA00128-AA00167
Craig Green's Motion for Summary Judgment, filed June 17, 2022	34	137	AA07174-AA07188
Craig Green's Opposition to Caesars' Countermotion for Summary Judgment, filed August 31, 2022 – FILED UNDER SEAL	38	150	AA08101-AA08122

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Declaration of M. Magali Mercera, Esq. in Support of Appendix of Exhibits in Support of Caesars' Replies in Support of its Motions for Summary Judgment, filed November 30, 2021	32	113	AA06793-AA06800
Declaration of M. Magali Mercera, Esq. in Support of Caesars' Motions for Summary Judgment, filed February 25, 2021	20	95	AA04062-AA04075
Declaration of M. Magali Mercera, Esq. in Support of 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	35	140	AA07476-AA07484
Declaration of M. Magali Mercera, Esq. in Support of 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	39	159	AA08453-AA08457
Defendant DNT Acquisition, LLC's Answer to Plaintiffs' Complaint and Counterclaims, filed July 6, 2018	2	21	AA00283-AA00306
Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint, filed July 21, 2017	1	5	AA00076-AA00097

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Defendant J. Jeffrey Frederick's Answer to Plaintiff's Complaint, filed September 29, 2017	1	14	AA00181-AA00195
Defendant Rowen Seibel's Answer to Plaintiffs' Complaint, filed July 3, 2018	1	18	AA00225-AA00245
Defendants TPOV Enterprises, LLC and TPOV Enterprises 16, LLC's Answer to Plaintiffs' Complaint, filed July 6, 2018	2	20	AA00264-AA00282
Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed on February 3, 2021	13	83	AA02626-AA02639
Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 1, filed on May 31, 2022	34	129	AA07052-AA07071
Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2, filed on May 31, 2022	34	130	AA07072-AA07091
Findings of Fact, Conclusions of Law, and Order: (1) Denying Craig Green's Motion for Summary Judgment; (2) Granting Caesars' Counter-Motion for Summary Judgment Against Craig Green; and (3) Granting Caesars' Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed on March 22, 2023	42	168	AA09066-AA09083

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
First Amended Complaint, filed March 11, 2020	5	53	AA01101- AA01147
First Amended Verified Complaint, filed June 28, 2017	1	4	AA00041- AA00075
Initial Appearance Fee Disclosure (PHWLV, LLC), filed March 20, 2017	1	3	AA00040
Initial Appearance Fee Disclosure (Ramsay), filed March 17, 2017	1	2	AA00037- AA00039
LLTQ/FERG Defendants' Answer and Affirmative Defenses to Plaintiffs' Complaint and Counterclaims, filed July 6, 2018	2	22	AA00307- AA00338
Minute Order Re: Sealing Motions, filed March 9, 2022	33	128	AA07051
Minute Order Re: Status Check, filed April 29, 2020	5	59	AA01169
Moti Defendants' Answer and Affirmative Defenses to Plaintiff's Complaint, filed July 6, 2018	2	19	AA00246- AA00263
Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses, and Counterclaims, filed October 2, 2019	3	38	AA00488- AA00604
Nominal Plaintiff, GR Burgr, LLC's Answer to First Amended Complaint, filed June 19, 2020	6	63	AA01282- AA01302
Notice of Appeal, filed April 21, 2023	42	170	AA09105- AA09108

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed February 3, 2021	13	84	AA02640-AA02656
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 1, filed June 3, 2022	34	134	AA07119-AA07141
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion for Summary Judgment No. 2, filed June 3, 2022	34	135	AA07142-AA07164
Notice of Entry of Findings of Fact, Conclusions of Law, and Order: (1) Denying Craig Green's Motion for Summary Judgment; (2) Granting Caesars' Counter-Motion for Summary Judgment Against Craig Green; and (3) Granting Caesars' Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VII of the First Amended Complaint), filed March 28, 2023	42	169	AA09084-AA09104
Notice of Entry of Omnibus Order Granting the Development Entities, Rowen Seibel, and Craig Green's Motions to Seal and Redact, filed May 27, 2021	31	110	AA06438-AA06452

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green, filed February 4, 2021	13	86	AA02665-AA02675
Notice of Entry of Order (Omnibus Order Granting the Development Parties' Motions to Seal and Redact), filed February 9, 2022	33	127	AA07039-AA07050
Notice of Entry of Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed November 25, 2019	4	44	AA00763-AA00769
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

400 South 7th Street, Suite
300

Las Vegas, NV 89101

Email: JJP@pisanellibice.com

DLS@pisanellibice.com

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 72

Part 2 of 2

EXHIBIT 8

EXHIBIT 8

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

19 Plaintiff,

20 vs.

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

23 Defendants,

24 And

25 GR BURGR LLC, a Delaware limited liability
company,

26 Nominal Plaintiff.

27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**ROWEN SEIBEL'S FIRST SET OF
INTERROGATORIES TO PHWLTV, LLC**

1 Pursuant to Nevada Rule of Civil Procedure 33, Rowen Seibel requests that PHWLV, LLC
2 (“Planet Hollywood”), answer the following Interrogatories under oath within 30 days of the date of
3 service.

4 The following Definitions apply to each and every Interrogatory set forth herein and are
5 incorporated by reference as though fully set forth in each and every Interrogatory.

6 **DEFINITIONS**

7 1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to
8 FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61;
9 CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

10 2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company,*
11 *Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all
12 related and affiliated cases.

13 3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions,
14 benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel
15 opportunities, dining opportunities, personal goods, and all other items or forms of value.

16 4. “Business Information Form” means the type of form, generally, referred to in
17 Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present
18 documents that performed (or perform) similar functions to the Business Information Form.

19 5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any
20 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
21 including, without limitation, any parent entity(ies) (including, but not limited to, Caesars
22 Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities),
23 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
24 other representative(s).

25 6. “Caesars Entertainment” means Caesars Entertainment Corporation and any
26 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
27 including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited
28

1 to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s),
2 agent(s), employee(s), and other representative(s).

3 7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood,
4 and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under
5 their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies),
6 attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali
7 Mercera, and Brittnie T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E.
8 Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s),
9 agent(s), employee(s), and other representative(s).

10 8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or
11 purporting to act on its behalf or under its direction and control, including, without limitation, any
12 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
13 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
14 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

15 9. “Compliance Committee” means the Corporate Compliance Committee described in
16 Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see*
17 CAESARS061877-78).

18 10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the
19 FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

20 11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16,
21 MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act
22 on their behalf or under their direction and control, including, without limitation, any parent
23 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
24 director(s), agent(s), employee(s), and other representative(s).

25 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
26 purporting to act on its behalf or its direction and control, including, without limitation, any parent
27 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
28 director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTI” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. "You" and "Your" means Planet Hollywood.

45. The term "and" includes the term "or," and the term "or" includes the term "and."

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from December 13, 2012 to the date of opening of the "rebranded" restaurant, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars; and (f) whether the value of the Benefit was accounted for under the GRB Agreement, such as with regard to calculating Net Profit for the Restaurant.

INTERROGATORY NO. 2:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors, from the date of opening of the "rebranded" restaurant to the present, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

INTERROGATORY NO. 3:

Describe the basis of Your belief that “the proposed assignee and its Associates . . . direct or indirect relationships with Rowen Siebel . . . would be unacceptable to the Gaming Regulatory Authorities,” as stated in the September 16, 2016, letter from Mark A. Clayton to Brian K. Ziegler (*see* 16TPOV00000734-38).

INTERROGATORY NO. 4:

Describe Your alleged damages, if any, suffered due to the development and operation of Gordon Ramsay Burger (f/k/a BurGR).

INTERROGATORY NO. 5:

Describe Your communications, oral and written, internal and external, prior to August 19, 2016, concerning possible termination of the GRB Agreement, including: (a) the date(s) of the communications; (b) the names and position of the individuals who were involved in the communications; and (c) a summary of the communications.

INTERROGATORY NO. 6:

From the opening of Gordon Ramsay Burger (f/k/a BurGR) to the present (including after Your termination of the GRB Agreement), identify, for each quarter, the amounts set forth in Section 8.1 of the GRB Agreement, including: (a) 8.1 – Gross Restaurant Sales; (b) 8.1.1 – License Fees; (c) Initial Capital Investment retained by Caesars; and (d) 8.1.2 – License Fees paid.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

AARON D. LOVASS
NEWMAYER & DILLON
LLP
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
Attorneys for Nominal Plaintiff
GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 9

EXHIBIT 9

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

19 Plaintiff,

20 vs.

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

23 Defendants,

24 And

25 GR BURGR LLC, a Delaware limited liability
company,

26 Nominal Plaintiff.

27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**MOTI PARTNERS, LLC'S FIRST SET OF
INTERROGATORIES TO DESERT
PALACE, INC.**

Pursuant to Nevada Rule of Civil Procedure 33, Moti Partners, LLC (“MOTI”), requests that Desert Palace, Inc. (“Desert Palace”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

1 to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s),
2 agent(s), employee(s), and other representative(s).

3 7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood,
4 and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under
5 their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies),
6 attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali
7 Mercera, and Brittnie T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E.
8 Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s),
9 agent(s), employee(s), and other representative(s).

10 8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or
11 purporting to act on its behalf or under its direction and control, including, without limitation, any
12 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
13 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
14 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

15 9. “Compliance Committee” means the Corporate Compliance Committee described in
16 Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see*
17 CAESARS061877-78).

18 10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the
19 FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

20 11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16,
21 MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act
22 on their behalf or under their direction and control, including, without limitation, any parent
23 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
24 director(s), agent(s), employee(s), and other representative(s).

25 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
26 purporting to act on its behalf or its direction and control, including, without limitation, any parent
27 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
28 director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTI” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. "You" and "Your" means Desert Palace.

45. The term "and" includes the term "or," and the term "or" includes the term "and."

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from March 1, 2009 to September 2, 2016, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars; and (f) whether the value of the Benefit was accounted for under the MOTI Agreement, such as with regard to calculating Net Profit for the Restaurant.

INTERROGATORY NO. 2:

Describe Your alleged damages, if any, suffered due to the development and operation of Serendipity 3.

INTERROGATORY NO. 3:

Describe how You relied on the Business Information Forms provided by MOTI, including: (a) the name and position of the individual who reviewed the Business Information Forms prior to entering into the Development Agreements; (b) the date(s) when the Business Information Forms were reviewed; and (c) a summary of communications, oral and written, internal and external, regarding Your reliance on the Business Information Forms.

INTERROGATORY NO. 4:

Describe all facts supporting the basis of Your contention that “MOTI was obligated to update the Business Information Form in accordance with the provisions in the MOTI Agreement,” as alleged in Paragraph 34 of Your First Amended Complaint.

INTERROGATORY NO. 5:

From the opening of Serendipity 3 to the present, identify, for each quarter, net profits actually received by You for the Restaurant.

INTERROGATORY NO. 6:

From the opening of Serendipity 3 to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 7:

From the opening of Serendipity 3 to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

AARON D. LOVASS
**NEWMAYER & DILLON
LLP**
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
*Attorneys for Nominal Plaintiff
GR Burgr LLC*

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 10

EXHIBIT 10

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**MOTI PARTNERS 16, LLC'S FIRST SET
OF INTERROGATORIES TO DESERT
PALACE, INC.**

Pursuant to Nevada Rule of Civil Procedure 33, Moti Partners 16, LLC (“MOTI 16”), requests that Desert Palace, Inc. (“Desert Palace”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

1 to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s),
2 agent(s), employee(s), and other representative(s).

3 7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood,
4 and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under
5 their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies),
6 attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali
7 Mercera, and Brittnie T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E.
8 Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s),
9 agent(s), employee(s), and other representative(s).

10 8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or
11 purporting to act on its behalf or under its direction and control, including, without limitation, any
12 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
13 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
14 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

15 9. “Compliance Committee” means the Corporate Compliance Committee described in
16 Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see*
17 CAESARS061877-78).

18 10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the
19 FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

20 11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16,
21 MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act
22 on their behalf or under their direction and control, including, without limitation, any parent
23 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
24 director(s), agent(s), employee(s), and other representative(s).

25 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
26 purporting to act on its behalf or its direction and control, including, without limitation, any parent
27 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
28 director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTI” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. “You” and “Your” means Desert Palace.

45. The term “and” includes the term “or,” and the term “or” includes the term “and.”

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

INTERROGATORY NO. 2:

Describe Your efforts, if any, to rebrand Serendipity 3 after your purported termination of the MOTI Agreement.

INTERROGATORY NO. 3:

Describe Your efforts to work with, assist, and provide guidance to MOTI 16 concerning its attempt to cure the Seibel Suitability Determination.

INTERROGATORY NO. 4:

Describe the types of revenue or expenses that were included within the category of “Rebates,” including the corresponding code “4290-005,” in Your profit and loss statements (*see, e.g., CAESARS033198*).

6.1(b)(1) or 6.1(c) – Rent retained by Caesars; (d) Section 6.1(b)(2) or Section 6.1(c) – Payment to the Parties; and (e) 6.1(b)(3) – Net Revenues retained by Caesars.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

AARON D. LOVASS
**NEWMAYER & DILLON
LLP**
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
*Attorneys for Nominal Plaintiff
GR Burgr LLC*

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 11

EXHIBIT 11

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**LLTQ ENTERPRISES, LLC'S FIRST SET
OF INTERROGATORIES TO DESERT
PALACE, INC.**

Pursuant to Nevada Rule of Civil Procedure 33, LLTQ Enterprises, LLC (“LLTQ”), requests that Desert Palace, Inc. (“Desert Palace”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (*See* CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

35. “Ramsay Entity” means any company owned, in whole or in part, directly or indirectly, or any company associated or affiliated in any way with Ramsay, including, without limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

38. “Seibel Suitability Determination” means the determination that an associate of the Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

41. “TPOV Agreement” means the Development and Operation Agreement between TPOV and Paris. (*See* CAESARS032346-78.)

42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an Unsuitable Person (e.g., the Seibel Suitability Determination).

43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. "You" and "Your" means Desert Palace.

45. The term "and" includes the term "or," and the term "or" includes the term "and."

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from April 4, 2012 to September 2, 2016, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars; and (f) whether the value of the Benefit was accounted for under the LLTQ Agreement, such as with regard to calculating Net Profit for the Restaurant.

INTERROGATORY NO. 2:

Identify the individuals involved in Your decision to reject the LLTQ Agreement in the Bankruptcy Proceeding as alleged in Paragraph 124 of Your First Amended Complaint, including, for each individual: (a) name; (b) position; (c) address; (d) telephone number; and (e) whether he or she still works for Caesars.

INTERROGATORY NO. 3:

For each individual identified in response to Interrogatory No. 2, describe the nature of his or her involvement in the decision to reject the LLTQ Agreement in the Bankruptcy Proceeding, including: (a) why he or she was involved in the decision-making process; and (b) a summary of

1 communications, oral and written, internal and external, he or she had concerning the decision to
2 reject.

3 **INTERROGATORY NO. 4:**

4 Describe all facts supporting the basis of Your contention “that the costs of the LLTQ and
5 FERG Agreements outweighed any potential benefits that Caesars Palace could realize by
6 continuing to perform under the agreements,” as alleged in Paragraph 124 of Your First Amended
7 Complaint.

8 **INTERROGATORY NO. 5:**

9 Describe Your alleged damages, if any, suffered due to the development and operation of
10 Gordon Ramsay Pub & Grill at Caesars Palace.

11 **INTERROGATORY NO. 6:**

12 Describe Your alleged damages, if any, suffered due to the development and operation of
13 Gordon Ramsay Fish and Chips at the LINQ.

14 **INTERROGATORY NO. 7:**

15 Describe Your policies and procedures concerning Business Information Forms.

16 **INTERROGATORY NO. 8:**

17 From the opening of Gordon Ramsay Pub & Grill at Caesars Palace; to the present
18 (including after Your termination of the LLTQ Agreement.), identify, for each quarter, all amounts
19 paid to Ramsay or any Ramsay Entity, whether through profit sharing for the Restaurant, a license
20 fee, or otherwise.

21 **INTERROGATORY NO. 9:**

22 From the opening of Gordon Ramsay Fish & Chips at the LINQ; to the present (including
23 after Your termination of the LLTQ Agreement.), identify, for each quarter, all amounts paid to
24 Ramsay or any Ramsay Entity, whether through profit sharing for the Restaurant, a license fee, or
25 otherwise.

26 **INTERROGATORY NO. 10:**

27 From the opening of Gordon Ramsay Pub & Grill at Caesars Palace to the present, identify,
28 for each quarter, net profits actually received by You for the Restaurant.

INTERROGATORY NO. 11:

From the opening of Gordon Ramsay Fish & Chips at the LINQ to the present, identify, for each quarter, net profits actually received by You for the Restaurant.

INTERROGATORY NO. 12:

From the opening of Gordon Ramsay Pub & Grill at Caesars Palace to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 13:

From the opening of Gordon Ramsay Fish & Chips at the LINQ to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 14:

From the opening of Gordon Ramsay Pub & Grill at Caesars Palace to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

INTERROGATORY NO. 15:

From the opening of Gordon Ramsay Fish & Chips at the LINQ to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

DATED this 30th day of June, 2020.

BAILEY❖KENNEDY

By: /s/ Stephanie J. Glantz
JOHN R. BAILEY
DENNIS L. KENNEDY
JOSHUA P. GILMORE
PAUL C. WILLIAMS
STEPHANIE J. GLANTZ

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

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

AARON D. LOVASS Email: Aaron.Lovaas@ndlf.com
NEWMAYER & DILLON *Attorneys for Nominal Plaintiff*
LLP *GR Burgr LLC*
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 12

EXHIBIT 12

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**LLTQ ENTERPRISES 16, LLC'S FIRST
SET OF INTERROGATORIES TO DESERT
PALACE, INC.**

Pursuant to Nevada Rule of Civil Procedure 33, LLTQ Enterprises 16, LLC (“LLTQ 16”), requests that Desert Palace, Inc. (“Desert Palace”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

1 to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s),
2 agent(s), employee(s), and other representative(s).

3 7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood,
4 and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under
5 their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies),
6 attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali
7 Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E.
8 Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s),
9 agent(s), employee(s), and other representative(s).

10 8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or
11 purporting to act on its behalf or under its direction and control, including, without limitation, any
12 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
13 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
14 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

15 9. “Compliance Committee” means the Corporate Compliance Committee described in
16 Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see*
17 CAESARS061877-78).

18 10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the
19 FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

20 11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16,
21 MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act
22 on their behalf or under their direction and control, including, without limitation, any parent
23 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
24 director(s), agent(s), employee(s), and other representative(s).

25 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
26 purporting to act on its behalf or its direction and control, including, without limitation, any parent
27 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
28 director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTI” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. “You” and “Your” means Desert Palace.

45. The term “and” includes the term “or,” and the term “or” includes the term “and.”

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

INTERROGATORY NO. 2:

Describe Your efforts, if any, to rebrand Gordon Ramsay Pub & Grill at Caesars Palace after your purported termination of LLTQ Agreement.

INTERROGATORY NO. 3:

Describe Your efforts to work with, assist, and provide guidance to LLTQ 16 concerning its attempt to cure the Seibel Suitability Determination.

INTERROGATORY NO. 4:

Describe the basis of Your belief that “the proposed assignee and its Associates . . . direct or indirect relationships with Rowen Siebel . . . would be unacceptable to the Gaming Regulatory Authorities,” as stated in the September 16, 2016, letter from Mark A. Clayton to Brian K. Ziegler (*see* 16TPOV00000734-38).

1 Payback; (d) 7.1.3 – Retention by Caesars; (e) 7.1.4 – Retention by/Payment to the Parties; (f) 7.1.5
2 – Retention by Caesars; and (g) 7.1.6 – Retention by/Payment to the Parties.

3 DATED this 30th day of June, 2020.

4 BAILEY ♦ KENNEDY

5 By: /s/ Stephanie J. Glantz

6 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

7 PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

8 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
9 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
10 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
11 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
12 *Squared Global Solutions, LLC, Derivatively On Behalf of*
13 *DNT Acquisition, LLC*

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

AARON D. LOVASS
NEWMAYER & DILLON
LLP
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
Attorneys for Nominal Plaintiff
GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 13

EXHIBIT 13

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**TPOV ENTERPRISES, LLC'S FIRST SET
OF INTERROGATORIES TO PARIS LAS
VEGAS OPERATING COMPANY, LLC**

Pursuant to Nevada Rule of Civil Procedure 33, TPOV Enterprises, LLC, (“TPOV”), requests that Paris Las Vegas Operating Company, LLC (“Paris”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (*See* CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

29. “MOTI Agreement” means the Development, Operation and License Agreement between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

30. “Nevada Gaming Control Board” means that which is described in NRS 463.030 through NRS 463.110.

31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig, P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers, and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. “You” and “Your” means Paris.

45. The term “and” includes the term “or,” and the term “or” includes the term “and.”

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from November 1, 2011 to September 2, 2016, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars; and (f) whether the value of the Benefit was accounted for under the TPOV Agreement, such as with regard to calculating Net Profit for the Restaurant.

INTERROGATORY NO. 2:

Describe the Compliance Committee’s evaluation of “the proposed assignee and its Associates,” as stated in the September 12, 2016, letter from Mark A. Clayton to Brian K. Ziegler (*see* 16TPOV00000754), including: (a) the names and positions of the individuals involved in the evaluation; (b) the date(s) of the evaluation; and (c) the results of the evaluation.

INTERROGATORY NO. 3:

Describe Your alleged damages, if any, suffered due to the development and operation of Gordon Ramsay Steak at Paris.

///

///

INTERROGATORY NO. 10:

From the opening of Gordon Ramsay Steak in Baltimore to the present, identify, for each quarter, net profits actually received by You for the Restaurant.

INTERROGATORY NO. 11:

From the opening of Gordon Ramsay Steak at Paris to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 12:

From the opening of Gordon Ramsay Steak in Baltimore to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 13:

From the opening of Gordon Ramsay Steak at Paris to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

INTERROGATORY NO. 14:

From the opening of Gordon Ramsay Steak in Baltimore to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

DATED this 30th day of June, 2020.

BAILEY❖KENNEDY

By: /s/ Stephanie J. Glantz
JOHN R. BAILEY
DENNIS L. KENNEDY
JOSHUA P. GILMORE
PAUL C. WILLIAMS
STEPHANIE J. GLANTZ

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

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

AARON D. LOVASS Email: Aaron.Lovaas@ndlf.com
NEWMAYER & DILLON *Attorneys for Nominal Plaintiff*
LLP *GR Burgr LLC*
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 14

EXHIBIT 14

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com
11

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
company,
25

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**TPOV ENTERPRISES 16, LLC'S FIRST
SET OF INTERROGATORIES TO PARIS
LAS VEGAS OPERATING COMPANY,
LLC**

Pursuant to Nevada Rule of Civil Procedure 33, TPOV Enterprises 16, LLC, (“TPOV 16”), requests that Paris Las Vegas Operating Company, LLC (“Paris”), answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

1 to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s),
2 agent(s), employee(s), and other representative(s).

3 7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood,
4 and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under
5 their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies),
6 attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali
7 Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E.
8 Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s),
9 agent(s), employee(s), and other representative(s).

10 8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or
11 purporting to act on its behalf or under its direction and control, including, without limitation, any
12 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
13 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
14 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

15 9. “Compliance Committee” means the Corporate Compliance Committee described in
16 Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see*
17 CAESARS061877-78).

18 10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the
19 FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

20 11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16,
21 MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act
22 on their behalf or under their direction and control, including, without limitation, any parent
23 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
24 director(s), agent(s), employee(s), and other representative(s).

25 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
26 purporting to act on its behalf or its direction and control, including, without limitation, any parent
27 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
28 director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTI” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. “You” and “Your” means Paris.

45. The term “and” includes the term “or,” and the term “or” includes the term “and.”

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe all Benefits that You received, whether directly or indirectly as a part of Caesars, from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

INTERROGATORY NO. 2:

Describe Your efforts, if any, to rebrand Gordon Ramsay Steak at Paris after your purported termination of the TPOV Agreement.

INTERROGATORY NO. 3:

Describe Your efforts to work with, assist, and provide guidance to TPOV 16 concerning its attempt to cure the Seibel Suitability Determination.

INTERROGATORY NO. 4:

Describe any investigations that You conducted concerning the “kickbacks” alleged in paragraphs 134 through 144 of Your First Amended Complaint, including, for each investigation: (a) the start and end dates of the investigation; (b) the names and positions of the individuals involved in the investigation; (c) a summary of communications, internal and external, oral and written, concerning the investigation (including, but not limited to, communications with Seibel,

1 by/Payment to the Parties; (f) 7.1.5 – Retention by Caesars; and (g) 7.1.6 – Retention by/Payment to
2 the Parties.

3 DATED this 30th day of June, 2020.

4 BAILEY ♦ KENNEDY

5 By: /s/ Stephanie J. Glantz

6 JOHN R. BAILEY

DENNIS L. KENNEDY

7 JOSHUA P. GILMORE

PAUL C. WILLIAMS

8 STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

AARON D. LOVASS
**NEWMAYER & DILLON
LLP**
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
*Attorneys for Nominal Plaintiff
GR Burgr LLC*

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 15

EXHIBIT 15

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**FERG, LLC'S FIRST SET OF
INTERROGATORIES TO BOARDWALK
REGENCY CORPORATION D/B/A
CAESARS ATLANTIC CITY**

1 Pursuant to Nevada Rule of Civil Procedure 33, Ferg, LLC's ("Ferg"), requests that
2 Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC"), answer the following
3 Interrogatories under oath within 30 days of the date of service.

4 The following Definitions apply to each and every Interrogatory set forth herein and are
5 incorporated by reference as though fully set forth in each and every Interrogatory.

6 **DEFINITIONS**

7 1. "Assignments" means the assignments from FERG, LLTQ, MOTI, and TPOV to
8 FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61;
9 CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

10 2. "Bankruptcy Proceeding" means *In re: Caesars Entertainment Operating Company,*
11 *Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all
12 related and affiliated cases.

13 3. "Benefits" means credits, rebates, reductions, discounts, allowances, concessions,
14 benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel
15 opportunities, dining opportunities, personal goods, and all other items or forms of value.

16 4. "Business Information Form" means the type of form, generally, referred to in
17 Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present
18 documents that performed (or perform) similar functions to the Business Information Form.

19 5. "CAC" means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any
20 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
21 including, without limitation, any parent entity(ies) (including, but not limited to, Caesars
22 Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities),
23 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
24 other representative(s).

25 6. "Caesars Entertainment" means Caesars Entertainment Corporation and any
26 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
27 including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited
28

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

29. “MOTI Agreement” means the Development, Operation and License Agreement between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

30. “Nevada Gaming Control Board” means that which is described in NRS 463.030 through NRS 463.110.

31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig, P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers, and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

1 43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells
2 and/or provides products, goods, and/or services to Caesars.

3 44. "You" and "Your" means CAC.

4 45. The term "and" includes the term "or," and the term "or" includes the term "and."

5 46. When the context so requires, references to the masculine gender include the
6 feminine and neuter, and references to the feminine gender include the masculine and neuter.

7 47. Singular references include the plural, and plural references include the singular.

8 **INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
11 from Vendors from May 16, 2014 to September 2, 2016, including for each Benefit: (a) the identity
12 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of
13 the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event
14 ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an
15 estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other
16 entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other
17 representative of Caesars; and (f) whether the value of the Benefit was accounted for under the
18 FERG Agreement, such as with regard to calculating Net Profit for the Restaurant.

19 **INTERROGATORY NO. 2:**

20 Identify the individuals involved in Your decision to reject the FERG Agreement in the
21 Bankruptcy Proceeding as alleged in Paragraph 124 of Your First Amended Complaint, including,
22 for each individual: (a) name; (b) position; (c) address; (d) telephone number; and (e) whether he or
23 she still works for Caesars.

24 **INTERROGATORY NO. 3:**

25 For each individual identified in response to Interrogatory No. 2, describe the nature of his
26 or her involvement in the decision to reject the FERG Agreement in the Bankruptcy Proceeding,
27 including: (a) why he or she was involved in the decision-making process; and (b) a summary of
28

communications, oral and written, internal and external, he or she had concerning the decision to reject.

INTERROGATORY NO. 4:

Describe Your alleged damages, if any, suffered due to the development and operation of Gordon Ramsay Pub & Grill, located at Caesars Atlantic City.

INTERROGATORY NO. 5:

From the opening of the Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, to the present (including after Your termination of the FERG Agreement), identify, for each quarter, all amounts paid to Ramsay or any Ramsay Entity, whether through profit sharing for the Restaurant, a license fee, or otherwise.

INTERROGATORY NO. 6:

From the opening of Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, to the present, identify, for each quarter, net profits actually received by You for the Restaurant.

INTERROGATORY NO. 7:

From the opening of Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, to the present, identify, for each quarter, all gross revenue earned by the Restaurant.

INTERROGATORY NO. 8:

From the opening of Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI	Email: JJP@pisanellibice.com
DEBRA L. SPINELLI	DLK@pisanellibice.com
M. MAGALI MERCERA	MMM@pisanellibice.com
BRITTNE T. WATKINS	BTW@pisanellibice.com
PISANELLI BICE PLLC	<i>Attorneys for Defendants/Counterclaimant Desert</i>
400 South 7 th Street, Suite 300	<i>Palace, Inc.; Paris Las Vegas Operating Company,</i>
Las Vegas, NV 89101	<i>LLC; PHWLTV, LLC; and Boardwalk Regency</i>
	<i>Corporation</i>

JEFFREY J. ZEIGER	Email: jzeiger@kirkland.com
WILLIAM E. ARNAULT	warnault@kirkland.com
KIRKLAND & ELLIS LLP	<i>Attorneys for Defendants/Counterclaimant Desert</i>
300 North LaSalle	<i>Palace, Inc.; Paris Las Vegas Operating Company,</i>
Chicago, IL 60654	<i>LLC; PHWLTV, LLC; and Boardwalk Regency</i>
	<i>Corporation</i>

JOHN D. TENNERT	Email: jtennert@fclaw.com
FENNEMORE CRAIG, P.C.	<i>Attorneys for Defendant Gordon Ramsay</i>
300 East 2 nd Street, Suite 1510	
Reno, NV 89501	

ALAN LEBENSFELD	Email: alan.lebensfeld@lsandspc.com
LAWRENCE J. SHARON	Lawrence.sharon@lsandspc.com
BRETT SCHWARTZ	Brett.schwartz@lsandspc.com
LEBENSFELD SHARON &	<i>Attorneys for Plaintiff in Intervention</i>
SCHWARTZ, P.C.	<i>The Original Homestead Restaurant, Inc.</i>
140 Broad Street	
Red Bank, NJ 07701	

MARK J. CONNOT	Email: mconnot@foxrothschild.com
KEVIN M. SUTEHALL	ksutehall@foxrothschild.com
FOX ROTHSCCHILD LLP	<i>Attorneys for Plaintiff in Intervention</i>
1980 Festival Plaza Drive,	<i>The Original Homestead Restaurant, Inc.</i>
#700	
Las Vegas, NV 89135	

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

AARON D. LOVASS
NEWMeyer & DILLON
LLP
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
Attorneys for Nominal Plaintiff
GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 16

EXHIBIT 16

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

19 Plaintiff,

20 vs.

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

23 Defendants,

24 And

24 GR BURGR LLC, a Delaware limited liability
25 company,

26 Nominal Plaintiff.

27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**FERG 16, LLC'S FIRST SET OF
INTERROGATORIES TO BOARDWALK
REGENCY CORPORATION D/B/A
CAESARS ATLANTIC CITY**

1 Pursuant to Nevada Rule of Civil Procedure 33, Ferg 16, LLC's ("Ferg"), requests that
2 Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC"), answer the following
3 Interrogatories under oath within 30 days of the date of service.

4 The following Definitions apply to each and every Interrogatory set forth herein and are
5 incorporated by reference as though fully set forth in each and every Interrogatory.

6 **DEFINITIONS**

7 1. "Assignments" means the assignments from FERG, LLTQ, MOTI, and TPOV to
8 FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61;
9 CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

10 2. "Bankruptcy Proceeding" means *In re: Caesars Entertainment Operating Company,*
11 *Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all
12 related and affiliated cases.

13 3. "Benefits" means credits, rebates, reductions, discounts, allowances, concessions,
14 benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel
15 opportunities, dining opportunities, personal goods, and all other items or forms of value.

16 4. "Business Information Form" means the type of form, generally, referred to in
17 Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present
18 documents that performed (or perform) similar functions to the Business Information Form.

19 5. "CAC" means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any
20 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
21 including, without limitation, any parent entity(ies) (including, but not limited to, Caesars
22 Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities),
23 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
24 other representative(s).

25 6. "Caesars Entertainment" means Caesars Entertainment Corporation and any
26 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
27 including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited
28

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

1 43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells
2 and/or provides products, goods, and/or services to Caesars.

3 44. "You" and "Your" means CAC.

4 45. The term "and" includes the term "or," and the term "or" includes the term "and."

5 46. When the context so requires, references to the masculine gender include the
6 feminine and neuter, and references to the feminine gender include the masculine and neuter.

7 47. Singular references include the plural, and plural references include the singular.

8 **INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
11 from Vendors from September 2, 2016 to the present, including for each Benefit: (a) the identity of
12 the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the
13 Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary
14 food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the
15 Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or
16 affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

17 **INTERROGATORY NO. 2:**

18 Describe Your efforts, if any, to rebrand Gordon Ramsay Pub & Grill, located at Caesars
19 Atlantic City, after your purported termination of FERG Agreement.

20 **INTERROGATORY NO. 3:**

21 Describe Your efforts to work with, assist, and provide guidance to FERG 16 concerning its
22 attempt to cure the Seibel Suitability Determination.

23 **INTERROGATORY NO. 4:**

24 Describe the basis of Your belief that "the proposed assignee and its Associates . . . direct or
25 indirect relationships with Rowen Siebel . . . would be unacceptable to the Gaming Regulatory
26 Authorities," as stated in the September 16, 2016, letter from Mark A. Clayton to Brian K. Ziegler
27 (*see* 16TPOV00000734-38).
28

1 8.1(a)(b)-(e) – Restaurant Sales; (c) 8.1(b) – Capital Reserve retained by Caesars; (d) 8.1(c) –
2 Project Costs retained by Caesars; (e) 8.1(d) – Restaurant Proceeds paid to the Parties.

3 DATED this 30th day of June, 2020.

4 BAILEY ♦ KENNEDY

5 By: /s/ Stephanie J. Glantz

6 JOHN R. BAILEY

7 DENNIS L. KENNEDY

8 JOSHUA P. GILMORE

9 PAUL C. WILLIAMS

10 STEPHANIE J. GLANTZ

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

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

AARON D. LOVASS Email: Aaron.Lovaas@ndlf.com
NEWMYER & DILLON *Attorneys for Nominal Plaintiff*
LLP *GR Burgr LLC*
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 17

EXHIBIT 17

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com
11

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
company,
25

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.
28

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

Consolidated with A-17-760537-B

**R SQUARED GLOBAL SOLUTIONS, LLC,
DERIVATIVELY ON BEHALF OF DNT
ACQUISITION LLC'S FIRST SET OF
INTERROGATORIES TO DESERT
PALACE, INC.**

Pursuant to Nevada Rule of Civil Procedure 33, R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) requests that Desert Palace, Inc. (“Desert Palace”) answer the following Interrogatories under oath within 30 days of the date of service.

The following Definitions apply to each and every Interrogatory set forth herein and are incorporated by reference as though fully set forth in each and every Interrogatory.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (*See* CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all related and affiliated cases.

3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.

4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.

5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

29. “MOTI Agreement” means the Development, Operation and License Agreement between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

30. “Nevada Gaming Control Board” means that which is described in NRS 463.030 through NRS 463.110.

31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig, P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers, and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

35. “Ramsay Entity” means any company owned, in whole or in part, directly or indirectly, or any company associated or affiliated in any way with Ramsay, including, without limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

38. “Seibel Suitability Determination” means the determination that an associate of the Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

41. “TPOV Agreement” means the Development and Operation Agreement between TPOV and Paris. (*See* CAESARS032346-78.)

42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an Unsuitable Person (e.g., the Seibel Suitability Determination).

1 43. "Vendor" means any person, entity, and/or group of persons and/or entities that sells
2 and/or provides products, goods, and/or services to Caesars.

3 44. "You" and "Your" means Desert Palace.

4 45. The term "and" includes the term "or," and the term "or" includes the term "and."

5 46. When the context so requires, references to the masculine gender include the
6 feminine and neuter, and references to the feminine gender include the masculine and neuter.

7 47. Singular references include the plural, and plural references include the singular.

8 **INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
11 from Vendors from June 21, 2011 to September 2, 2016, including for each Benefit: (a) the identity
12 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature of
13 the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event
14 ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an
15 estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any other
16 entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other
17 representative of Caesars; and (f) whether the value of the Benefit was accounted for under the
18 DNT Agreement, such as with regard to calculating Net Profit for the Restaurant.

19 **INTERROGATORY NO. 2:**

20 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
21 from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity of
22 the Vendor that provided the Benefit; (b) the date the Benefit was received; (c) the nature of the
23 Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket, complimentary
24 food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the
25 Benefit; and (e) whether the Benefit was conferred upon You, any other entity associated or
26 affiliated with Caesars, or an officer, director, agent, employee, or other representative of Caesars.

27 ///

28 ///

INTERROGATORY NO. 15:

From the opening of Old Homestead Steakhouse, at Caesars Palace, to the present, identify, for each quarter, all expenses actually incurred by the Restaurant.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

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

AARON D. LOVASS Email: Aaron.Lovaas@ndlf.com
NEWMAYER & DILLON *Attorneys for Nominal Plaintiff*
LLP *GR Burgr LLC*
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 18

EXHIBIT 18

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**ROWEN SEIBEL'S FIRST SET OF
INTERROGATORIES TO DESERT
PALACE, INC.**

1 Pursuant to Nevada Rule of Civil Procedure 33, Rowen Seibel requests that Desert Palace,
2 Inc. (“Desert Palace”), answer the following Interrogatories under oath within 30 days of the date of
3 service.

4 The following Definitions apply to each and every Interrogatory set forth herein and are
5 incorporated by reference as though fully set forth in each and every Interrogatory.

6 **DEFINITIONS**

7 1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to
8 FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (See CAESARS084060-61;
9 CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)

10 2. “Bankruptcy Proceeding” means *In re: Caesars Entertainment Operating Company,*
11 *Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois, and all
12 related and affiliated cases.

13 3. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions,
14 benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel
15 opportunities, dining opportunities, personal goods, and all other items or forms of value.

16 4. “Business Information Form” means the type of form, generally, referred to in
17 Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present
18 documents that performed (or perform) similar functions to the Business Information Form.

19 5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any
20 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
21 including, without limitation, any parent entity(ies) (including, but not limited to, Caesars
22 Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities),
23 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
24 other representative(s).

25 6. “Caesars Entertainment” means Caesars Entertainment Corporation and any
26 person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control,
27 including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited
28

to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 13. “DNT Agreement” means the Development, Operation, and License Agreement
2 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

3 14. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to
4 act on its behalf or under its direction and control, including, without limitation, any parent
5 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
6 director(s), agent(s), employee(s), and other representative(s).

7 15. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or
8 purporting to act on its behalf or under its direction and control, including, without limitation, any
9 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
10 director(s), agent(s), employee(s), and other representative(s).

11 16. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
12 (*See* CAESARS037410-48.)

13 17. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies)
14 acting or purporting to act on his behalf or under his direction and control, including, without
15 limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law
16 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
17 employee(s), and other representative(s).

18 18. “Gaming Employee” means “any person connected directly with an operator of a
19 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
20 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
21 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
22 as defined in NRS 463.0157(1).

23 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
24 to act on its behalf or under its direction and control, including, without limitation, any parent
25 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
26 director(s), agent(s), employee(s), and other representative(s).

27 20. “GRB Agreement” means the Development, Operation and License Agreement
28 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

23. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

24. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

25. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

26. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

27. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

1 29. “MOTI Agreement” means the Development, Operation and License Agreement
2 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

3 30. “Nevada Gaming Control Board” means that which is described in NRS 463.030
4 through NRS 463.110.

5 31. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
6 acting or purporting to act on its behalf or under its direction and control, including, without
7 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
8 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
9 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
10 representative(s).

11 32. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or
12 entity(ies) acting or purporting to act on its behalf or under its direction and control, including,
13 without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment),
14 affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s),
15 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
16 representative(s).

17 33. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or
18 purporting to act on its behalf or under its direction and control, including, without limitation, any
19 parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
20 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
21 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

22 34. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies)
23 acting or purporting to act on his behalf or under his direction and control, including, without
24 limitation, attorney(s) (including, without limitation, Allen J. Wilt (formerly with Fennemore Craig,
25 P.C.), John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers,
26 and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s),
27 officer(s), director(s), agent(s), employee(s), and other representative(s).

28

1 35. “Ramsay Entity” means any company owned, in whole or in part, directly or
2 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
3 limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

4 36. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
5 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
6 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet
7 Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at
8 Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

9 37. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
10 purporting to act on his behalf or under his direction and control, including, without limitation,
11 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
12 other representative(s).

13 38. “Seibel Suitability Determination” means the determination that an associate of the
14 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
15 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

16 39. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
17 purporting to act on its behalf or under its direction and control, including, without limitation, any
18 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
19 director(s), agent(s), employee(s), and other representative(s).

20 40. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
21 acting or purporting to act on its behalf or under its direction and control, including, without
22 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
23 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

24 41. “TPOV Agreement” means the Development and Operation Agreement between
25 TPOV and Paris. (*See* CAESARS032346-78.)

26 42. “Unsuitability” or “Unsuitable” means a determination by Caesars that a person or
27 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
28 Unsuitable Person (e.g., the Seibel Suitability Determination).

43. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to Caesars.

44. “You” and “Your” means Desert Palace.

45. The term “and” includes the term “or,” and the term “or” includes the term “and.”

46. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

47. Singular references include the plural, and plural references include the singular.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe Your communications, written and oral, with the Nevada Gaming Control Board concerning the Seibel Suitability Determination.

INTERROGATORY NO. 2:

Describe all facts supporting the basis of your contention that “Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities representatives [engaged in] a conspiratorial scheme to engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as alleged in Paragraph 144 of Your First Amended Complaint.

INTERROGATORY NO. 3:

From January 1, 2010, to the present, identify all felony convictions—regardless of whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo contendere*, or an *Alford* plea)—of Gaming Employees employed by you (whether current or former), including: (a) the nature of the felony conviction; and (b) the jurisdiction of the court or tribunal that entered the felony conviction. You may exclude from your response the names of the Gaming Employees.

INTERROGATORY NO. 4:

For each felony identified in response to Interrogatory No. 3, state whether You terminated the Gaming Employee(s) due to the felony conviction(s).

INTERROGATORY NO. 5:

From January 1, 2010, to the present, identify all felony convictions—regardless of whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo contendere*, or an

Alford plea)—of individuals with whom you had or have a direct or indirect contractual relationship (including employees, agents, representatives, or affiliates of the individual with whom you had or have a direct or indirect contractual relationship), including: (a) the nature of the felony conviction; (b) the date of the felony conviction; and (c) the jurisdiction of the court or tribunal that entered the felony conviction. You may exclude from your response the names of the individuals.

INTERROGATORY NO. 6:

For each felony identified in response to Interrogatory No. 5, state whether You terminated the contractual relationship(s) due to the felony conviction(s).

INTERROGATORY NO. 7:

Describe Your initial meeting with Ramsay or any person associated or affiliated with Ramsay, including: (a) the date of the meeting; (ii) the names and positions of the individuals who were involved in or attended the meeting; and (c) a summary of the meeting.

INTERROGATORY NO. 8:

Describe Your communications, oral and written, with Eldorado Resorts related to this lawsuit, including: (a) the date(s) of the communications; (b) the names and positions of the individuals who were involved in the communications; and (c) a summary of the communications.

INTERROGATORY NO. 9:

Describe how You would be in a better position had you not entered into the Development Agreements, as alleged in Paragraph 7 of Your First Amended Complaint.

DATED this 30th day of June, 2020.

BAILEY ♦ KENNEDY

By: /s/ Stephanie J. Glantz

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
*Attorneys for Defendants/Counterclaimant Desert
Palace, Inc.; Paris Las Vegas Operating Company,
LLC; PHWLTV, LLC; and Boardwalk Regency
Corporation*

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
 300 East 2nd Street, Suite 1510
 Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
**LEBENSFELD SHARON &
SCHWARTZ, P.C.**
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCILD LLP
1980 Festival Plaza Drive,
#700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.

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

AARON D. LOVASS Email: Aaron.Lovaas@ndlf.com
NEWMAYER & DILLON *Attorneys for Nominal Plaintiff*
LLP *GR Burgr LLC*
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 19

EXHIBIT 19

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSHUA P. GILMORE
Nevada Bar No. 11576
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 STEPHANIE J. GLANTZ
Nevada Bar No. 14878
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
25 company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**ROWEN SEIBEL, THE DEVELOPMENT
ENTITIES, AND CRAIG GREEN'S THIRD
SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO CAESARS**

Pursuant to Nevada Rule of Civil Procedure 34, Rowen Seibel (“Seibel”); Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); Craig Green (“Green”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) request that Desert Palace Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City produce all documents, electronically stored information, and other things responsive to the following requests at the office of Bailey❖Kennedy, which is located at 8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302, within 30 days after service of these Requests.

The following Definitions and Instructions apply to each and every Request for Production of documents, electronically stored information, and other things set forth herein and are incorporated by reference as though fully set forth in each and every Request.

DEFINITIONS

1. “Assignments” means the assignments from FERG, LLTQ, MOTI, and TPOV to FERG 16, LLTQ 16, MOTI 16, and TPOV 16, respectively. (*See* CAESARS084060-61; CAESARS084066-67; CAESARS084112-13; CAESARS084137-38.)
2. “Benefits” means credits, rebates, reductions, discounts, allowances, concessions, benefits, perks, gifts, gift cards, money, experiences, tickets to sporting events and shows, travel opportunities, dining opportunities, personal goods, and all other items or forms of value.
3. “BurGR” means the restaurant formerly operating at Planet Hollywood Resort & Casino, located in Las Vegas, Nevada.
4. “Business Information Form” means the type of form, generally, referred to in Paragraph 30 of Your First Amended Complaint, including, if applicable, past and present documents that performed (or perform) similar functions to the Business Information Form.
5. “CAC” means Boardwalk Regency Corporation d/b/a Caesars Atlantic City and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars

Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

6. “Caesars Entertainment” means Caesars Entertainment Corporation and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies) (including, but not limited to, the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

7. “Caesars” means Caesars Entertainment, Caesars Palace, Paris, Planet Hollywood, and/or CAC, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, James. J. Pisanelli, Debra L. Spinelli, M. Magali Mercera, and Brittne T. Wakins of Pisanelli Bice PLLC and Jeffrey J. Zeiger, P.C. and William E. Arnault, IV, of Kirkland & Ellis LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

8. “Caesars Palace” means Desert Palace Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

9. “Compliance Committee” means the Corporate Compliance Committee described in Section VI of Caesars Entertainment Corporation Ethics and Compliance Program (*see* CAESARS061877-78).

10. “Development Agreements” means the DNT Agreement, the GRB Agreement, the FERG Agreement, the LLTQ Agreement, the MOTI Agreement, and the TPOV Agreement.

11. “Development Entities” means DNT, FERG, FERG 16, GRB, LLTQ, LLTQ 16, MOTI, MOTI 16, TPOV, and/or TPOV 16, and any person(s) or entity(ies) acting or purporting to act on their behalf or under their direction and control, including, without limitation, any parent

entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or purporting to act on its behalf or its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

13. “DNT Agreement” means the Development, Operation, and License Agreement between DNT and Caesars Palace. (*See* CAESARS072269-314.)

14. “Elite” means Elite Brand Hospitality, LLC, and/or any person or persons and/or entity or entities acting or purporting to act on its behalf and/or under its direction and control, including, without limitation, any attorney(s), accountant(s), agent(s), employee(s), and/or representative(s) of Elite.

15. “FERG” means FERG, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

16. “FERG 16” means FERG 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

17. “FERG Agreement” means the Consulting Agreement between FERG and CAC. (*See* CAESARS037410-48.)

18. “First Set of RFPS” refers to Defendants’ First Request for Production of Documents served in this matter on January 24, 2019.

19. “Frederick” means Jeffrey Frederick individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s) (including, without limitation, Robert E. Atkinson, Esq. of Atkinson Law

1 Associates Ltd.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s),
2 employee(s), and other representative(s).

3 20. “Gaming Employee” means “any person connected directly with an operator of a
4 slot route, the operator of a pari-mutuel system, the operator of an inter-casino linked system or a
5 manufacturer, distributor or disseminator, or with the operation of a gaming establishment licensed
6 to conduct any game, 16 or more slot machines, a race book, sports pool or pari-mutuel wagering,”
7 as defined in NRS 463.0157(1).

8 21. “Gordon Ramsay Burger” means the restaurant currently operating at Planet
9 Hollywood Resort & Casino, located in Las Vegas, Nevada.

10 22. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
11 to act on its behalf or under its direction and control, including, without limitation, any parent
12 entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
13 director(s), agent(s), employee(s), and other representative(s).

14 23. “Green” means Craig Green individually and any person(s) or entity(ies) acting or
15 purporting to act on his behalf or under his direction and control, including, without limitation,
16 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
17 other representative(s).

18 24. “GRB Agreement” means the Development, Operation and License Agreement
19 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

20 25. “GRUS” means GR Licensing, LP, and any person(s) or entity(ies) acting or
21 purporting to act on its behalf or under its direction and control, including, without limitation, any
22 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
23 director(s), agent(s), employee(s), and other representative(s).

24 26. “Inventory” means any tangible property, including perishable and non-perishable
25 goods, intended for sale or use at any of the Restaurants.

26 27. “Lion Capital” means Lion Capital LLP and any person(s) or entity(ies) acting or
27 purporting to act on its behalf or under its direction and control, including, without limitation, any
28

parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

28. “LLTQ” means LLTQ Enterprises, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

29. “LLTQ 16” means LLTQ Enterprises 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

30. “LLTQ Agreement” means the Development and Operation Agreement between LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

31. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

32. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

33. “MOTI Agreement” means the Development, Operation and License Agreement between MOTI and Caesars Palace. *See* CAESARS051785-807.

34. “Nevada Gaming Control Board” means that which is described in NRS 463.030 through NRS 463.110.

35. “OHS” refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation, Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz

P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

36. “Paris” means Paris Las Vegas Operating Company, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

37. “Planet Hollywood” means PHWLTV, LLC, and any person(s) or entity(ies) acting or purporting to act on its behalf or under its direction and control, including, without limitation, any parent entity(ies) (including, but not limited to, Caesars Entertainment), affiliate entity(ies) (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

38. “Ramsay” means Gordon Ramsay individually and any person(s) or entity(ies) acting or purporting to act on his behalf or under his direction and control, including, without limitation, attorney(s) (including, without limitation, Allen J. Wilt, formerly of Fennemore Craig, P.C., John D. Tennert of Fennemore Craig, P.C. and Timothy R. Dudderar, Jacqueline A. Rogers, and Justin T. Hymes of Potter Anderson & Corroon LLP), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

39. “Ramsay Entity” means any company owned, in whole or in part, directly or indirectly, or company associated or affiliated in any way with Ramsay, including, without limitation, Gordon Ramsay Holdings Limited and RB Restaurant Ventures, LLC.

40. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet Hollywood; Gordon Ramsay Fish & Chips at the LINQ; Gordon Ramsay Steak, located at Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

1 41. “Seibel” means Rowen Seibel individually and any person(s) or entity(ies) acting or
2 purporting to act on his behalf or under his direction and control, including, without limitation,
3 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
4 other representative(s).

5 42. “Seibel Suitability Determination” means the determination that an associate of the
6 Development Entities was an Unsuitable Person, as described in the September 12, 2016, letter
7 from Mark A. Clayton to Brian K. Ziegler. (*See* 16TPOV00000754.)

8 43. “TPOV” means TPOV Enterprises, LLC, and any person(s) or entity(ies) acting or
9 purporting to act on its behalf or under its direction and control, including, without limitation, any
10 parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
11 director(s), agent(s), employee(s), and other representative(s).

12 44. “TPOV 16” means TPOV Enterprises 16, LLC, and any person(s) or entity(ies)
13 acting or purporting to act on its behalf or under its direction and control, including, without
14 limitation, any parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s),
15 member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

16 45. “TPOV Agreement” means the Development and Operation Agreement between
17 TPOV and Paris. (*See* CAESARS032346-78.)

18 46. “Unsuitability” or “Unsuitable” means a determination by You that a person or
19 entity is an Unsuitable Person (as defined by You) or is associated or affiliated with an Unsuitable
20 Person (e.g., the Seibel Suitability Determination).

21 47. “Vendor” means any person, entity, and/or group of persons and/or entities that sells
22 and/or provides products, goods, and/or services to Caesars.

23 48. “You” and/or “Your” means Caesars and/or any person or persons and/or entity or
24 entities acting or purporting to act on its behalf (including CAC, Caesars Entertainment, or Caesars
25 Palace) and/or its direction and control, including, without limitation, any attorney(s), accountant(s),
26 agent(s), employee(s), and/or representative(s) of Desert Palace, Inc.

27 49. “Archive” and/or “Archives” refers to a copy of data on a computer drive, or on a
28 portion of a drive, maintained for historical reference. It is the temporary or permanent storage of

1 Electronic Data and/or Electronically Stored Information in a computer system, other than active
2 files in online storage, which are in current use on the computer system.

3 50. "Back-Up Tape," "Back-Up Copy," and/or "Back-Up File" is a copy of active data
4 which is intended for use in the restoration of the data.

5 51. "Communication" and/or "Communications" means and includes any written, oral,
6 telephonic, electronic, or other conveyance of information between or among two or more persons or
7 entities, including, but not limited to, an inquiry, representation, discussion, conversation,
8 agreement, understanding, meeting, memorandum, letter, note, telegram, advertisement, E-MAIL,
9 facsimile, or interview.

10 52. "Document" and/or "Documents" means and refers to all forms of written, printed,
11 typed, handwritten, taped, electronic, recorded, graphic, digital, or photographic matter; all
12 Communications, information, and data reduced to tangible form by computer or magnetic memory
13 or storage; all sound recordings or reproductions; and any other retrievable data, whether recorded,
14 taped, or coded electrostatically, electromagnetically, digitally, or otherwise. It also includes all
15 originals, drafts, and non-identical copies, wherever located (whether differentiated by
16 interlineations, receipt, stamp, notation, indication of copies sent or received, or otherwise). It
17 further includes, but is not limited to, Electronic Data or Electronically Stored Information;
18 Archives; E-Mails; Communications; letters; books; contracts; agreements; correspondence;
19 summaries of personal conversations or interviews; computer tapes; disks; printouts; memoranda;
20 desk calendars; appointment books; journals; message pads, forecasts; projections; working papers;
21 accountants' working papers; bulletins; printed forms; pleadings and other legal papers; handwritten
22 notes; telexes; telegrams; cables; facsimile reproductions or "faxes"; factual, data, or statistical
23 compilations; plans; diagrams; graphs; charts; tables; indexes; pictures; recordings; text messages;
24 tapes; change orders; studies; surveys; opinions or reports of consultants; appraisals; reports or
25 summaries of negotiations; sketches; art work; graphics; checks; check stubs; receipts; envelopes;
26 invoices; vouchers; ledgers; catalogs; certificates and certifications; brochures; pamphlets; circulars;
27 trade letters; press releases; advertisements; minutes of meetings, conferences, or conversations;
28 photographs; microfilm; microfiche; films; videotape; personnel files; quotes; stenographic notes;

1 computer disks; telephone records; schedules; voice recordings; transcriptions; medical records; x-
2 rays; MRIs; and all other forms of radiographing representatives. This definition applies to all
3 Documents on a particular subject in YOUR possession, custody, or control, or that of your attorneys
4 or agents, including, but not limited to, any information contained in any computer, computer
5 peripheral equipment, computer library, or website, even if not yet existing in hard-copy/paper
6 format.

7 53. "Electronic Data" and/or "Electronically Stored Information" means all information
8 of any kind maintained by electronic, telephonic, or computer monitoring systems, including all non-
9 identical copies of such information. "Electronic Data" and/or "Electronically Stored Information"
10 includes, but is not limited to, computer programs (whether private, commercial, complete, or
11 works-in-progress); programming notes or instructions; input and/or output used or produced by any
12 software program or utility (including, but not limited to, electronic mail and/or text messages and
13 all information referencing or relating to such messages anywhere on your computer system; word
14 processing documents and all information stored in connection with such documents; electronic
15 spreadsheets; databases, including all records, fields, and structural information; charts, graphs, and
16 outlines; arrays of information; and all other information used or produced by any software);
17 operating systems; source code of all types; programming languages; activity logs; linkers and
18 compilers; peripheral drivers; PIF files; ASCII files; and any and all miscellaneous files and/or file
19 fragments, regardless of the media on which they reside and regardless of whether said electronic
20 data exists in an active file, deleted file, or file fragment. "Electronic Data" and/or "Electronically
21 Stored Information" also includes any and all information stored in computer memories; hard disks;
22 floppy disks; CD-ROMs; DVDs; USB drives; flash media devices of all types and their equivalents;
23 portable hard drives; magnetic tape of all types; microfiche; punched cards; punched tape; computer
24 chips, including, but not limited to, EPROM, PROM, RAM, and ROM; back-up tapes; or on or in
25 any other vehicle for digital data storage and/or transmittal. The term "Electronic Data" and/or
26 "Electronically Stored Information" also includes the file, folder, tab, container, and/or label
27 appended to or associated with any physical storage device associated with the information
28 described above.

54. “E-Mail” and/or “E-Mails” means not only active e-mails in Your incoming (“inbox”) or outgoing (“sent”) mail folders of Your e-mail server or mailbox, but also deleted e-mails, Archive copies of e-mails, and, where applicable, Back-Up copies of e-mails, whether these e-mails are in YOUR immediate possession, custody, and/or control or that of YOUR e-mail service provider or any other agent.

55. “Identify,” “Identity,” and/or “Identities,” when used in connection with a person, means that You must state the person’s name, last known address, telephone number, fax number, e-mail address, employer or business affiliation, and occupation or business position. When used in connection with a business or entity, it means YOU must state the name of the business or entity, its address, telephone number, fax number, e-mail address, the nature of its business or other activities, and its principals, officers, and/or directors.

56. “Relating To,” “Related To,” “Relates To,” “Reflects,” “Refers,” “Relates,” “Referring To,” “In Relation To,” and/or “Referred To” means pertaining, concerning, regarding, depicting, memorializing, containing, constituting, evidencing, demonstrating, mentioning, illustrating, describing, discussing, refuting, or contradicting in any way, directly or indirectly.

57. The term “and” includes the term “or,” and the term “or” includes the term “and.”

58. When the context so requires, references to the masculine gender include the feminine and neuter, and references to the feminine gender include the masculine and neuter.

59. Singular references include the plural, and plural references include the singular.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

From January 1, 2014, to the present, produce all documents reflecting agreements between You and Frederick (excluding any agreements concerning his prior employment by You).

REQUEST FOR PRODUCTION NO. 2:

From January 1, 2014, to the present, produce all documents reflecting agreements between You and Elite.

///

REQUEST FOR PRODUCTION NO. 11:

From January 1, 2010, to the present, produce all documents reflecting agreements between You and Ramsay. You may exclude from your response documents produced in response to Request Nos. 1 and 51-55 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 12:

From January 1, 2010, to the present, produce all documents reflecting agreements between You and any Ramsay Entity. You may exclude from your response documents produced in response to Request Nos. 1 and 51-55 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 13:

From January 1, 2010, to the present, produce all communications between You and Ramsay concerning prospective business dealings or agreements between You and Ramsay. You may exclude from your response documents produced in response to Request Nos. 1, 5, and 60-63 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 14:

From January 1, 2010, to the present, produce all communications between You and Ramsay concerning prospective business dealings or agreements between You and any Ramsay Entity. You may exclude from your response documents produced in response to Request Nos. 1, 5, and 60-63 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 15:

From January 1, 2010, to the present, produce all communications between You and Ramsay or any Ramsay Entity concerning Seibel. You may exclude from your response documents produced in response to Request Nos. 5, 28, and 30 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 16:

From January 1, 2010, to the present, produce all communications between You and Ramsay or any Ramsay Entity concerning Green. You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

///

///

REQUEST FOR PRODUCTION NO. 17:

From January 1, 2010, to the present, produce all communications between You and Ramsay or any Ramsay Entity concerning any of the Development Entities. You may exclude from your response documents produced in response to Request No. 5, 28, and 30 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 18:

From January 1, 2010, to the present, produce all communications between You and Ramsay or any Ramsay Entity concerning any of the Restaurants. You may exclude from your response documents produced in response to Request Nos. 1 and 5 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 19:

From January 1, 2010, to the present, produce all documents reflecting any joint defense agreement(s) between You and Ramsay.

REQUEST FOR PRODUCTION NO. 20:

From January 1, 2010, to the present, produce all documents reflecting any joint defense agreement(s) between You and any Ramsay Entity.

REQUEST FOR PRODUCTION NO. 21:

From January 1, 2010, to the present, produce all communications between You and Ramsay concerning any prospective joint defense agreement(s). You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 22:

From January 1, 2010, to the present, produce all communications between You and any Ramsay Entity concerning any prospective joint defense agreement(s). You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 23:

From January 1, 2010, to the present, produce all documents reflecting indemnification agreements between You and Ramsay.

REQUEST FOR PRODUCTION NO. 60:

Produce all documents regarding investigations that You conducted, prior to the filing of this lawsuit, concerning the “kickbacks” alleged in paragraphs 134 through 144 of Your First Amended Complaint.

REQUEST FOR PRODUCTION NO. 61:

Produce all documents regarding investigations that You conducted, prior to the filing of this lawsuit, concerning relationships between Seibel, Green, the Development Entities, and/or any other person or entity associated or affiliated with Seibel, Green, and/or the Development Entities, and any Vendor, including, without limitation, Innis & Gunn Brewing Company and Pat LaFrieda Meat Purveyors.

REQUEST FOR PRODUCTION NO. 62:

From January 1, 2009, to the present, produce all communications between You and any Vendor, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer’s Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, concerning any prospective or actual Benefits given by, or received from, the Vendor.

REQUEST FOR PRODUCTION NO. 63:

From January 1, 2009, to the present, produce all documents concerning any prospective or actual Benefits given by, or received from, any Vendor, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer’s Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products.

REQUEST FOR PRODUCTION NO. 64:

From January 1, 2009, to the present, produce all internal communications concerning any prospective or actual Benefits given by, or received from, any Vendor, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer’s

1 Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier
2 Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and
3 Miller Brewing Company products.

4 **REQUEST FOR PRODUCTION NO. 65:**

5 From January 1, 2009, to the present, produce all communications between You and
6 Ramsay concerning any prospective or actual Benefits given by, or received from, any Vendor,
7 including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors,
8 Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats &
9 Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and
10 distributors of PepsiCo and Miller Brewing Company products. You may exclude from your
11 response documents produced in response to Request No. 5 contained in the First Set of RFPs.

12 **REQUEST FOR PRODUCTION NO. 66:**

13 From January 1, 2009, to the present, produce all communications between You and any
14 Ramsay Entity concerning any prospective or actual Benefits given by, or received from, any
15 Vendor, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat
16 Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert
17 Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and
18 distributors of PepsiCo and Miller Brewing Company products. You may exclude from your
19 response documents produced in response to Request No. 5 contained in the First Set of RFPs.

20 **REQUEST FOR PRODUCTION NO. 67:**

21 Produce all documents concerning the Compliance Committee's consideration and
22 determination not to approve the Assignment, as stated in the September 12, 2016, letter from Mark
23 A. Clayton to Brian K. Ziegler (*see* 16TPOV00000754). You may exclude from your response
24 documents produced in response to Request No. 17 contained in the First Set of RFPs.

25 **REQUEST FOR PRODUCTION NO. 68:**

26 From January 1, 2009, to September 2, 2016, produce all documents, including, without
27 limitation, invoices, bills of sale, and receipts, reflecting Your purchase of products or services from
28 Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat

Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, for each Restaurant.

REQUEST FOR PRODUCTION NO. 69:

From September 3, 2016, to the present, produce all documents, including, without limitation, invoices, bills of sale, and receipts, reflecting Your purchase of products or services from Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, for each Restaurant.

REQUEST FOR PRODUCTION NO. 70:

From January 1, 2009, to the present, produce all documents reflecting your policies and procedures concerning Business Information Forms. You may exclude from your response documents produced in response to Request No. 37 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 71:

Produce all documents concerning Section 4.3.2 of the GRB Ramsay Agreement.

REQUEST FOR PRODUCTION NO. 72:

Produce all documents concerning Section 4.3.2 of the LLTQ Ramsay Agreement.

REQUEST FOR PRODUCTION NO. 73:

Produce all documents concerning Section 4.3.2 of the DNT Agreement.

REQUEST FOR PRODUCTION NO. 74:

Produce all documents concerning Section 3.3 of the MOTI Agreement.

REQUEST FOR PRODUCTION NO. 75:

Produce all documents concerning Section 4.3(b) of the FERG Agreement.

REQUEST FOR PRODUCTION NO. 76:

Produce all documents concerning potentially ceasing operation of any of the Restaurants based on Your termination of the Development Agreements.

REQUEST FOR PRODUCTION NO. 77:

Produce all internal communications concerning potentially ceasing operation of any of the Restaurants based on Your termination of the Development Agreements.

REQUEST FOR PRODUCTION NO. 78:

Produce all communications between You and Ramsay concerning potentially ceasing operation of any of the Restaurants based on Your termination of the Development Agreements. You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 79:

Produce all communications between You and any Ramsay Entity concerning potentially ceasing operation of any of the Restaurants based on Your termination of the Development Agreements. You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 80:

Produce all communications between You and Ramsay concerning your termination of the Development Agreements. You may exclude from your response documents produced in response to Request Nos. 5, 21, 27, and 30 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 81:

Produce all communications between You and any Ramsay Entity concerning your termination of the Development Agreements. You may exclude from your response documents produced in response to Request Nos. 5, 21, 27, and 30 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 82:

Produce all communications between You and OHS concerning potentially ceasing operation of any of the Restaurants based on Your termination of the Development Agreements. You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

///

///

Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, for the Restaurants.

REQUEST FOR PRODUCTION NO. 97:

Produce all documents concerning the Business Information Forms provided by MOTI and/or DNT. You may exclude from your response documents produced in response to Request Nos. 1-2, 6, 8, 13-14, and 19 contained in the First Set of RFPs.

REQUEST FOR PRODUCTION NO. 98:

Produce all documents that You believe support Your contention that You relied upon the Business Information Forms provided by MOTI and/or DNT in entering into the Development Agreements, as alleged in Paragraph 156 of Your First Amended Complaint.

REQUEST FOR PRODUCTION NO. 99:

Produce all documents concerning Your contention "that the costs of [the LLTQ and FERG Agreements] outweighed any potential benefits that Caesars Palace could realize by continuing to perform under the agreements," as alleged in Paragraph 124 of Your First Amended Complaint.

REQUEST FOR PRODUCTION NO. 100:

Produce all documents concerning Business Information Forms requested and/or received from Ramsay or any Ramsay Entity concerning Stuart Gillies.

REQUEST FOR PRODUCTION NO. 101:

Produce all documents concerning Business Information Forms requested and/or received from Ramsay or any Ramsay Entity concerning Andy Wenlock.

REQUEST FOR PRODUCTION NO. 102:

Produce all documents reflecting the advice that You received from your counsel related to continuing to make payments to the Development Entities following the Seibel Suitability Determination, such advice being referenced by Your counsel in open court in the matter of *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois (Eastern Division). (See Tr., Feb. 15, 2017, at 22:9-16 ("Non-debtor Caesars affiliates like Burger, which is one of the ones we've cited to in the papers, they

haven't paid either, because my client and my parent company and our affiliates are actually concerned because of advice they've gotten related to the regulatory—you know, from the regulatory counsel about paying Mr. Seibel.”).)

REQUEST FOR PRODUCTION NO. 103:

Produce all communications with Your counsel reflecting the advice that You received from your counsel related to continuing to make payments to the Development Entities following the Seibel Suitability Determination, such advice being referenced by Your counsel in open court in the matter of *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois (Eastern Division). (*See* Tr., Feb. 15, 2017, at 22:9-16 (“Non-debtor Caesars affiliates like Burger, which is one of the ones we’ve cited to in the papers, they haven’t paid either, because my client and my parent company and our affiliates are actually concerned because of advice they’ve gotten related to the regulatory—you know, from the regulatory counsel about paying Mr. Seibel.”).)

REQUEST FOR PRODUCTION NO. 104:

Produce all documents supporting Your damages claimed in this lawsuit.

REQUEST FOR PRODUCTION NO. 105:

Produce all documents provided to Eldorado Resorts related to this lawsuit.

REQUEST FOR PRODUCTION NO. 106:

Produce all communications with Eldorado Resorts related to this lawsuit.

REQUEST FOR PRODUCTION NO. 107:

Produce all audited financial statements for Caesars for the last five years.

REQUEST FOR PRODUCTION NO. 108:

To the extent not produced in response to RFP Nos. 9, 42-49, and 58 contained in the First Set of RFPs, produce all monthly profit and loss statements for each Restaurant from the date of opening of the Restaurant to the present.

///

///

///

REQUEST FOR PRODUCTION NO. 109:

To the extent not produced in response to RFP Nos. 9, 42-49, and 58 contained in the First Set of RFPs, produce all monthly income statements and/or cash flow statements for each Restaurant from the date of opening of the Restaurant to the present.

REQUEST FOR PRODUCTION NO. 110:

To the extent not produced in response to RFP Nos. 9, 42-49, and 58 contained in the First Set of RFPs, produce all monthly balance sheets for each Restaurant from the date of opening of the Restaurant to the present.

REQUEST FOR PRODUCTION NO. 111:

To the extent not produced in response to RFP Nos. 9, 42-49, and 58 contained in the First Set of RFPs, produce all monthly general ledgers for each Restaurant from the date of opening of the Restaurant to the present.

REQUEST FOR PRODUCTION NO. 112:

For each Restaurant from the date of its opening to the present, produce all documents reflecting how You accounted for Benefits received from Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, when calculating operating expenses for the Restaurant.

REQUEST FOR PRODUCTION NO. 113:

To the extent any Benefits received from one or more Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, were not accounted for when calculating operating expenses for any of the Restaurants, produce all documents showing how You accounted for Benefits received from Vendors for tax and/or accounting purposes.

REQUEST FOR PRODUCTION NO. 114:

Produce all communications between You and Lion Capital concerning Seibel.

REQUEST FOR PRODUCTION NO. 115:

Produce all communications between You and Lion Capital concerning Green.

REQUEST FOR PRODUCTION NO. 116:

Produce all communications between You and Lion Capital concerning any of the Development Entities.

REQUEST FOR PRODUCTION NO. 117:

Produce all communications between You and Lion Capital concerning any of the Restaurants.

REQUEST FOR PRODUCTION NO. 118:

From January 1, 2005, to September 1, 2016, produce all communications between You and Seibel concerning potential ventures or business dealings other than the Restaurants.

DATED this 30th day of June, 2020.

BAILEY❖KENNEDY

By: /s/ Stephanie J. Glantz

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

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 30th day of June, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI
DEBRA L. SPINELLI
M. MAGALI MERCERA
BRITTNE T. WATKINS
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLK@pisanellibice.com
MMM@pisanellibice.com
BTW@pisanellibice.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation

JEFFREY J. ZEIGER
WILLIAM E. ARNAULT
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Email: jzeiger@kirkland.com
warnault@kirkland.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
300 East 2nd Street, Suite 1510
Reno, NV 89501

Email: jtennert@fclaw.com
Attorneys for Defendant Gordon Ramsay

ALAN LEBENSFELD
LAWRENCE J. SHARON
BRETT SCHWARTZ
LEBENSFELD SHARON & SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

Email: alan.lebensfeld@lsandspc.com
Lawrence.sharon@lsandspc.com
Brett.schwartz@lsandspc.com
Attorneys for Plaintiff in Intervention The Original Homestead Restaurant, Inc.

MARK J. CONNOT
KEVIN M. SUTEHALL
FOX ROTHSCCHILD LLP
1980 Festival Plaza Drive, #700
Las Vegas, NV 89135

Email: mconnot@foxrothschild.com
ksutehall@foxrothschild.com
Attorneys for Plaintiff in Intervention The Original Homestead Restaurant, Inc.

AARON D. LOVASS
NEWMAYER & DILLON LLP
3800 Howard Hughes Pkwy.,
Suite 700
Las Vegas, NV 89169

Email: Aaron.Lovaas@ndlf.com
Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 20

EXHIBIT 20

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**PHWLTV, LLC'S RESPONSES TO
ROWEN SEIBEL'S FIRST SET OF
INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: ROWEN SEIBEL, Defendant, and

2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and PHWLTV, LLC
12 ("PHWLTV") is unable to reasonably ascertain what information or documents Rowen Seibel
13 ("Seibel") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by PHWLTV at this time. There may be other information related to the interrogatories
19 that despite its reasonable investigation and inquiry PHWLTV has not yet obtained. PHWLTV,
20 therefore, reserves the right to modify or enlarge any answer with such pertinent additional
21 information as it may subsequently discover.

22 F. No incidental or implied admissions will be made by PHWLTV's answers to Seibel's
23 Interrogatories. The fact that PHWLTV may answer or object to any interrogatory, or part thereof,
24 shall not be deemed an admission that PHWLTV accepts or admits the existence of any fact set
25 forth or assumed by such interrogatory or that such answer constitutes admissible evidence. The
26 fact that PHWLTV answers part of any interrogatory is not to be deemed a waiver by it of its
27 objections, including privilege, to other party of the interrogatory in question.

28

1 G. PHWLV objects to any interrogatory to the extent that it would impose upon it
2 greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary,
3 PHWLV will supplement its answers to interrogatories as required by the Nevada Rules of Civil
4 Procedure.

5 H. Each answer will be subject to all objections as to competence, relevance,
6 materiality, propriety, and admissibility, and to any and all other objections on any ground that
7 would require the exclusion from evidence of any statement herein if any such statements were
8 made by a witness present and testifying at trial, all of which objections and grounds are expressly
9 reserved and may be interposed at trial.

10 I. PHWLV objects to the interrogatories to the extent they seek information and/or
11 production of materials protected by the attorney client privileged, the work product doctrine, or
12 any other legally recognized privilege, immunity, or exemption from discovery. PHWLV hereby
13 claims such privileges and protections and objects to the production of any information or
14 materials subject thereto. This general objection is intended to prevent any waiver of these
15 privileges or protections as to any specific interrogatory. If any privileged or protected
16 information or materials is inadvertently produced, PHWLV does not waive or intend to waive
17 any privilege or protection pertaining to such information or materials.

18 J. PHWLV objects to the interrogatories to the extent they seek information that is
19 neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
20 discovery of admissible evidence.

21 K. PHWLV objects to each and every interrogatory that relates to periods of time,
22 geographical areas, or activities outside the scope of all allegations in the underlying action in that
23 such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead
24 to the discovery of admissible evidence, and would impose an unnecessary burden on PHWLV to
25 search, review, organize, and produce information and documents not relevant to any issue in this
26 case, and it would be oppressive to require this party to do so.

27
28

1 L. PHWLV objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that PHWLV has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. PHWLV reserves the right to, at any time, assert additional objections, review,
7 correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from December 13, 2012 to the date of opening of the "rebranded" restaurant,
17 including for each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date
18 that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate,
19 discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary
20 beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether
21 the Benefit was conferred upon You, any other entity associated or affiliated with Caesars, or an
22 officer, director, agent, employee, or other representative of Caesars; and (f) whether the value of
23 the Benefit was accounted for under the GRB Agreement, such as with regard to calculating Net
24 Profit for the Restaurant.

25 **ANSWER TO INTERROGATORY NO. 1:**

26 PHWLV objects to this Interrogatory because it contains numerous, discrete sub-parts, and
27 is properly considered six separate interrogatories under NRCP 33(a). PHWLV also objects to
28 this Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject

1 matter of this action and unrelated to any claim or defense asserted in this action in violation of
2 NRCP 26(b). PHWLV objects to this Interrogatory because it is overly broad in time and scope,
3 is unduly burdensome in the detail it seeks and over a general group of unidentifiable people (*e.g.*,
4 all employees agents, affiliates, representatives), and for the aforementioned reasons, is not
5 proportional to the needs of this case. Further, PHWLV objects to this Interrogatory because the
6 definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable
7 information. PHWLV objects to this Interrogatory to the extent it seeks information that is
8 commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise
9 available to the public. PHWLV also objects to this Interrogatory because it assumes and/or
10 mischaracterizes facts. And, finally, PHWLV objects to this Interrogatory as it is an invasive
11 fishing expedition designed to annoy and harass.

12 Subject to and without waiving said objections, PHWLV will not respond to this
13 Interrogatory to identify any "Benefits," as defined, unless and until Seibel demonstrates how the
14 Interrogatory is proportional to the needs of this case in relation to any allegation or defense.

15 **INTERROGATORY NO. 2:**

16 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
17 from Vendors from the date of opening of the "rebranded" restaurant to the present, including for
18 each Benefit: (a) the identity of the Vendor that provided the Benefit; (b) the date that the Benefit
19 was received; (c) the nature of the Benefit received (*e.g.*, cash back, credit, rebate, discount, gift
20 card, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.);
21 (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You, any
22 other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or other
23 representative of Caesars.

24 **ANSWER TO INTERROGATORY NO. 2:**

25 PHWLV objects to this Interrogatory because it contains numerous, discrete sub-parts, and
26 is properly considered six separate interrogatories under NRCP 33(a). PHWLV also objects to
27 this Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject
28 matter of this action and unrelated to any claim or defense asserted in this action in violation of

1 the updated financials produced in this action, and identified as CAESARS084174. Discovery is
2 continuing, and PHWLTV reserves the right to amend and/or supplement this response.

3 DATED this 21st day of August 2020.

4 PISANELLI BICE PLLC

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

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

14 *Attorneys for Desert Palace, Inc.;*
15 *Paris Las Vegas Operating Company, LLC;*
16 *PHWLTV, LLC; and Boardwalk Regency*
17 *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 21st day of August 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 **PHWLTV, LLC'S RESPONSES TO ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 21

EXHIBIT 21

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'S RESPONSES
TO MOTI PARTNERS, LLC'S FIRST SET
OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: MOTI PARTNERS, LLC, Defendant, and

2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Desert Palace,
12 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents Moti
13 Partners, LLC ("Moti") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Desert Palace at this time. There may be other information related to the
19 interrogatories that despite its reasonable investigation and inquiry Desert Palace has not yet
20 obtained. Desert Palace, therefore, reserves the right to modify or enlarge any answer with such
21 pertinent additional information as it may subsequently discover.

22 F. No incidental or implied admissions will be made by Desert Palace's answers to
23 Moti's Interrogatories. The fact that Desert Palace may answer or object to any interrogatory, or
24 part thereof, shall not be deemed an admission that Desert Palace accepts or admits the existence
25 of any fact set forth or assumed by such interrogatory or that such answer constitutes admissible
26 evidence. The fact that Desert Palace answers part of any interrogatory is not to be deemed a
27 waiver by it of its objections, including privilege, to other party of the interrogatory in question.

28

1 G. Desert Palace objects to any interrogatory to the extent that it would impose upon
2 it greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary,
3 Desert Palace will supplement its answers to interrogatories as required by the Nevada Rules of
4 Civil Procedure.

5 H. Each answer will be subject to all objections as to competence, relevance,
6 materiality, propriety, and admissibility, and to any and all other objections on any ground that
7 would require the exclusion from evidence of any statement herein if any such statements were
8 made by a witness present and testifying at trial, all of which objections and grounds are expressly
9 reserved and may be interposed at trial.

10 I. Desert Palace objects to the interrogatories to the extent they seek information
11 and/or production of materials protected by the attorney client privileged, the work product
12 doctrine, or any other legally recognized privilege, immunity, or exemption from discovery.
13 Desert Palace hereby claims such privileges and protections and objects to the production of any
14 information or materials subject thereto. This general objection is intended to prevent any waiver
15 of these privileges or protections as to any specific interrogatory. If any privileged or protected
16 information or materials is inadvertently produced, Desert Palace does not waive or intend to
17 waive any privilege or protection pertaining to such information or materials.

18 J. Desert Palace objects to the interrogatories to the extent they seek information that
19 is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
20 discovery of admissible evidence.

21 K. Desert Palace objects to each and every interrogatory that relates to periods of
22 time, geographical areas, or activities outside the scope of all allegations in the underlying action
23 in that such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated
24 to lead to the discovery of admissible evidence, and would impose an unnecessary burden on
25 Desert Palace to search, review, organize, and produce information and documents not relevant to
26 any issue in this case, and it would be oppressive to require this party to do so.

27
28

1 L. Desert Palace objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that Desert Palace has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. Desert Palace reserves the right to, at any time, assert additional objections,
7 review, correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from March 1, 2009 to September 2, 2016, including for each Benefit: (a) the
17 identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the
18 nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher,
19 inventory, event ticket, complimentary food, complimentary beverages, travel accommodations,
20 etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You,
21 any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or
22 other representative of Caesars; and (f) whether the value of the Benefit was accounted for under
23 the MOTI Agreement, such as with regard to calculating Net Profit for the Restaurant.

24 **ANSWER TO INTERROGATORY NO. 1:**

25 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
26 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
27 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
28 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this

1 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly
2 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
3 unidentifiable people (e.g., all employees agents, affiliates, representatives), and for the
4 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
5 objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative,
6 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
7 the extent it seeks information that is commercially sensitive, confidential, financial, private
8 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
9 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
10 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

11 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
12 any "Benefits," as defined, unless and until MOTI demonstrates how the Interrogatory is
13 proportional to the needs of this case in relation to any allegation or defense and/or a court order
14 compels responses after a finding of discoverability.

15 **INTERROGATORY NO. 2:**

16 Describe Your alleged damages, if any, suffered due to the development and operation of
17 Serendipity 3.

18 **ANSWER TO INTERROGATORY NO. 2:**

19 Desert Palace objects to this Interrogatory to the extent that, by asking for information
20 "describing" Desert Palace's damages, it seeks counsel's impressions, conclusions, opinions, or
21 legal theories (i.e., work product), which are protected from disclosure. Desert Palace
22 further objects to this Interrogatory as overly broad to the extent it seeks information protected by
23 the attorney-client privilege. Desert Palace further objects to this Interrogatory seeking all
24 information regarding damages because Desert Palace has recently amended its Complaint and
25 engaged in discovery on the illegal kickback scheme perpetrated by Green and Seibel. All
26 documents and information relevant to this scheme have not yet been produced and are not yet
27 available to Desert Palace. Accordingly, Desert Palace will supplement its answer at an
28 appropriate time after necessary discovery is conducted and received.

financials produced in this action, and identified as CAESARS084174. Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this response.

DATED this 21st day of August 2020.

PISANELLI BICE PLLC

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

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, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of August 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 **DESERT PALACE, INC.'S RESPONSES TO MOTI PARTNERS, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 22

EXHIBIT 22

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'S RESPONSES
TO MOTI PARTNERS 16, LLC'S FIRST
SET OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: MOTI PARTNERS 16, LLC, Defendant, and
2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Desert Palace,
12 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents Moti
13 Partners 16, LLC ("Moti 16") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Desert Palace at this time. There may be other information related to the
19 interrogatories that despite its reasonable investigation and inquiry Desert Palace has not yet
20 obtained. Desert Palace, therefore, reserves the right to modify or enlarge any answer with such
21 pertinent additional information as it may subsequently discover.

22 F. No incidental or implied admissions will be made by Desert Palace's answers to
23 Moti 16's Interrogatories. The fact that Desert Palace may answer or object to any interrogatory,
24 or part thereof, shall not be deemed an admission that Desert Palace accepts or admits the
25 existence of any fact set forth or assumed by such interrogatory or that such answer constitutes
26 admissible evidence. The fact that Desert Palace answers part of any interrogatory is not to be
27 deemed a waiver by it of its objections, including privilege, to other party of the interrogatory in
28 question.

1 G. Desert Palace objects to any interrogatory to the extent that it would impose upon
2 it greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary,
3 Desert Palace will supplement its answers to interrogatories as required by the Nevada Rules of
4 Civil Procedure.

5 H. Each answer will be subject to all objections as to competence, relevance,
6 materiality, propriety, and admissibility, and to any and all other objections on any ground that
7 would require the exclusion from evidence of any statement herein if any such statements were
8 made by a witness present and testifying at trial, all of which objections and grounds are expressly
9 reserved and may be interposed at trial.

10 I. Desert Palace objects to the interrogatories to the extent they seek information
11 and/or production of materials protected by the attorney client privileged, the work product
12 doctrine, or any other legally recognized privilege, immunity, or exemption from discovery.
13 Desert Palace hereby claims such privileges and protections and objects to the production of any
14 information or materials subject thereto. This general objection is intended to prevent any waiver
15 of these privileges or protections as to any specific interrogatory. If any privileged or protected
16 information or materials is inadvertently produced, Desert Palace does not waive or intend to
17 waive any privilege or protection pertaining to such information or materials.

18 J. Desert Palace objects to the interrogatories to the extent they seek information that
19 is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
20 discovery of admissible evidence.

21 K. Desert Palace objects to each and every interrogatory that relates to periods of
22 time, geographical areas, or activities outside the scope of all allegations in the underlying action
23 in that such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated
24 to lead to the discovery of admissible evidence, and would impose an unnecessary burden on
25 Desert Palace to search, review, organize, and produce information and documents not relevant to
26 any issue in this case, and it would be oppressive to require this party to do so.

27
28

1 L. Desert Palace objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that Desert Palace has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. Desert Palace reserves the right to, at any time, assert additional objections,
7 review, correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity
17 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature
18 of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket,
19 complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of
20 the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity
21 associated or affiliated with Caesars, or an officer, director, agent, employee, or other
22 representative of Caesars.

23 **ANSWER TO INTERROGATORY NO. 1:**

24 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
25 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
26 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
27 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this
28 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly

1 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
2 unidentifiable people (*e.g.*, all employees agents, affiliates, representatives), and for the
3 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
4 objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative,
5 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
6 the extent it seeks information that is commercially sensitive, confidential, financial, private
7 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
8 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
9 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

10 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
11 any "Benefits," as defined, unless and until Seibel demonstrates how the Interrogatory is
12 proportional to the needs of this case in relation to any allegation or defense and/or a court order
13 compels responses after a finding of discoverability.

14 **INTERROGATORY NO. 2:**

15 Describe Your efforts, if any, to rebrand Serendipity 3 after your purported termination of
16 the MOTI Agreement.

17 **ANSWER TO INTERROGATORY NO. 2:**

18 Desert Palace objects to this Interrogatory on the grounds that the terms "efforts"
19 "rebrand" and "purported termination," as used in this context, are vague and ambiguous and
20 require speculation as to their intended meaning. Desert Palace further objects to the extent this
21 Interrogatory seeks any information protected by any absolute or qualified privilege or exemption,
22 including but not limited to, the attorney-client privilege, accountant-client privilege, a common
23 interest privilege, a gaming privilege, the work product protection, the consulting expert
24 exemption, and/or any other privilege or protection afforded under the law. Moreover, Desert
25 Palace objects to this Interrogatory to the extent it seeks information that is commercially
26 sensitive, confidential, financial, private, and/or proprietary information and/or not otherwise
27 available to the public and is not discoverable. Desert Palace further objects to this Interrogatory
28 to the extent it assumes fact.

CAESARS084174. Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this response.

DATED this 21st day of August 2020.

PISANELLI BICE PLLC

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

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, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of August 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 **DESERT PALACE, INC.'S RESPONSES TO MOTI PARTNERS 16, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 23

EXHIBIT 23

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'S RESPONSES
TO LLTQ ENTERPRISES, LLC'S FIRST
SET OF INTERROGATORIES**

1 TO: LLTQ ENTERPRISES, LLC, Defendant, and
2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Desert Palace,
12 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents LLTQ
13 Enterprises, LLC ("LLTQ") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Desert Palace at this time. There may be other information related to the
19 interrogatories that despite its reasonable investigation and inquiry Desert Palace has not yet
20 obtained. Desert Palace, therefore, reserves the right to modify or enlarge any answer with such
21 pertinent additional information as it may subsequently discover.

22 F. No incidental or implied admissions will be made by Desert Palace's answers to
23 LLTQ's Interrogatories. The fact that Desert Palace may answer or object to any interrogatory, or
24 part thereof, shall not be deemed an admission that Desert Palace accepts or admits the existence
25 of any fact set forth or assumed by such interrogatory or that such answer constitutes admissible
26 evidence. The fact that Desert Palace answers part of any interrogatory is not to be deemed a
27 waiver by it of its objections, including privilege, to other party of the interrogatory in question.

28

1 G. Desert Palace objects to any interrogatory to the extent that it would impose upon
2 it greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary,
3 Desert Palace will supplement its answers to interrogatories as required by the Nevada Rules of
4 Civil Procedure.

5 H. Each answer will be subject to all objections as to competence, relevance,
6 materiality, propriety, and admissibility, and to any and all other objections on any ground that
7 would require the exclusion from evidence of any statement herein if any such statements were
8 made by a witness present and testifying at trial, all of which objections and grounds are expressly
9 reserved and may be interposed at trial.

10 I. Desert Palace objects to the interrogatories to the extent they seek information
11 and/or production of materials protected by the attorney client privileged, the work product
12 doctrine, or any other legally recognized privilege, immunity, or exemption from discovery.
13 Desert Palace hereby claims such privileges and protections and objects to the production of any
14 information or materials subject thereto. This general objection is intended to prevent any waiver
15 of these privileges or protections as to any specific interrogatory. If any privileged or protected
16 information or materials is inadvertently produced, Desert Palace does not waive or intend to
17 waive any privilege or protection pertaining to such information or materials.

18 J. Desert Palace objects to the interrogatories to the extent they seek information that
19 is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
20 discovery of admissible evidence.

21 K. Desert Palace objects to each and every interrogatory that relates to periods of
22 time, geographical areas, or activities outside the scope of all allegations in the underlying action
23 in that such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated
24 to lead to the discovery of admissible evidence, and would impose an unnecessary burden on
25 Desert Palace to search, review, organize, and produce information and documents not relevant to
26 any issue in this case, and it would be oppressive to require this party to do so.

27
28

1 L. Desert Palace objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that Desert Palace has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. Desert Palace reserves the right to, at any time, assert additional objections,
7 review, correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from April 4, 2012 to September 2, 2016, including for each Benefit: (a) the
17 identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the
18 nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher,
19 inventory, event ticket, complimentary food, complimentary beverages, travel accommodations,
20 etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You,
21 any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or
22 other representative of Caesars; and (f) whether the value of the Benefit was accounted for under
23 the LLTQ Agreement, such as with regard to calculating Net Profit for the Restaurant.

24 **ANSWER TO INTERROGATORY NO. 1:**

25 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
26 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
27 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
28 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this

1 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly
2 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
3 unidentifiable people (e.g., all employees agents, affiliates, representatives), and for the
4 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
5 objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative,
6 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
7 the extent it seeks information that is commercially sensitive, confidential, financial, private
8 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
9 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
10 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

11 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
12 any "Benefits," as defined, unless and until LLTQ 16 demonstrates how the Interrogatory is
13 proportional to the needs of this case in relation to any allegation or defense and/or a court order
14 compels responses after a finding of discoverability.

15 **INTERROGATORY NO. 2:**

16 Identify the individuals involved in Your decision to reject the LLTQ Agreement in the
17 Bankruptcy Proceeding as alleged in Paragraph 124 of Your First Amended Complaint, including,
18 for each individual: (a) name; (b) position; (c) address; (d) telephone number; and (e) whether he
19 or she still works for Caesars.

20 **ANSWER TO INTERROGATORY NO. 2:**

21 Desert Palace objects as the term "involved," as used in this context, is vague and
22 ambiguous and requires speculation as to its intended meaning. Additionally, the request for an
23 individual's position is vague as to time, requiring speculation as to whether LLTQ seeks
24 information about the position at the time of the termination or now.

25 Subject to and without waiving said objections, Desert Palace responds to this
26 Interrogatory, as it understands it, as follows: Please see the following list Caesars' employees
27 and/or executives, each of whom can be reached through Pisanelli Bice:
28

1 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
2 and Desert Palace reserves the right to amend and/or supplement this response.

3 **INTERROGATORY NO. 15:**

4 From the opening of Gordon Ramsay Fish & Chips at the LINQ to the present, identify,
5 for each quarter, all expenses actually incurred by the Restaurant.

6 **ANSWER TO INTERROGATORY NO. 15:**

7 Desert Palace objects to this Interrogatory because it is overly broad in time and scope
8 and, as such, seeks information not relevant to any claim or defense. Desert Palace further objects
9 to the extent this Interrogatory assumes facts. Desert Palace also objects to the Interrogatory
10 because the term "expenses" is vague and ambiguous, requiring speculation as to the intended
11 meaning. Subject to and without waiving said objections, Desert Palace responds to this
12 Interrogatory, as it understands it, as follows: Pursuant to NRCP 33(d), please see the updated
13 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
14 and Desert Palace reserves the right to amend and/or supplement this response.

15 DATED this 21st day of August 2020.

16 PISANELLI BICE PLLC

17
18 By: /s/ Debra L. Spinelli
19 James J. Pisanelli, Esq., #4027
20 Debra L. Spinelli, Esq., #9695
21 M. Magali Mercera, Esq., #11742
22 Brittnie T. Watkins, Esq., #13612
23 400 South 7th Street, Suite 300
24 Las Vegas, Nevada 89101

25 Jeffrey J. Zeiger, P.C., Esq.
(admitted *pro hac vice*)
26 William E. Arnault, IV, Esq.
(admitted *pro hac vice*)
27 KIRKLAND & ELLIS LLP
28 300 North LaSalle
Chicago, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of August 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 **DESERT PALACE, INC.'S RESPONSES TO LLTQ ENTERPRISES, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 24

EXHIBIT 24

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000
Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'S RESPONSES
TO LLTQ ENTERPRISES 16, LLC'S
FIRST SET OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: LLTQ ENTERPRISES 16, LLC, Defendant, and
2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Desert Palace,
12 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents LLTQ
13 Enterprises 16, LLC ("LLTQ 16") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Desert Palace at this time. There may be other information related to the
19 interrogatories that despite its reasonable investigation and inquiry Desert Palace has not yet
20 obtained. Desert Palace, therefore, reserves the right to modify or enlarge any answer with such
21 pertinent additional information as it may subsequently discover.

22 F. No incidental or implied admissions will be made by Desert Palace's answers to
23 LLTQ 16's Interrogatories. The fact that Desert Palace may answer or object to any interrogatory,
24 or part thereof, shall not be deemed an admission that Desert Palace accepts or admits the
25 existence of any fact set forth or assumed by such interrogatory or that such answer constitutes
26 admissible evidence. The fact that Desert Palace answers part of any interrogatory is not to be
27 deemed a waiver by it of its objections, including privilege, to other party of the interrogatory in
28 question.

1 G. Desert Palace objects to any interrogatory to the extent that it would impose upon
2 it greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary,
3 Desert Palace will supplement its answers to interrogatories as required by the Nevada Rules of
4 Civil Procedure.

5 H. Each answer will be subject to all objections as to competence, relevance,
6 materiality, propriety, and admissibility, and to any and all other objections on any ground that
7 would require the exclusion from evidence of any statement herein if any such statements were
8 made by a witness present and testifying at trial, all of which objections and grounds are expressly
9 reserved and may be interposed at trial.

10 I. Desert Palace objects to the interrogatories to the extent they seek information
11 and/or production of materials protected by the attorney client privileged, the work product
12 doctrine, or any other legally recognized privilege, immunity, or exemption from discovery.
13 Desert Palace hereby claims such privileges and protections and objects to the production of any
14 information or materials subject thereto. This general objection is intended to prevent any waiver
15 of these privileges or protections as to any specific interrogatory. If any privileged or protected
16 information or materials is inadvertently produced, Desert Palace does not waive or intend to
17 waive any privilege or protection pertaining to such information or materials.

18 J. Desert Palace objects to the interrogatories to the extent they seek information that
19 is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
20 discovery of admissible evidence.

21 K. Desert Palace objects to each and every interrogatory that relates to periods of
22 time, geographical areas, or activities outside the scope of all allegations in the underlying action
23 in that such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated
24 to lead to the discovery of admissible evidence, and would impose an unnecessary burden on
25 Desert Palace to search, review, organize, and produce information and documents not relevant to
26 any issue in this case, and it would be oppressive to require this party to do so.

27
28

1 L. Desert Palace objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that Desert Palace has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. Desert Palace reserves the right to, at any time, assert additional objections,
7 review, correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity
17 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature
18 of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket,
19 complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of
20 the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity
21 associated or affiliated with Caesars, or an officer, director, agent, employee, or other
22 representative of Caesars.

23 **ANSWER TO INTERROGATORY NO. 1:**

24 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
25 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
26 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
27 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this
28 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly

1 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
2 unidentifiable people (*e.g.*, all employees agents, affiliates, representatives), and for the
3 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
4 objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative,
5 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
6 the extent it seeks information that is commercially sensitive, confidential, financial, private
7 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
8 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
9 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

10 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
11 any "Benefits," as defined, unless and until LLTQ 16 demonstrates how the Interrogatory is
12 proportional to the needs of this case in relation to any allegation or defense and/or a court order
13 compels responses after a finding of discoverability.

14 **INTERROGATORY NO. 2:**

15 Describe Your efforts, if any, to rebrand Gordon Ramsay Pub & Grill at Caesars Palace
16 after your purported termination of the LLTQ Agreement.

17 **ANSWER TO INTERROGATORY NO. 2:**

18 Desert Palace objects to this Interrogatory on the grounds that the terms "efforts"
19 "rebrand" and "purported termination," as used in this context, are vague and ambiguous and
20 require speculation as to their intended meaning. Desert Palace further objects to the extent this
21 Interrogatory seeks any information protected by any absolute or qualified privilege or exemption,
22 including but not limited to, the attorney-client privilege, accountant-client privilege, a common
23 interest privilege, a gaming privilege, the work product protection, the consulting expert
24 exemption, and/or any other privilege or protection afforded under the law. Moreover, Desert
25 Palace objects to this Interrogatory to the extent it seeks information that is commercially
26 sensitive, confidential, financial, private, and/or proprietary information and/or not otherwise
27 available to the public and is not discoverable. Desert Palace further objects to this Interrogatory
28 to the extent it assumes fact.

INTERROGATORY NO. 8:

From the opening of the Restaurant to the present (including after Your termination of the LLTQ Agreement), identify, for each quarter, the amounts set forth in Section 7.1 of the LLTQ Agreement, including: (a) 7.1 – Net Profits; (b) 7.1.1 – Capital Reserve; (c) 7.1.2 – Initial Capital Payback; (d) 7.1.3 – Retention by Caesars; (e) 7.1.4 – Retention by/Payment to the Parties; (f) 7.1.5 – Retention by Caesars; and (g) 7.1.6 – Retention by Payment to the Parties.

ANSWER TO INTERROGATORY NO. 8:

Desert Palace objects to this Interrogatory because it is overly broad in time and scope and, as such, seeks information not relevant to any claim or defense. Desert Palace further objects to the extent this Interrogatory assumes facts. Subject to and without waiving said objections, Desert Palace responds to this Interrogatory, as it understands it, as follows: Pursuant to NRCPC 33(d), please see the updated financials produced in this action, and identified as CAESARS084174. Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this response.

DATED this 21st day of August 2020.

PISANELLI BICE PLLC

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

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, Illinois 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 21st day of August 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 **DESERT PALACE, INC.'S RESPONSES TO LLTQ ENTERPRISES 16, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 25

EXHIBIT 25

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000
Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**PARIS LAS VEGAS OPERATING
COMPANY, LLC.'S RESPONSES TO
TPOV ENTERPRISES, LLC'S FIRST SET
OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: TPOV ENTERPRISES, LLC, Defendant, and
2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Paris Las Vegas
12 Operating Company, LLC ("Paris") is unable to reasonably ascertain what information or
13 documents TPOV Enterprises, LLC ("TPOV") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Paris at this time. There may be other information related to the interrogatories that
19 despite its reasonable investigation and inquiry Paris has not yet obtained. Paris, therefore,
20 reserves the right to modify or enlarge any answer with such pertinent additional information as it
21 may subsequently discover.

22 F. No incidental or implied admissions will be made by Paris's answers to TPOV's
23 Interrogatories. The fact that Paris may answer or object to any interrogatory, or part thereof,
24 shall not be deemed an admission that Paris accepts or admits the existence of any fact set forth or
25 assumed by such interrogatory or that such answer constitutes admissible evidence. The fact that
26 Paris answers part of any interrogatory is not to be deemed a waiver by it of its objections,
27 including privilege, to other party of the interrogatory in question.

28

1 G. Paris objects to any interrogatory to the extent that it would impose upon it greater
2 duties than those set forth under the Nevada Rules of Civil Procedure. When necessary, Paris will
3 supplement its answers to interrogatories as required by the Nevada Rules of Civil Procedure.

4 H. Each answer will be subject to all objections as to competence, relevance,
5 materiality, propriety, and admissibility, and to any and all other objections on any ground that
6 would require the exclusion from evidence of any statement herein if any such statements were
7 made by a witness present and testifying at trial, all of which objections and grounds are expressly
8 reserved and may be interposed at trial.

9 I. Paris objects to the interrogatories to the extent they seek information and/or
10 production of materials protected by the attorney client privileged, the work product doctrine, or
11 any other legally recognized privilege, immunity, or exemption from discovery. Paris hereby
12 claims such privileges and protections and objects to the production of any information or
13 materials subject thereto. This general objection is intended to prevent any waiver of these
14 privileges or protections as to any specific interrogatory. If any privileged or protected
15 information or materials is inadvertently produced, Paris does not waive or intend to waive any
16 privilege or protection pertaining to such information or materials.

17 J. Paris objects to the interrogatories to the extent they seek information that is
18 neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
19 discovery of admissible evidence.

20 K. Paris objects to each and every interrogatory that relates to periods of time,
21 geographical areas, or activities outside the scope of all allegations in the underlying action in that
22 such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead
23 to the discovery of admissible evidence, and would impose an unnecessary burden on Paris to
24 search, review, organize, and produce information and documents not relevant to any issue in this
25 case, and it would be oppressive to require this party to do so.

26 L. Paris objects to each discovery request to the extent that it prematurely requests
27 information that may be the subject of expert testimony, or requests information from experts who
28 may not be called to testify at trial.

1 M. The fact that Paris has responded to a particular interrogatory shall not be
2 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

3 N. Paris reserves the right to, at any time, assert additional objections, review, correct,
4 add to, or clarify any of the responses propounded herein and to supplement these objections and
5 responses as necessary.

6 **SPECIFIC RESPONSES AND OBJECTIONS**

7 The foregoing General Objections are incorporated and made a part of each of the
8 following specific responses and objections. Failure to mention any of the General Objections
9 specifically is not intended to waive any such objection.

10 **ANSWERS TO INTERROGATORIES**

11 **INTERROGATORY NO. 1:**

12 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
13 from Vendors from November 1, 2011 to September 2, 2016, including for each Benefit: (a) the
14 identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the
15 nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher,
16 inventory, event ticket, complimentary food, complimentary beverages, travel accommodations,
17 etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You,
18 any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or
19 other representative of Caesars; and (f) whether the value of the Benefit was accounted for under
20 the TPOV Agreement, such as with regard to calculating Net Profit for the Restaurant.

21 **ANSWER TO INTERROGATORY NO. 1:**

22 Paris objects to this Interrogatory because it contains numerous, discrete sub-parts, and is
23 properly considered six separate interrogatories under NRCP 33(a). Paris also objects to this
24 Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject
25 matter of this action and unrelated to any claim or defense asserted in this action in violation of
26 NRCP 26(b). Paris objects to this Interrogatory because it is overly broad in time and scope, is
27 unduly burdensome in the detail it seeks and over a general group of unidentifiable people (e.g.,
28 all employees agents, affiliates, representatives), and for the aforementioned reasons, is not

proportional to the needs of this case. Further, Paris objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable information. Paris objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise available to the public. Paris also objects to this Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Paris objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, Paris will not respond to this Interrogatory to identify any "Benefits," as defined, unless and until TPOV demonstrates how the Interrogatory is proportional to the needs of this case in relation to any allegation or defense and/or a court order compels responses after a finding of discoverability.

INTERROGATORY NO. 2:

Describe the Compliance Committee's evaluation of "the proposed assignee and its Associates," as stated in the September 12, 2016, letter from Mark A. Clayton to Brian K. Ziegler (see 16TPOV00000754), including: (a) the names and positions of the individuals involved in the evaluation; (b) the date(s) of the evaluation; and (c) the results of the evaluation.

ANSWER TO INTERROGATORY NO. 2:

Paris objects to this Interrogatory because it seeks information protected by an absolute or qualified privilege or exemption, including but not limited to, the attorney-client privilege, accountant-client privilege, a common interest privilege, the attorney work-product privilege, and the consulting expert exemption. Paris further objects to this Interrogatory on the basis of the business judgement rule and its presumptions; specifically, that seeking and receiving the advice of counsel does not waive privileges associated with the exercise of business judgment. Paris also objects as the term "evaluation," as used in this context, is vague and ambiguous and require speculation as to its intended meaning. Moreover, Paris objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private, and/or proprietary information and/or not otherwise available to the public and is not discoverable. Also, Paris further objects to this Interrogatory because it mischaracterizes and/or assumes facts.

1 identified as CAESARS084174. Discovery is continuing, and Paris reserves the right to amend
2 and/or supplement this response.

3 DATED this 21st day of August 2020.

4 PISANELLI BICE PLLC

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

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

14 *Attorneys for Desert Palace, Inc.;*
15 *Paris Las Vegas Operating Company, LLC;*
16 *PHWLV, LLC; and Boardwalk Regency*
17 *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 21st day of August 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 **PARIS LAS VEGAS OPERATING COMPANY, LLC.'S RESPONSES TO TPOV ENTERPRISES, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 26

EXHIBIT 26

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**PARIS LAS VEGAS OPERATING
COMPANY, LLC'S RESPONSES TO
TPOV ENTERPRISES 16, LLC'S FIRST
SET OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: TPOV ENTERPRISES 16, LLC, Defendant, and
2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Paris Las Vegas
12 Operating Company, LLC ("Paris") is unable to reasonably ascertain what information or
13 documents TPOV Enterprises 16, LLC ("TPOV 16") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by Paris at this time. There may be other information related to the interrogatories that
19 despite its reasonable investigation and inquiry Paris has not yet obtained. Paris, therefore,
20 reserves the right to modify or enlarge any answer with such pertinent additional information as it
21 may subsequently discover.

22 F. No incidental or implied admissions will be made by Paris's answers to TPOV 16's
23 Interrogatories. The fact that Paris may answer or object to any interrogatory, or part thereof,
24 shall not be deemed an admission that Paris accepts or admits the existence of any fact set forth or
25 assumed by such interrogatory or that such answer constitutes admissible evidence. The fact that
26 Paris answers part of any interrogatory is not to be deemed a waiver by it of its objections,
27 including privilege, to other party of the interrogatory in question.

28

1 G. Paris objects to any interrogatory to the extent that it would impose upon it greater
2 duties than those set forth under the Nevada Rules of Civil Procedure. When necessary, Paris will
3 supplement its answers to interrogatories as required by the Nevada Rules of Civil Procedure.

4 H. Each answer will be subject to all objections as to competence, relevance,
5 materiality, propriety, and admissibility, and to any and all other objections on any ground that
6 would require the exclusion from evidence of any statement herein if any such statements were
7 made by a witness present and testifying at trial, all of which objections and grounds are expressly
8 reserved and may be interposed at trial.

9 I. Paris objects to the interrogatories to the extent they seek information and/or
10 production of materials protected by the attorney client privileged, the work product doctrine, or
11 any other legally recognized privilege, immunity, or exemption from discovery. Paris hereby
12 claims such privileges and protections and objects to the production of any information or
13 materials subject thereto. This general objection is intended to prevent any waiver of these
14 privileges or protections as to any specific interrogatory. If any privileged or protected
15 information or materials is inadvertently produced, Paris does not waive or intend to waive any
16 privilege or protection pertaining to such information or materials.

17 J. Paris objects to the interrogatories to the extent they seek information that is
18 neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
19 discovery of admissible evidence.

20 K. Paris objects to each and every interrogatory that relates to periods of time,
21 geographical areas, or activities outside the scope of all allegations in the underlying action in that
22 such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead
23 to the discovery of admissible evidence, and would impose an unnecessary burden on Paris to
24 search, review, organize, and produce information and documents not relevant to any issue in this
25 case, and it would be oppressive to require this party to do so.

26 L. Paris objects to each discovery request to the extent that it prematurely requests
27 information that may be the subject of expert testimony, or requests information from experts who
28 may not be called to testify at trial.

1 M. The fact that Paris has responded to a particular interrogatory shall not be
2 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

3 N. Paris reserves the right to, at any time, assert additional objections, review, correct,
4 add to, or clarify any of the responses propounded herein and to supplement these objections and
5 responses as necessary.

6 O. As used in the Answers to Interrogatories, the terms "unsuitable" or "unsuitability"
7 shall have the same meaning as that term is used in the TPOV Agreement, including the meaning
8 of "Unsuitable Person" which is defined as "any Person (a) whose association with Paris or its
9 Affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability
10 to reinstate or failure to obtain, any registration, application or license or any other rights or
11 entitlements held or required to be held by Paris or any of its Affiliates under any United States,
12 state, local, or foreign laws, rules or regulations relating to gaming or the sale of alcohol to which
13 Paris or its Affiliates are subject, (c) who is or might be engaged or about to be engaged in any
14 activity which could adversely impact the business or reputation of Paris or its Affiliates, or (d)
15 who is required to be licensed, registered, qualified or found suitable, and such Person is not or
16 does not remain so licensed, registered qualified or found suitable."

17 **SPECIFIC RESPONSES AND OBJECTIONS**

18 The foregoing General Objections are incorporated and made a part of each of the
19 following specific responses and objections. Failure to mention any of the General Objections
20 specifically is not intended to waive any such objection.

21 **ANSWERS TO INTERROGATORIES**

22 **INTERROGATORY NO. 1:**

23 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
24 from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity
25 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature
26 of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket,
27 complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of
28 the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity

1 associated or affiliated with Caesars, or an officer, director, agent, employee, or other
2 representative of Caesars.

3 **ANSWER TO INTERROGATORY NO. 1:**

4 Paris objects to this Interrogatory because it contains numerous, discrete sub-parts, and is
5 properly considered six separate interrogatories under NRCP 33(a). Paris also objects to this
6 Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject
7 matter of this action and unrelated to any claim or defense asserted in this action in violation of
8 NRCP 26(b). Paris objects to this Interrogatory because it is overly broad in time and scope, is
9 unduly burdensome in the detail it seeks and over a general group of unidentifiable people (*e.g.*,
10 all employees agents, affiliates, representatives), and for the aforementioned reasons, is not
11 proportional to the needs of this case. Further, Paris objects to this Interrogatory because the
12 definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable
13 information. Paris objects to this Interrogatory to the extent it seeks information that is
14 commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise
15 available to the public. Paris also objects to this Interrogatory because it assumes and/or
16 mischaracterizes facts. And, finally, Paris objects to this Interrogatory as it is an invasive fishing
17 expedition designed to annoy and harass.

18 In light of the foregoing, Paris will not respond to this Interrogatory to identify any
19 "Benefits," as defined, unless and until TPOV 16 demonstrates how the Interrogatory is
20 proportional to the needs of this case in relation to any allegation or defense and/or a court order
21 compels responses after a finding of discoverability.

22 **INTERROGATORY NO. 2:**

23 Describe Your efforts, if any, to rebrand Gordon Ramsay Steak at Paris after your
24 purported termination of the TPOV Agreement.

25 **ANSWER TO INTERROGATORY NO. 2:**

26 Paris objects to this Interrogatory on the grounds that the terms "efforts" "rebrand" and
27 "purported termination," as used in this context, are vague and ambiguous and require speculation
28 as to their intended meaning. Paris further objects to the extent this Interrogatory seeks any

1 this Interrogatory assumes facts. Subject to and without waiving said objections, Paris responds to
2 this Interrogatory, as it understands it, as follows: Pursuant to NRCP 33(d), please see the updated
3 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
4 and Paris reserves the right to amend and/or supplement this response.

5 DATED this 21st day of August 2020.

6 PISANELLI BICE PLLC

7
8 By: /s/ Debra L. Spinelli
9 James J. Pisanelli, Esq., #4027
10 Debra L. Spinelli, Esq., #9695
11 M. Magali Mercera, Esq., #11742
12 Brittnie T. Watkins, Esq., #13612
13 400 South 7th Street, Suite 300
14 Las Vegas, Nevada 89101

15 Jeffrey J. Zeiger, P.C., Esq.
16 (admitted *pro hac vice*)
17 William E. Arnault, IV, Esq.
18 (admitted *pro hac vice*)
19 KIRKLAND & ELLIS LLP
20 300 North LaSalle
21 Chicago, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of August 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 **PARIS LAS VEGAS OPERATING COMPANY, LLC'S RESPONSES TO TPOV ENTERPRISES 16, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 27

EXHIBIT 27

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**BOARDWALK REGENCY
CORPORATION D/B/A CAESARS
ATLANTIC CITY'S RESPONSES TO
FERG, LLC'S FIRST SET OF
INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: FERG, LLC, Defendant, and

2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Boardwalk
12 Regency Corporation d/b/a Caesars Atlantic City ("CAC") is unable to reasonably ascertain what
13 information or documents FERG, LLC ("FERG") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by CAC at this time. There may be other information related to the interrogatories that
19 despite its reasonable investigation and inquiry CAC has not yet obtained. CAC, therefore,
20 reserves the right to modify or enlarge any answer with such pertinent additional information as it
21 may subsequently discover.

22 F. No incidental or implied admissions will be made by CAC's answers to FERG's
23 Interrogatories. The fact that CAC may answer or object to any interrogatory, or part thereof,
24 shall not be deemed an admission that CAC accepts or admits the existence of any fact set forth or
25 assumed by such interrogatory or that such answer constitutes admissible evidence. The fact that
26 CAC answers part of any interrogatory is not to be deemed a waiver by it of its objections,
27 including privilege, to other party of the interrogatory in question.

28

1 G. CAC objects to any interrogatory to the extent that it would impose upon it greater
2 duties than those set forth under the Nevada Rules of Civil Procedure. When necessary, CAC
3 will supplement its answers to interrogatories as required by the Nevada Rules of Civil Procedure.

4 H. Each answer will be subject to all objections as to competence, relevance,
5 materiality, propriety, and admissibility, and to any and all other objections on any ground that
6 would require the exclusion from evidence of any statement herein if any such statements were
7 made by a witness present and testifying at trial, all of which objections and grounds are expressly
8 reserved and may be interposed at trial.

9 I. CAC objects to the interrogatories to the extent they seek information and/or
10 production of materials protected by the attorney client privileged, the work product doctrine, or
11 any other legally recognized privilege, immunity, or exemption from discovery. CAC hereby
12 claims such privileges and protections and objects to the production of any information or
13 materials subject thereto. This general objection is intended to prevent any waiver of these
14 privileges or protections as to any specific interrogatory. If any privileged or protected
15 information or materials is inadvertently produced, CAC does not waive or intend to waive any
16 privilege or protection pertaining to such information or materials.

17 J. CAC objects to the interrogatories to the extent they seek information that is
18 neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
19 discovery of admissible evidence.

20 K. CAC objects to each and every interrogatory that relates to periods of time,
21 geographical areas, or activities outside the scope of all allegations in the underlying action in that
22 such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead
23 to the discovery of admissible evidence, and would impose an unnecessary burden on CAC to
24 search, review, organize, and produce information and documents not relevant to any issue in this
25 case, and it would be oppressive to require this party to do so.

26 L. CAC objects to each discovery request to the extent that it prematurely requests
27 information that may be the subject of expert testimony, or requests information from experts who
28 may not be called to testify at trial.

1 M. The fact that CAC has responded to a particular interrogatory shall not be
2 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

3 N. CAC reserves the right to, at any time, assert additional objections, review, correct,
4 add to, or clarify any of the responses propounded herein and to supplement these objections and
5 responses as necessary.

6 **SPECIFIC RESPONSES AND OBJECTIONS**

7 The foregoing General Objections are incorporated and made a part of each of the
8 following specific responses and objections. Failure to mention any of the General Objections
9 specifically is not intended to waive any such objection.

10 **ANSWERS TO INTERROGATORIES**

11 **INTERROGATORY NO. 1:**

12 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
13 from Vendors from May 16, 2014 to September 2, 2016, including for each Benefit: (a) the
14 identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the
15 nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher,
16 inventory, event ticket, complimentary food, complimentary beverages, travel accommodations,
17 etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You,
18 any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or
19 other representative of Caesars; and (f) whether the value of the Benefit was accounted for under
20 the FERG Agreement, such as with regard to calculating Net Profit for the Restaurant.

21 **ANSWER TO INTERROGATORY NO. 1:**

22 CAC objects to this Interrogatory because it contains numerous, discrete sub-parts, and is
23 properly considered six separate interrogatories under NRCP 33(a). CAC also objects to this
24 Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject
25 matter of this action and unrelated to any claim or defense asserted in this action in violation of
26 NRCP 26(b). CAC objects to this Interrogatory because it is overly broad in time and scope, is
27 unduly burdensome in the detail it seeks and over a general group of unidentifiable people (e.g.,
28 all employees agents, affiliates, representatives), and for the aforementioned reasons, is not

proportional to the needs of this case. Further, CAC objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable information. CAC objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise available to the public. CAC also objects to this Interrogatory because it assumes and/or mischaracterizes facts. And, finally, CAC objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, CAC will not respond to this Interrogatory to identify any "Benefits," as defined, unless and until FERG 16 demonstrates how the Interrogatory is proportional to the needs of this case in relation to any allegation or defense and/or a court order compels responses after a finding of discoverability.

INTERROGATORY NO. 2:

Identify the individuals involved in Your decision to reject the FERG Agreement in the Bankruptcy Proceeding as alleged in Paragraph 124 of Your First Amended Complaint, including, for each individual: (a) name; (b) position; (c) address; (d) telephone number; and (e) whether he or she still works for Caesars.

ANSWER TO INTERROGATORY NO. 2:

CAC objects as the term "involved," as used in this context, is vague and ambiguous and requires speculation as to its intended meaning. Additionally, the request for an individual's position is vague as to time, requiring speculation as to whether LLTQ seeks information about the position at the time of the termination or now.

Subject to and without waiving said objections, CAC responds to this Interrogatory, as it understands it, as follows: Please see the following list Caesars' employees and/or executives, each of whom can be reached through Pisanelli Bice:

1. (a) Tom Jenkin

(b) Position at the time the Seibel agreements were terminated: Global President

(c) c/o James J. Pisanelli, Esq.
PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

1 identified as CAESARS084174. Discovery is continuing, and CAC reserves the right to amend
2 and/or supplement this response

3 DATED this 21st day of August 2020.

4 PISANELLI BICE PLLC

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

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

14 *Attorneys for Desert Palace, Inc.;*
15 *Paris Las Vegas Operating Company, LLC;*
16 *PHWLV, LLC; and Boardwalk Regency*
17 *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 21st day of August 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 **BOARDWALK REGENCY CORPORATION D/B/A CAESARS ATLANTIC CITY'S RESPONSES TO FERG, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 28

EXHIBIT 28

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittanie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000
Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**BOARDWALK REGENCY
CORPORATION D/B/A CAESARS
ATLANTIC CITY'S RESPONSES TO
FERG 16, LLC'S FIRST SET OF
INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: FERG 16, LLC, Defendant, and

2 TO: BAILEY KENNEDY, Defendant's counsel of record.

3 **DEFINITIONS AND GENERAL OBJECTIONS**

4 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
5 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
6 discovery of admissible evidence.

7 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
8 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
9 party's resources, and the importance of the issues at stake in the litigation.

10 C. "Vague"- The interrogatory in question contains a word or phrase that is not
11 adequately defined, or the overall interrogatory is confusing and ambiguous, and Boardwalk
12 Regency Corporation d/b/a Caesars Atlantic City ("CAC") is unable to reasonably ascertain what
13 information or documents FERG 16, LLC ("FERG 16") seeks in the interrogatory.

14 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
15 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
16 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

17 E. Answers will be made on the basis of information and writings available to and
18 located by CAC at this time. There may be other information related to the interrogatories that
19 despite its reasonable investigation and inquiry CAC has not yet obtained. CAC, therefore,
20 reserves the right to modify or enlarge any answer with such pertinent additional information as it
21 may subsequently discover.

22 F. No incidental or implied admissions will be made by CAC's answers to FERG 16's
23 Interrogatories. The fact that CAC may answer or object to any interrogatory, or part thereof,
24 shall not be deemed an admission that CAC accepts or admits the existence of any fact set forth or
25 assumed by such interrogatory or that such answer constitutes admissible evidence. The fact that
26 CAC answers part of any interrogatory is not to be deemed a waiver by it of its objections,
27 including privilege, to other party of the interrogatory in question.

28

1 G. CAC objects to any interrogatory to the extent that it would impose upon it greater
2 duties than those set forth under the Nevada Rules of Civil Procedure. When necessary, CAC
3 will supplement its answers to interrogatories as required by the Nevada Rules of Civil Procedure.

4 H. Each answer will be subject to all objections as to competence, relevance,
5 materiality, propriety, and admissibility, and to any and all other objections on any ground that
6 would require the exclusion from evidence of any statement herein if any such statements were
7 made by a witness present and testifying at trial, all of which objections and grounds are expressly
8 reserved and may be interposed at trial.

9 I. CAC objects to the interrogatories to the extent they seek information and/or
10 production of materials protected by the attorney client privileged, the work product doctrine, or
11 any other legally recognized privilege, immunity, or exemption from discovery. CAC hereby
12 claims such privileges and protections and objects to the production of any information or
13 materials subject thereto. This general objection is intended to prevent any waiver of these
14 privileges or protections as to any specific interrogatory. If any privileged or protected
15 information or materials is inadvertently produced, CAC does not waive or intend to waive any
16 privilege or protection pertaining to such information or materials.

17 J. CAC objects to the interrogatories to the extent they seek information that is
18 neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the
19 discovery of admissible evidence.

20 K. CAC objects to each and every interrogatory that relates to periods of time,
21 geographical areas, or activities outside the scope of all allegations in the underlying action in that
22 such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead
23 to the discovery of admissible evidence, and would impose an unnecessary burden on CAC to
24 search, review, organize, and produce information and documents not relevant to any issue in this
25 case, and it would be oppressive to require this party to do so.

26 L. CAC objects to each discovery request to the extent that it prematurely requests
27 information that may be the subject of expert testimony, or requests information from experts who
28 may not be called to testify at trial.

1 M. The fact that CAC has responded to a particular interrogatory shall not be
2 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

3 N. CAC reserves the right to, at any time, assert additional objections, review, correct,
4 add to, or clarify any of the responses propounded herein and to supplement these objections and
5 responses as necessary.

6 **SPECIFIC RESPONSES AND OBJECTIONS**

7 The foregoing General Objections are incorporated and made a part of each of the
8 following specific responses and objections. Failure to mention any of the General Objections
9 specifically is not intended to waive any such objection.

10 **ANSWERS TO INTERROGATORIES**

11 **INTERROGATORY NO. 1:**

12 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
13 from Vendors from September 2, 2016 to the present, including for each Benefit: (a) the identity
14 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature
15 of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket,
16 complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of
17 the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity
18 associated or affiliated with Caesars, or an officer, director, agent, employee, or other
19 representative of Caesars.

20 **ANSWER TO INTERROGATORY NO. 1:**

21 CAC objects to this Interrogatory because it contains numerous, discrete sub-parts, and is
22 properly considered six separate interrogatories under NRCP 33(a). CAC also objects to this
23 Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject
24 matter of this action and unrelated to any claim or defense asserted in this action in violation of
25 NRCP 26(b). CAC objects to this Interrogatory because it is overly broad in time and scope, is
26 unduly burdensome in the detail it seeks and over a general group of unidentifiable people (e.g.,
27 all employees agents, affiliates, representatives), and for the aforementioned reasons, is not
28 proportional to the needs of this case. Further, CAC objects to this Interrogatory because the

definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable information. CAC objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise available to the public. CAC also objects to this Interrogatory because it assumes and/or mischaracterizes facts. And, finally, CAC objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, CAC will not respond to this Interrogatory to identify any "Benefits," as defined, unless and until FERG 16 demonstrates how the Interrogatory is proportional to the needs of this case in relation to any allegation or defense and/or a court order compels responses after a finding of discoverability.

INTERROGATORY NO. 2:

Describe Your efforts, if any, to rebrand Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, after your purported termination of FERG Agreement.

ANSWER TO INTERROGATORY NO. 2:

CAC objects to this Interrogatory on the grounds that the terms "efforts" "rebrand" and "purported termination," as used in this context, are vague and ambiguous and require speculation as to their intended meaning. CAC further objects to the extent this Interrogatory seeks any information protected by any absolute or qualified privilege or exemption, including but not limited to, the attorney-client privilege, accountant-client privilege, a common interest privilege, a gaming privilege, the work product protection, the consulting expert exemption, and/or any other privilege or protection afforded under the law. Moreover, CAC objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private, and/or proprietary information and/or not otherwise available to the public and is not discoverable. CAC further objects to this Interrogatory to the extent it assumes fact.

Subject to and without waiving said objections, CAC responds to this Interrogatory, as it understands it, as follows: CAC did not make any efforts to rebrand Gordon Ramsay Pub & Grill, located at Caesars Atlantic City, following the termination of the FERG Agreement. Discovery is

1 this Interrogatory assumes facts. Subject to and without waiving said objections, CAC responds to
2 this Interrogatory, as it understands it, as follows: Pursuant to NRCP 33(d), please see the updated
3 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
4 and CAC reserves the right to amend and/or supplement this response.

5 DATED this 21st day of August 2020.

6 PISANELLI BICE PLLC

7
8 By: /s/ Debra L. Spinelli
9 James J. Pisanelli, Esq., #4027
10 Debra L. Spinelli, Esq., #9695
11 M. Magali Mercera, Esq., #11742
12 Brittnie T. Watkins, Esq., #13612
13 400 South 7th Street, Suite 300
14 Las Vegas, Nevada 89101

15 Jeffrey J. Zeiger, P.C., Esq.
16 (admitted *pro hac vice*)
17 William E. Arnault, IV, Esq.
18 (admitted *pro hac vice*)
19 KIRKLAND & ELLIS LLP
20 300 North LaSalle
21 Chicago, Illinois 60654

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of August 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 **BOARDWALK REGENCY CORPORATION D/B/A CAESARS ATLANTIC CITY'S RESPONSES TO FERG 16, LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 29

EXHIBIT 29

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

James J. Pisanelli, Esq., Bar No. 4027
jjp@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
dls@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
Brittnie T. Watkins, Esq., Bar No. 13612
BTW@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'S RESPONSES
TO R SQUARED GLOBAL SOLUTIONS,
LLC, DERIVATIVELY ON BEHALF OF
DNT ACQUISITION LLC'S FIRST SET
OF INTERROGATORIES**

AND ALL RELATED MATTERS

1 TO: R SQUARED GLOBAL SOLUTIONS, LLC, DERIVATIVELY ON BEHALF OF DNT
2 ACQUISITION LLC, Defendant, and

3 TO: BAILEY KENNEDY, Defendant's counsel of record.

4 **DEFINITIONS AND GENERAL OBJECTIONS**

5 A. "Nondiscoverable/Irrelevant"- The interrogatory in question concerns a matter that
6 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
7 discovery of admissible evidence.

8 B. "Unduly burdensome"- The interrogatory in question seeks discovery that is
9 unduly burdensome or expensive, taking into account the needs of the case, limitation on the
10 party's resources, and the importance of the issues at stake in the litigation.

11 C. "Vague"- The interrogatory in question contains a word or phrase that is not
12 adequately defined, or the overall interrogatory is confusing and ambiguous, and Desert Palace,
13 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents R Squared
14 Global Solutions, LLC, Derivatively on Behalf of DNT Acquisition LLC ("DNT") seeks in the
15 interrogatory.

16 D. "Overbroad"- The interrogatory seeks information or documents beyond the scope
17 of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
18 seeks information that is nondiscoverable/irrelevant and, therefore, is unduly burdensome.

19 E. Answers will be made on the basis of information and writings available to and
20 located by Desert Palace at this time. There may be other information related to the
21 interrogatories that despite its reasonable investigation and inquiry Desert Palace has not yet
22 obtained. Desert Palace, therefore, reserves the right to modify or enlarge any answer with such
23 pertinent additional information as it may subsequently discover.

24 F. No incidental or implied admissions will be made by Desert Palace's answers to
25 DNT's Interrogatories. The fact that Desert Palace may answer or object to any interrogatory, or
26 part thereof, shall not be deemed an admission that Desert Palace accepts or admits the existence
27 of any fact set forth or assumed by such interrogatory or that such answer constitutes admissible
28

evidence. The fact that Desert Palace answers part of any interrogatory is not to be deemed a waiver by it of its objections, including privilege, to other party of the interrogatory in question.

G. Desert Palace objects to any interrogatory to the extent that it would impose upon it greater duties than those set forth under the Nevada Rules of Civil Procedure. When necessary, Desert Palace will supplement its answers to interrogatories as required by the Nevada Rules of Civil Procedure.

H. Each answer will be subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections on any ground that would require the exclusion from evidence of any statement herein if any such statements were made by a witness present and testifying at trial, all of which objections and grounds are expressly reserved and may be interposed at trial.

I. Desert Palace objects to the interrogatories to the extent they seek information and/or production of materials protected by the attorney client privileged, the work product doctrine, or any other legally recognized privilege, immunity, or exemption from discovery. Desert Palace hereby claims such privileges and protections and objects to the production of any information or materials subject thereto. This general objection is intended to prevent any waiver of these privileges or protections as to any specific interrogatory. If any privileged or protected information or materials is inadvertently produced, Desert Palace does not waive or intend to waive any privilege or protection pertaining to such information or materials.

J. Desert Palace objects to the interrogatories to the extent they seek information that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence.

K. Desert Palace objects to each and every interrogatory that relates to periods of time, geographical areas, or activities outside the scope of all allegations in the underlying action in that such interrogatory seeks irrelevant information, is overly broad, not reasonably calculated to lead to the discovery of admissible evidence, and would impose an unnecessary burden on Desert Palace to search, review, organize, and produce information and documents not relevant to any issue in this case, and it would be oppressive to require this party to do so.

1 L. Desert Palace objects to each discovery request to the extent that it prematurely
2 requests information that may be the subject of expert testimony, or requests information from
3 experts who may not be called to testify at trial.

4 M. The fact that Desert Palace has responded to a particular interrogatory shall not be
5 interpreted to imply that anyone acknowledges the propriety of that interrogatory.

6 N. Desert Palace reserves the right to, at any time, assert additional objections,
7 review, correct, add to, or clarify any of the responses propounded herein and to supplement these
8 objections and responses as necessary.

9 **SPECIFIC RESPONSES AND OBJECTIONS**

10 The foregoing General Objections are incorporated and made a part of each of the
11 following specific responses and objections. Failure to mention any of the General Objections
12 specifically is not intended to waive any such objection.

13 **ANSWERS TO INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
16 from Vendors from June 21, 2011 to September 2, 2016, including for each Benefit: (a) the
17 identity of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the
18 nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher,
19 inventory, event ticket, complimentary food, complimentary beverages, travel accommodations,
20 etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon You,
21 any other entity associated or affiliated with Caesars, or an officer, director, agent, employee, or
22 other representative of Caesars; and (f) whether the value of the Benefit was accounted for under
23 the DNT Agreement, such as with regard to calculating Net Profit for the Restaurant.

24 **ANSWER TO INTERROGATORY NO. 1:**

25 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
26 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
27 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
28 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this

1 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly
2 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
3 unidentifiable people (e.g., all employees agents, affiliates, representatives), and for the
4 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
5 objects to this Interrogatory because the definition of “Benefits” is overly broad, argumentative,
6 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
7 the extent it seeks information that is commercially sensitive, confidential, financial, private
8 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
9 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
10 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

11 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
12 any “Benefits,” as defined, unless and until R Squared demonstrates how the Interrogatory is
13 proportional to the needs of this case in relation to any allegation or defense and/or a court order
14 compels responses after a finding of discoverability.

15 **INTERROGATORY NO. 2:**

16 Describe all Benefits that You received, whether directly or indirectly as a part of Caesars,
17 from Vendors from September 2, 2016, to the present, including for each Benefit: (a) the identity
18 of the Vendor that provided the Benefit; (b) the date that the Benefit was received; (c) the nature
19 of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, event ticket,
20 complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of
21 the value of the Benefit; (e) whether the Benefit was conferred upon You, any other entity
22 associated or affiliated with Caesars, or an officer, director, agent, employee, or other
23 representative of Caesars.

24 **ANSWER TO INTERROGATORY NO. 2:**

25 Desert Palace objects to this Interrogatory because it contains numerous, discrete sub-
26 parts, and is properly considered six separate interrogatories under NRCP 33(a). Desert Palace
27 also objects to this Interrogatory because it seeks non-discoverable/irrelevant information
28 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this

1 action in violation of NRCP 26(b). Desert Palace objects to this Interrogatory because it is overly
2 broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of
3 unidentifiable people (e.g., all employees agents, affiliates, representatives), and for the
4 aforementioned reasons, is not proportional to the needs of this case. Further, Desert Palace
5 objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative,
6 and not tailored to obtain discoverable information. Desert Palace objects to this Interrogatory to
7 the extent it seeks information that is commercially sensitive, confidential, financial, private
8 and/or proprietary and/or not otherwise available to the public. Desert Palace also objects to this
9 Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Desert Palace
10 objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

11 In light of the foregoing, Desert Palace will not respond to this Interrogatory to identify
12 any "Benefits," as defined, unless and until R Squared demonstrates how the Interrogatory is
13 proportional to the needs of this case in relation to any allegation or defense and/or a court order
14 compels responses after a finding of discoverability.

15 **INTERROGATORY NO. 3:**

16 Describe Your efforts, if any, to rebrand Old Homestead Steakhouse at Caesars Palace
17 after your purposed termination of the DNT Agreement.

18 **ANSWER TO INTERROGATORY NO. 3:**

19 Desert Palace objects to this Interrogatory on the grounds that the terms "efforts"
20 "rebrand" and "purported termination," as used in this context, are vague and ambiguous and
21 require speculation as to their intended meaning. Desert Palace further objects to the extent this
22 Interrogatory seeks any information protected by any absolute or qualified privilege or exemption,
23 including but not limited to, the attorney-client privilege, accountant-client privilege, a common
24 interest privilege, a gaming privilege, the work product protection, the consulting expert
25 exemption, and/or any other privilege or protection afforded under the law. Moreover, Desert
26 Palace objects to this Interrogatory to the extent it seeks information that is commercially
27 sensitive, confidential, financial, private, and/or proprietary information and/or not otherwise
28

1 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
2 and Desert Palace reserves the right to amend and/or supplement this response.

3 **INTERROGATORY NO. 15:**

4 From the opening of Old Homestead Steakhouse, at Caesars Palace, to the present,
5 identify, for each quarter, all expenses actually incurred by the Restaurant.

6 **ANSWER TO INTERROGATORY NO. 15:**

7 Desert Palace objects to this Interrogatory because it is overly broad in time and scope
8 and, as such, seeks information not relevant to any claim or defense. Desert Palace further objects
9 to the extent this Interrogatory assumes facts. Desert Palace also objects to the Interrogatory
10 because the term "expenses" is vague and ambiguous, requiring speculation as to the intended
11 meaning. Subject to and without waiving said objections, Desert Palace responds to this
12 Interrogatory, as it understands it, as follows: Pursuant to NRCP 33(d), please see the updated
13 financials produced in this action, and identified as CAESARS084174. Discovery is continuing,
14 and Desert Palace reserves the right to amend and/or supplement this response.

15 DATED this 21st day of August 2020.

16 PISANELLI BICE PLLC

17 By: /s/ Debra L. Spinelli
18 James J. Pisanelli, Esq., #4027
19 Debra L. Spinelli, Esq., #9695
20 M. Magali Mercera, Esq., #11742
21 Brittnie T. Watkins, Esq., #13612
22 400 South 7th Street, Suite 300
23 Las Vegas, Nevada 89101

24 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, Illinois 60654

25 *Attorneys for Desert Palace, Inc.;*
26 *Paris Las Vegas Operating Company, LLC;*
27 *PHWLV, LLC; and Boardwalk Regency*
28 *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 21st day of August 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 **DESERT PALACE, INC.'S RESPONSES TO R SQUARED GLOBAL SOLUTIONS, LLC, DERIVATIVELY ON BEHALF OF DNT ACQUISITION LLC'S FIRST SET OF INTERROGATORIES** 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, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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

Attorneys for Gordon Ramsay

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

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

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
3800 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC