

CASE NO. 86462

IN THE SUPREME COURT OF NEVADA

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

Appellants,

vs.

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

Respondents.

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

APPENDIX OF EXHIBITS TO APPELLANT'S OPENING BRIEF

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APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 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:

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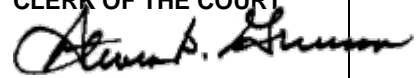
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/s/ Susan Russo

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TAB 73



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TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**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

VOLUME 2 OF 4

Pursuant to EDCR 2.27(b), 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”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”), Rowen Seibel (“Seibel”) and Craig Green (“Green”), file this Appendix of Exhibits, Volume 2 of 4, to their Motion: (1) For Leave to Take Caesars’ NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery, on Order Shortening Time.

DATED this 20th day of November, 2020.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

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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

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49	Caesars Parties' Second Supplemental Responses to Rowen Seibel, the Development Entities, and Craig Greens Third Set of Requests for Production of Documents, served on November 18, 2020.	0474-0512

VOLUME 4

FILED UNDER SEAL

Exhibit No.	Document Description	Number Sequence
50	Excerpt of Caesars Entertainment Corporation Ethics and Compliance Program – FILED UNDER SEAL	0513-0518
51	Rebuttal Expert Report of Randall E. Sayre – FILED UNDER SEAL	0519-0572
52	April 26, 2014 Email from Gary Selesner to Tom Jenkin - PARIS003669 – FILED UNDER SEAL	0573-0575
53	February 28, 2015 Email from David Hoenemeyer to Tom Jenkin, Gary Selesner, and Michael Grey - CAESARS004452 – FILED UNDER SEAL	0576
54	August 24, 2015 Email from Stuart Gillies to Tom Jenkin - GRH00006772 – FILED UNDER SEAL	0577
55	September 18, 2015 Email from Stuart Gillies to Tom Jenkin - PARIS029689 – FILED UNDER SEAL	0578-0579
56	August 21, 2016 Email from Tom Jenkin to Stuart Gillies and Gordon Ramsay - GRPROD_00002884 - FILED UNDER SEAL	0580
57	September 16, 2016 Letter from Brian K. Ziegler to Mark A. Clayton, Esq. – FILED UNDER SEAL	0581-0585
58	Excerpts of Plaintiffs’ Fourth Supplemental Privilege Log, served on September 28, 2020 – FILED UNDER SEAL	0586-0592

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 20th day of November, 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:

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EXHIBIT 30

EXHIBIT 30

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**DESERT PALACE, INC.'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 Desert Palace,
12 Inc. ("Desert Palace") is unable to reasonably ascertain what information or documents Rowen
13 Seibel ("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 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 Seibel'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 Your communications, written and oral, with the Nevada Gaming Control Board
16 concerning the Seibel Suitability Determination.

17 **ANSWER TO INTERROGATORY NO. 1:**

18 Desert Palace objects to the extent this Interrogatory seeks any information protected by
19 any absolute or qualified privilege or exemption, including but not limited to, the attorney-client
20 privilege, accountant-client privilege, gaming privilege, a common interest privilege, the attorney
21 work-product doctrine, and the consulting expert exemption. Desert Palace further objects to the
22 definition of "Seibel Suitability Determination" as narrow, misleading and mischaracterizing
23 facts.

24 Subject to and without waiving said objections, Desert Palace responds to this
25 Interrogatory, as it understands it, as follows: Because of the litigation between the parties and
26 potential media attention related thereto, out of an abundance of caution Mark Clayton, Esq., on
27 behalf of Caesars Entertainment Corporation, sent a letter dated October 23, 2017, to the then-
28 Chairman of the Nevada Gaming Control Board ("NGCB") providing the Board with information

1 In addition, and pursuant to NRCP 33(d), the answer to this Interrogatory may be
2 determined by examining, auditing, compiling, abstracting, or summarizing various documents
3 and pleadings, including Caesars' Motion for Leave to File First Amended Complaint, filed on
4 December 13, 2019, Caesars' Reply in support of its Motion for Leave to File First Amended
5 Complaint, filed on February 5, 2020, and the documents and testimony attached as exhibits to
6 both of those filings. Also, given that evidence of the bribery scheme is uniquely in the
7 possession of the members of that scheme, Desert Palace has sought and continues to seek to
8 discover additional information from Seibel and Green through discovery in this action. Indeed,
9 Seibel and Green possesses the very information and documents Seibel seeks from Desert Palace
10 via this Interrogatory. Desert Palace refers Seibel to documents Defendants produced, and that
11 Green identified in response to Caesars' First Set of Requests for Production of Documents to
12 Craig Green Nos. 118 to 129, most of which indicate that responsive documents will be produced
13 by August 28, 2020. and will supplement this answer as discovery proceeds.

14 Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement
15 this answer.

16 **INTERROGATORY NO. 3:**

17 From January 1, 2010, to the present, identify all felony convictions – regardless of
18 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
19 *contendere*, or an *Alford* plea) – of Gaming Employees employed by you (whether current or
20 former), including: (a) the nature of the felony conviction; and (B) the jurisdiction of the court or
21 tribunal that entered the felony conviction. You may exclude from your response the names of
22 the Gaming Employees.

23 **ANSWER TO INTERROGATORY NO. 3:**

24 Desert Palace objects to this Interrogatory because it is overly broad in time and scope and
25 thus seeks non-discoverable information. Desert Palace also objects to this Interrogatory because
26 it seeks non-discoverable/irrelevant information unrelated to the subject matter of this action and
27 unrelated to any claim or defense asserted in this action in violation of NRCP 26(b). For the
28 aforementioned reasons, this Interrogatory also is not proportional to the needs of this case.

Desert Palace further 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 and is not discoverable. Desert Palace further objects to this Interrogatory because it assumes and/or mischaracterizes facts. Finally, Desert Palace objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, Desert Palace will not respond to this Interrogatory unless and until Seibel demonstrates how the Interrogatory relates to any claim or defense in this action. Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this response.

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).

ANSWER TO INTERROGATORY NO. 4:

Desert Palace objects to this Interrogatory because it is overly broad in time and scope and thus seeks non-discoverable information. Desert Palace also objects to this Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned reasons, this Interrogatory also is not proportional to the needs of this case. Desert Palace further 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 and is not discoverable. Desert Palace further objects to this Interrogatory because it assumes and/or mischaracterizes facts. Finally, Desert Palace objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, Desert Palace will not respond to this Interrogatory unless and until Seibel demonstrates how the Interrogatory relates to any claim or defense in this action. Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this response.

Mr. Seibel's crimes and conviction. Upon learning of this conviction, Desert Palace and its affiliated entities determined that Mr. Seibel was "unsuitable" in accordance with its contractual rights and terminated the relationship with Mr. Seibel and his entities immediately. This action was necessary to satisfy the relevant regulatory agencies that oversee Desert Palace's compliance program and privileged licenses.

As set forth in paragraph 7 of the First Amended Complaint, Desert Palace and its related entities would not have entered into any of the Development Agreements with Mr. Seibel and his entities had Mr. Seibel properly disclosed his criminal misconduct. Such relationships pose a significant risk to Desert Palace and its related entities' privileged licenses. Of course, had Desert Palace not entered into the Development Agreements, Desert Palace and its related entities could have placed other restaurant or commercial concepts in the available locations without risk to Desert Palace or its affiliated entities' privileged licenses.

Discovery is continuing, and Desert Palace reserves the right to amend and/or supplement this answer.

DATED this 21st day of August 2020.

PISANELLI BICE PLLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 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 ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES** to the following:

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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**CAESARS PARTIES' RESPONSES TO
ROWEN SEIBEL, THE DEVELOPMENT
ENTITIES, AND CRAIG GREEN'S
THIRD SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

1 TO: ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN,
2 Defendants, and

3 TO: BAILEY KENNEDY, Defendants' counsel of record.

4 Plaintiffs Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC,
5 and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("Plaintiffs"), by and through its
6 undersigned counsel of record, the law firm of PISANELLI BICE PLLC, and pursuant to
7 NRCP 34, hereby respond to Defendants' Third Request for Production of Documents as follows:

8 **DEFINITIONS AND GENERAL OBJECTIONS**

9 A. "Nondiscoverable/Irrelevant" - The request in question concerns a matter that is
10 not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
11 discovery of admissible evidence.

12 B. "Unduly burdensome" - The request in question seeks discovery that is unduly
13 burdensome or expensive, taking into account the needs of the case, limitation on the party's
14 resources, and the importance of the issues at stake in the litigation.

15 C. "Vague" - The request in question contains a word or phrase that is not adequately
16 defined, or the overall request is confusing or ambiguous, and Plaintiffs are unable to reasonably
17 ascertain what documents Defendants seek in the request.

18 D. "Overly broad" - The request in question seeks documents beyond the scope of, or
19 beyond the time period relevant to, the subject matter of this litigation and, accordingly, seeks
20 documents that are nondiscoverable/irrelevant and is unduly burdensome.

21 E. Plaintiffs object to Defendants' requests to the extent they seek any information
22 protected by any absolute or qualified privilege or exemption, including, but not limited to, the
23 attorney-client privilege, a marital privilege, a common interest privilege, the attorney work-
24 product exemption, and/or the consulting expert exemption.

25 F. Plaintiffs object to Defendants' requests on the grounds that they are unduly
26 burdensome and that many of the documents requested may be obtained by Defendants from
27 other sources more conveniently, less expensively, and with less burden.

28

1 G. Documents will be provided on the basis of documents available to and located by
2 Plaintiffs at this time. There may be other and further documents of which Plaintiffs, despite its
3 reasonable investigation and inquiry, is presently unaware. Plaintiffs, therefore, reserve the right
4 to modify or enlarge any response with such pertinent additional documents as it may
5 subsequently discover.

6 H. No incidental or implied admissions will be made by the responses. The fact that
7 Plaintiffs may respond or object to any request, or part thereof, shall not be deemed an admission
8 that Plaintiffs accept or admit the existence of any fact set forth or assumed by such request, or
9 that such response constitutes admissible evidence. The fact that Plaintiffs respond to a part of
10 any request is not to be deemed a waiver of their objections, including privilege, to other parts of
11 the request in question.

12 I. Plaintiffs object to any request to the extent that it would impose upon Plaintiffs
13 greater duties than are set forth under the Nevada Rules of Civil Procedure. When necessary,
14 Plaintiffs will supplement their responses to requests as required by the Nevada Rules of Civil
15 Procedure.

16 J. Each response will be subject to all objections as to competence, relevance,
17 materiality, propriety, and admissibility, and to any and all other objections on any ground that
18 would require the exclusion from evidence of any statement herein if any such statements were
19 made by a witness present and testifying at any evidentiary hearing and/or trial, all of which
20 objections and grounds are expressly reserved and may be interposed during the hearing or trial.

21 **RESPONSES TO REQUESTS FOR DOCUMENTS**

22 **REQUEST FOR PRODUCTION NO. 1:**

23 From January 1, 2014, to the present, produce all documents reflecting agreements
24 between You and Frederick (excluding any agreements concerning his prior employment by
25 You).

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

27 Plaintiffs object to this Request because it is overly broad in scope and thus this Request is
28 not reasonably calculated to lead to the discovery of admissible evidence. Relatedly, Plaintiffs

any allegation or defense. Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS003684; CAESARS003686; CAESARS073482-CAESARS073584; CAESARS073585-CAESARS073593; CAESARS073594-CAESARS073602; CAESARS073603-CAESARS073611; CAESARS073612-CAESARS073621; CAESARS073622-CAESARS073631; CAESARS073632-CAESARS073640; CAESARS073641-CAESARS073649; CAESARS073650-CAESARS073658; CAESARS073659-CAESARS073667; CAESARS073668-CAESARS073677; CAESARS073678-CAESARS073686; CAESARS073687-CAESARS073695; CAESARS073696-CAESARS073705; CAESARS073706-CAESARS073715; CAESARS073716-CAESARS073725; CAESARS073726-CAESARS073736; CAESARS073737-CAESARS073747; CAESARS073748-CAESARS073758; CAESARS074584-CAESARS074585; and CAESARS074586-CAESARS074587. Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Plaintiffs object to this Request because it seeks communications between Plaintiffs and Ramsay or any Ramsay Entity that are not relevant to any claims or defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, and the consulting expert exemption. Plaintiffs also object to this Request because it is overly broad in scope and thus this Request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object

to this Request as overly broad and unduly burdensome to the extent it seeks documents (including confidential, sensitive, financial, and/or proprietary information) regarding Plaintiffs and/or other entities unrelated to any claim or defense in this action.

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS012994-CAESARS012995; CAESARS015763-CAESARS015763; CAESARS015764-CAESARS015765; CAESARS015766-CAESARS015767; CAESARS017470-CAESARS017472; CAESARS017487-CAESARS017489; CAESARS020274-CAESARS020275; CAESARS021348-CAESARS021352; CAESARS021689-CAESARS021699; CAESARS021986-CAESARS021988; CAESARS021989-CAESARS021991; CAESARS021992-CAESARS021994; CAESARS021995-CAESARS021997; CAESARS023132-CAESARS023133; CAESARS023170-CAESARS023172; CAESARS023173-CAESARS023175; CAESARS023176-CAESARS023178; CAESARS023179-CAESARS023182; CAESARS023183-CAESARS023185; CAESARS032847; CAESARS035568-CAESARS035736; CAESARS035737-CAESARS035815; CAESARS035818-CAESARS035838; and CAESARS072685-CAESARS072686. Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Plaintiffs object to this Request because it seeks communications between Plaintiffs and Ramsay or any Ramsay Entity that are not relevant to any claims or defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common

1 interest privilege, the attorney work-product doctrine, and the consulting expert exemption.
2 Plaintiffs also object to this Request because it is overly broad in scope and thus this Request is
3 not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object
4 to this Request as overly broad and unduly burdensome to the extent it seeks documents
5 (including confidential, sensitive, financial, and/or proprietary information) regarding Plaintiffs
6 and/or other entities unrelated to any claim or defense in this action.

7 Plaintiffs will conduct a further search and review for additional documents, and
8 supplement its responses with any additional responsive, non-privileged documents, to the extent
9 they exist and can be located through a reasonable search and review process. Discovery is
10 continuing.

11 **REQUEST FOR PRODUCTION NO. 17:**

12 From January 1, 2010, to the present, produce all communications between You and
13 Ramsay or any Ramsay Entity concerning any of the Development Entities. You may exclude
14 from your response documents produced in response to Request Nos. 5, 28, and 30 contained in
15 the First Set of RFPs.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

17 Plaintiffs object to this Request because it seeks communications between Plaintiffs and
18 Ramsay or any Ramsay Entity that are not relevant to any claims or defenses in this action and
19 not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to
20 this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also
21 object to the extent this Request seeks information protected by any absolute or qualified
22 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
23 interest privilege, the attorney work-product doctrine, and the consulting expert exemption.
24 Plaintiffs also object to this Request because it is overly broad in scope and thus this Request is
25 not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object
26 to this Request as overly broad and unduly burdensome to the extent it seeks documents
27 (including confidential, sensitive, financial, and/or proprietary information) regarding Plaintiffs
28 and/or other entities unrelated to any claim or defense in this action.

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS003684; CAESARS003686; CAESARS021348-CAESARS021352; CAESARS023132-CAESARS023133; CAESARS035568-CAESARS035736; CAESARS035737-CAESARS035815; CAESARS035818-CAESARS035838; CAESARS072685-CAESARS072686; CAESARS073024-CAESARS073026; CAESARS073482-CAESARS073584; CAESARS073585-CAESARS073593; CAESARS073594-CAESARS073602; CAESARS073603-CAESARS073611; CAESARS073612-CAESARS073621; CAESARS073622-CAESARS073631; CAESARS073632-CAESARS073640; CAESARS073641-CAESARS073649; CAESARS073650-CAESARS073658; CAESARS073659-CAESARS073667; CAESARS073668-CAESARS073677; CAESARS073678-CAESARS073686; CAESARS073687-CAESARS073695; CAESARS073696-CAESARS073705; CAESARS073706-CAESARS073715; CAESARS073716-CAESARS073725; CAESARS073726-CAESARS073736; CAESARS073737-CAESARS073747; CAESARS073748-CAESARS073758; CAESARS074584-CAESARS074585; CAESARS074586-CAESARS074587; and CAESARS076258--CAESARS076260. Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Plaintiffs object to this Request because it seeks communications between Plaintiffs and Ramsay or any Ramsay Entity that are not relevant to any claims or defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified

1 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
2 interest privilege, the attorney work-product doctrine, and the consulting expert exemption.
3 Plaintiffs also object to this Request because it is overly broad in scope and thus this Request is
4 not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object
5 to this Request as overly broad and unduly burdensome to the extent it seeks documents
6 (including confidential, sensitive, financial, and/or proprietary information) regarding Plaintiffs
7 and/or other entities unrelated to any claim or defense in this action.

8 Subject to and without waiving said objections, see documents previously produced
9 bearing Bates numbers CAESARS000518-CAESARS000520; CAESARS000541-CAESARS000545;
10 CAESARS000546-CAESARS000549; CAESARS000598-CAESARS000600; CAESARS000601-
11 CAESARS000603; CAESARS000609-CAESARS000610; CAESARS000611-CAESARS000613;
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CAESARS051597; CAESARS051616-CAESARS051619; CAESARS051660-CAESARS051662;
CAESARS051663-CAESARS051665; CAESARS051693-CAESARS051696; CAESARS051703-
CAESARS051705; CAESARS051716-CAESARS051718; CAESARS051719-CAESARS051721;
CAESARS051726-CAESARS051728; CAESARS051729-CAESARS051732; CAESARS051779-
CAESARS051783; CAESARS070641-CAESARS070645; CAESARS075065-CAESARS075072;
CAESARS076258--CAESARS076260. Plaintiffs will conduct a further search and review for
additional documents, and supplement its responses with any additional responsive, non-
privileged documents, to the extent they exist and can be located through a reasonable search and
review process. Discovery is continuing.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Plaintiffs object to this Request because it is overly broad in time and scope and thus this
Request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs
also object to this Request because the term "joint defense agreement(s)" is vague and ambiguous,
requiring speculation as to its intended meaning. Plaintiffs also object to the extent this Request
seeks information protected by any absolute or qualified privilege or exemption, including, but
not limited to, the attorney-client privilege, a common interest privilege, the attorney work-
product doctrine, the accountant-client privilege, and the consulting expert exemption. Plaintiffs
also object to this Request to the extent it seeks documents that contain commercially sensitive,
confidential, financial, private, and/or propriety information and/or documents not otherwise
available to the public and are not discoverable.

In light of the foregoing, Plaintiffs will not respond to this Request unless and until
Defendants demonstrate how the Request is relevant to any party's claim or defense. Discovery is
continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

Request as overly broad and unduly burdensome because it seeks information not relevant to any claims or defenses in this action. Plaintiffs further object because the Request is thus not reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "prospective," and "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning. Plaintiffs object to this Request because it assumes facts. And, Plaintiffs object to this Request as unduly burdensome to the extent it seeks information solely in the knowledge of third parties and the Defendants, which Plaintiffs seek to discover in this action.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e., related to Defendants' kickback scheme) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 63:

Plaintiffs object to this Request because it is confusing and unintelligible. To the extent this Request seeks documents unrelated to Defendants' kickback scheme, Plaintiffs object to this Request as overly broad and unduly burdensome because it seeks information not relevant to any claims or defenses in this action. Plaintiffs further object because the Request is thus not reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the

needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "prospective," and "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning. Plaintiffs object to this Request because it assumes facts. And, Plaintiffs object to this Request as unduly burdensome to the extent it seeks information solely in the knowledge of third parties and the Defendants, which Plaintiffs seek to discover in this action. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e., related to Defendants' kickback scheme) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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 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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 64:

Plaintiffs object to this Request because it is confusing and unintelligible. To the extent this Request seeks documents unrelated to Defendants' kickback scheme, Plaintiffs object to this Request as overly broad and unduly burdensome because it seeks information not relevant to any claims or defenses in this action. Plaintiffs further object because the Request is thus not

1 reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the
2 needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit,"
3 as defined, are overly broad to the extent they request records that are not relevant to any party's
4 claim or defense. Plaintiffs also object to this Request because the terms "prospective," and
5 "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning.
6 Plaintiffs object to this Request because it assumes facts. And, Plaintiffs object to this Request as
7 unduly burdensome to the extent it seeks information solely in the knowledge of third parties and
8 the Defendants, which Plaintiffs seek to discover in this action. Plaintiffs also object to the extent
9 this Request seeks information protected by any absolute or qualified privilege or exemption,
10 including, but not limited to, the attorney-client privilege, a common interest privilege, the
11 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
12 exemption.

13 Subject to and without waiving said objections, Plaintiffs will produce documents
14 responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e., related
15 to Defendants' kickback scheme) that are not otherwise privileged or protected, to the extent such
16 documents exist and can be located through a reasonable search and review process. Discovery is
17 continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

18 **REQUEST FOR PRODUCTION NO. 65:**

19 From January 1, 2009, to the present, produce all communications between You and
20 Ramsay concerning any prospective or actual Benefits given by, or received from, any Vendor,
21 including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors,
22 Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage), Desert Meats &
23 Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and
24 distributors of PepsiCo and Miller Brewing Company products. You may exclude from your
25 response documents produced in response to Request No. 5 contained in the First Set of RFPs.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

27 Plaintiffs object to this Request because it is confusing and unintelligible. To the extent
28 this Request seeks documents unrelated to Defendants' kickback scheme, Plaintiffs object to this

Request as overly broad and unduly burdensome because it seeks information not relevant to any claims or defenses in this action. Plaintiffs further object because the Request is thus not reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "prospective," and "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning. Plaintiffs object to this Request because it assumes facts. And, Plaintiffs object to this Request as unduly burdensome to the extent it seeks information solely in the knowledge of third parties and the Defendants, which Plaintiffs seek to discover in this action. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e., related to Defendants' kickback scheme) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 66:

From January 1, 2009, to the present, produce all communications between You and any Ramsay Entity 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. You may exclude from your response documents produced in response to Request No. 5 contained in the First Set of RFPs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 66:

Plaintiffs object to this Request because it is confusing and unintelligible. To the extent this Request seeks documents unrelated to Defendants' kickback scheme, Plaintiffs object to this Request as overly broad and unduly burdensome because it seeks information not relevant to any claims or defenses in this action. Plaintiffs further object because the Request is thus not reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "prospective," and "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning. Plaintiffs object to this Request because it assumes facts. And, Plaintiffs object to this Request as unduly burdensome to the extent it seeks information solely in the knowledge of third parties and the Defendants, which Plaintiffs seek to discover in this action. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e., related to Defendants' kickback scheme) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 67:

Produce all documents concerning the Compliance Committee's consideration and determination not to approve the Assignment, as stated in the September 12, 2016, letter from Mark A. Clayton to Brian K. Ziegler (*see* 16TPOV00000754). You may exclude from your response documents produced in response to Request No. 17 contained in the First Set of RFPs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 67:

Plaintiffs object to this Request because the terms "consideration and determination," and "approve" are vague and ambiguous, requiring speculation as to their intended meaning. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, and the consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs also object to this Request because it assumes facts. Plaintiffs further object to this Request as unduly burdensome inasmuch as it seeks documents already in the possession, custody, and control of Defendants.

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS083134; and CAESARS083135-CAESARS083137. The Caesars Parties will conduct a further search and review for additional documents, and supplement its responses with additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process.

REQUEST FOR PRODUCTION NO. 68:

From January 1, 2009, to September 2, 2016, 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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 68:

Plaintiffs object to this Request because it is vague, ambiguous, confusing, and generally unintelligible. Plaintiffs object to this Request as overly broad and unduly burdensome to the

1 extent it seeks information related to entities that are not relevant to any claims or defenses in this
2 action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs
3 also object to this Request because the term "Vendor," as defined, is overly broad to the extent it
4 requests records that are not relevant to any party's claim or defense. Plaintiffs also object to this
5 Request because the terms "reflecting," "invoices," "bills of sale," receipts," and "purchase of
6 products or services" are vague and ambiguous, requiring speculation as to their intended
7 meaning. Plaintiffs also object to this Request to the extent it seeks documents that contain
8 commercially sensitive, confidential, financial, private, and/or propriety information and/or
9 documents not otherwise available to the public and are not discoverable. Plaintiffs further object
10 to this Request as disproportional to the needs of the case due to its breadth and each and all of
11 the aforementioned objections.

12 In light of the foregoing, Plaintiffs will not respond to this Request unless and until
13 Defendants demonstrate how the Request is relevant to any party's claim or defense in this action
14 and proportional to the needs of the case. Discovery is continuing, and Plaintiffs reserve the right
15 to supplement this response as discovery continues.

16 **REQUEST FOR PRODUCTION NO. 69:**

17 From September 3, 2016, to the present, produce all documents, including, without
18 limitation, invoices, bills of sale, and receipts, reflecting Your purchase of products or services
19 from Vendors, including without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat
20 Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage),
21 Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get
22 Fresh, and distributors of PepsiCo and Miller Brewing Company products, for each Restaurant.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

24 Plaintiffs object to this Request because it is vague, ambiguous, confusing, and generally
25 unintelligible. Plaintiffs also object to this Request as overly broad and unduly burdensome to the
26 extent it seeks information related to entities that is not relevant to any claims or defenses in this
27 action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs
28 also object to this Request because the term "Vendor," as defined, is overly broad to the extent it

requests records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "reflecting," "invoices," "bills of sale," receipts," and "purchase of products or services" are vague and ambiguous, requiring speculation as to their intended meaning. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs further object to this Request as disproportional to the needs of the case due to its breadth and each and all of the aforementioned objections.

In light of the foregoing, Plaintiffs will not respond to this Request unless and until Defendants demonstrate how the Request is relevant to any party's claim or defense in this action and proportional to the needs of the case. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 70:

Plaintiffs object to this Request because the term "policies and procedures" is vague and ambiguous, requiring speculation as to its intended meaning. Plaintiffs also object to this Request because the term "Business Information Form," as defined, is overly broad to the extent it requests records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs further object to the extent this Request seeks any information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption. Moreover, Plaintiffs object this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable.

1 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
2 interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the
3 consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents
4 that contain commercially sensitive, confidential, financial, private, and/or propriety information
5 and/or documents not otherwise available to the public and are not discoverable.

6 Plaintiffs will conduct a further search and review for additional documents, and
7 supplement its responses with any additional responsive, non-privileged documents, to the extent
8 they exist and can be located through a reasonable search and review process. Discovery is
9 continuing.

10 **REQUEST FOR PRODUCTION NO. 77:**

11 Produce all internal communications concerning potentially ceasing operation of any of
12 the Restaurants based on Your termination of the Development Agreements.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 77:**

14 Plaintiffs object to this Request to the extent it assumes facts. Plaintiffs also object to this
15 Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also
16 object to the extent this Request seeks information protected by any absolute or qualified
17 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
18 interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the
19 consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents
20 that contain commercially sensitive, confidential, financial, private, and/or propriety information
21 and/or documents not otherwise available to the public and are not discoverable.

22 Plaintiffs will conduct a further search and review for additional documents, and
23 supplement its responses with any additional responsive, non-privileged documents, to the extent
24 they exist and can be located through a reasonable search and review process. Discovery is
25 continuing.

26 **REQUEST FOR PRODUCTION NO. 78:**

27 Produce all communications between You and Ramsay concerning potentially ceasing
28 operation of any of the Restaurants based on Your termination of the Development Agreements.

1 You may exclude from your response documents produced in response to Request No. 5
2 contained in the First Set of RFPs.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 78:**

4 Plaintiffs object to this Request to the extent it assumes facts. Plaintiffs also object to this
5 Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also
6 object to the extent this Request seeks information protected by any absolute or qualified
7 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
8 interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the
9 consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents
10 that contain commercially sensitive, confidential, financial, private, and/or propriety information
11 and/or documents not otherwise available to the public and are not discoverable.

12 Plaintiffs will conduct a further search and review for additional documents, and
13 supplement its responses with any additional responsive, non-privileged documents, to the extent
14 they exist and can be located through a reasonable search and review process. Discovery is
15 continuing.

16 **REQUEST FOR PRODUCTION NO. 79:**

17 Produce all communications between You and any Ramsay Entity concerning potentially
18 ceasing operation of any of the Restaurants based on Your termination of the Development
19 Agreements. You may exclude from your response documents produced in response to Request
20 No. 5 contained in the First Set of RFPs.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 79:**

22 Plaintiffs object to this Request to the extent it assumes facts. Plaintiffs also object to this
23 Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also
24 object to the extent this Request seeks information protected by any absolute or qualified
25 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
26 interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the
27 consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents
28

1 that contain commercially sensitive, confidential, financial, private, and/or propriety information
2 and/or documents not otherwise available to the public and are not discoverable.

3 Plaintiffs will conduct a further search and review for additional documents, and
4 supplement its responses with any additional responsive, non-privileged documents, to the extent
5 they exist and can be located through a reasonable search and review process. Discovery is
6 continuing.

7 **REQUEST FOR PRODUCTION NO. 80:**

8 Produce all communications between You and Ramsay concerning your termination of the
9 Development Agreements. You may exclude from your response documents produced in
10 response to Request Nos. 5, 21, 27, and 30 contained in the First Set of RFPs.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

12 Plaintiffs object to this Request as unduly burdensome to the extent it is duplicative of
13 prior requests. Plaintiffs also object to the extent this Request seeks information protected by any
14 absolute or qualified privilege or exemption, including, but not limited to, the attorney-client
15 privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client
16 privilege, and the consulting expert exemption. Plaintiffs also object to this Request to the extent
17 it seeks documents that contain commercially sensitive, confidential, financial, private, and/or
18 propriety information and/or documents not otherwise available to the public and are not
19 discoverable.

20 Plaintiffs will conduct a further search and review for additional documents, and
21 supplement its responses with any additional responsive, non-privileged documents, to the extent
22 they exist and can be located through a reasonable search and review process. Discovery is
23 continuing.

24 **REQUEST FOR PRODUCTION NO. 81:**

25 Produce all communications between You and any Ramsay Entity concerning your
26 termination of the Development Agreements. You may exclude from your response documents
27 produced in response to Request Nos. 5, 21, 27, and 30 contained in the First Set of RFPs.

28

RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

Plaintiffs object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable.

Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 82:

Plaintiffs object to this Request to the extent it assumes facts. Plaintiffs also object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable.

Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

(including confidential, sensitive, financial, and/or proprietary information) regarding other entities unrelated to any claim or defense in this action.

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS021348-CAESARS021352; CAESARS021562-CAESARS021588; CAESARS021639-CAESARS021699; CAESARS035568-CAESARS035736; CAESARS035737-CAESARS035815; CAESARS035818-CAESARS035838; CAESARS060659-CAESARS060685; and CAESARS063186-CAESARS063212. Plaintiffs will conduct a further search and review for additional documents, and supplement its responses with any additional responsive, non-privileged documents, to the extent they exist and can be located through a reasonable search and review process. Discovery is continuing.

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 one 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.").)

RESPONSE TO REQUEST FOR PRODUCTION NO. 102:

Plaintiffs object to this Request because the term "related to," as defined, asks counsel to identify documents that "evidenc[e]," "demonstrat[e]," and/or "illustrat[e]" and thus calls for a legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*, work product), which are protected from disclosure. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert

1 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's
2 business judgment rule, including that seeking and receiving advice of counsel in exercise of
3 business judgment does not constitute a waiver of privileges. Plaintiffs also object to this Request
4 to the extent it seeks documents that contain commercially sensitive, confidential, financial,
5 private, and/or propriety information and/or documents not otherwise available to the public and
6 are not discoverable.

7 In light of the foregoing, Plaintiffs will not respond to this Request. Discovery is
8 continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

9 **REQUEST FOR PRODUCTION NO. 103:**

10 Produce all communications with Your counsel reflecting the advice that You received
11 from your counsel related to continuing to make payments to the Development Entities following
12 the Seibel Suitability Determination, such advice being referenced by Your counsel in open court
13 in the matter of *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145,
14 United States Bankruptcy Court, Northern District of Illinois (Eastern Division). (*See Tr.*,
15 Feb. 15, 2017, at 22:9-16 ("Non-debtor Caesars affiliates like Burger, which is one of the one
16 we've cited to in the papers, they haven't paid either, because my client and my parent company
17 and our affiliates are actually concerned because of advice they've gotten related to the regulatory
18 – you know, from the regulatory counsel about paying Mr. Seibel.").)

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 103:**

20 Plaintiffs object to this Request because the term "related to," as defined, asks counsel to
21 identify documents that "evidenc[e]," "demonstrat[e]," and/or "illustrat[e]" and thus calls for a
22 legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*,
23 work product), which are protected from disclosure. Plaintiffs also object to the extent this
24 Request seeks information protected by any absolute or qualified privilege or exemption,
25 including, but not limited to, the attorney-client privilege, a common interest privilege, the
26 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
27 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's
28 business judgment rule, including that seeking and receiving advice of counsel in exercise of

business judgment does not constitute a waiver of privileges. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable.

In light of the foregoing, Plaintiffs will not respond to this Request. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 104:

Produce all documents supporting Your damages claimed in this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 104:

Plaintiffs object to this Request because by asking counsel to identify documents "supporting," it calls for a legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (i.e., work product), which are protected from disclosure. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs further object to this Request because it is premature to the extent it seeks to impose a higher burden on Plaintiffs than those imposed by the Nevada Rules of Civil Procedure and/or the scheduling orders of the Court in this action.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 105:

Produce all documents provided to Eldorado Resorts related to this lawsuit.

1 After a reasonable search and review process consistent with Plaintiffs discovery
2 obligations, Plaintiffs have found no documents responsive to this Request. Discovery is
3 continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

4 **REQUEST FOR PRODUCTION NO. 111:**

5 To the extent not produced in response to RFP Nos. 9, 42-49, and 58 contained in the First
6 Set of RFPs, produce all monthly general ledgers for each Restaurant from the date of opening of
7 the Restaurant to the present.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 111:**

9 Plaintiffs object to this Request because it is overly broad in time and scope and thus this
10 Request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs
11 object to this Request because the term "general ledgers" is vague and ambiguous, requiring
12 speculation as to its intended meaning. Plaintiffs also object to this Request as unduly
13 burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to this Request as
14 overly broad and unduly burdensome to the extent it seeks documents (including confidential,
15 sensitive, financial, and/or proprietary information) from Plaintiffs and/or other entities unrelated
16 to any claim or defense. Plaintiffs object to the extent this Request seeks information protected by
17 any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client
18 privilege, a common interest privilege, the attorney work-product doctrine, accountant-client
19 privilege, and the consulting expert exemption. Plaintiffs further object to this Request as unduly
20 burdensome inasmuch as it seeks documents already in the possession, custody, and control of
21 Defendants.

22 After a reasonable search and review process consistent with Plaintiffs discovery
23 obligations, Plaintiffs have found no documents responsive to this Request. Discovery is
24 continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

25 **REQUEST FOR PRODUCTION NO. 112:**

26 For each Restaurant from the date of its opening to the present, produce all documents
27 reflecting how You accounted for Benefits received from Vendors, including, without limitation,
28 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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 112:

Plaintiffs object to this Request as overly broad and unduly burdensome to the extent it seeks information related to entities that is not relevant to any claims or defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "reflecting," and "accounted for" are vague and ambiguous, requiring speculation as to their intended meaning. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, and the consulting expert exemption. Plaintiffs further object to this Request because it assumes facts.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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.

RESPONSE TO REQUEST FOR PRODUCTION NO. 113:

Plaintiffs object to this Request because it is vague, ambiguous, confusing, and generally unintelligible. Plaintiffs also object to this Request as overly broad and unduly burdensome to the extent it seeks information related to entities that is not relevant to any claims or defenses in this action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records that are not relevant to any party's claim or defense. Plaintiffs also object to this Request because the terms "reflecting," "accounted for," and "tax and/or accounting purposes," are vague and ambiguous, requiring speculation as to their intended meaning. Plaintiffs also object to this Request to the extent it seeks documents that contain commercially sensitive, confidential, financial, private, and/or propriety information and/or documents not otherwise available to the public and are not discoverable. Plaintiffs also object to the extent this Request seeks information protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, a common interest privilege, the attorney work-product doctrine, and the consulting expert exemption. Plaintiffs further object to this Request because it assumes facts.

Subject to and without waiving said objections, Plaintiffs will produce documents responsive to this Request (as Plaintiffs understand the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 114:

Produce all communications between You and Lion Capital concerning Seibel.

RESPONSE TO REQUEST FOR PRODUCTION NO. 114:

Plaintiffs object to this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also object to this Request as overly broad and unduly burdensome to the

1 In light of the foregoing, Plaintiffs will not respond to this Request unless and until
2 Defendants demonstrate how the Request is relevant to any party's claim or defense in this action
3 and proportional to the needs of the case. Discovery is continuing, and Plaintiffs reserve the right
4 to supplement this response as discovery continues.

5 DATED this 21st day of August 2020.

6 PISANELLI BICE PLLC

7
8 By: /s/ Debbie 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 *PHWL, 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 **CAESARS PARTIES' RESPONSES TO ROWEN SEIBEL, THE DEVELOPMENT ENTITIES, AND CRAIG GREEN'S THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** to the following:

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Dennis L. Kennedy, Esq.
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Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
BAILEY KENNEDY
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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*

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*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 32

EXHIBIT 32

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September 10, 2020

Via Email

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Debra L. Spinelli, Esq.
M. Magali Mercera, Esq.
Brittnie T. Watkins, Esq.
Robert A. Ryan, Esq.
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Re: *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC*; and
Seibel v. PHWL, LLC, et al.

Dear Counsel:

This letter addresses deficiencies with Caesars’¹ responses (served on August 21, 2020, and August 24, 2020) to the Development Entities,² Rowen Seibel (“Seibel”), and Craig Green’s (“Green”) written discovery requests served on June 30, 2020, including Caesars’ Responses to Seibel, the Development Entities, and Green’s Third Set of Requests for Production of Documents (the “Third RFPs”) and Caesars’ Responses to Seibel, the Development Entities, and Green’s Interrogatories (collectively, the “Interrogatories”).

For efficiency’s sake, I will address – by category – the responses that are deficient.

¹ “Desert Palace Inc. (“Caesars Palace”); Paris Las Vegas Operating Company, LLC (“Paris”); PHWL, LLC (“Planet Hollywood”); and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”), are collectively referred to as “Caesars.”

² 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”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”), are collectively referred to as the “Development Entities.”

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1. **Documents/Communications with Frederick/Elite**³

(Third RFP Nos. 1-4)

Caesars unilaterally limited its responses to requests for documents and communications with Frederick/Elite to matters concerning the Restaurants—based on relevance/proportionality. This limitation is not appropriate as non-Restaurant documents and communications may contain information that tends to show Frederick/Elite’s bias (e.g., consulting agreements with Caesars). Indeed, Caesars sued Frederick and then dismissed the claims against him without any apparent financial compensation. Accordingly, Caesars must produce documents/communications responsive to these requests.

2. **Prospective Business Dealings with Ramsay/OHS**⁴

(Third RFP Nos. 13-14, 28)

Caesars unilaterally limited its responses to requests concerning prospective business dealings or agreements with Ramsay/OHS to those concerning actual agreements (i.e., Caesars will not produce documents concerning prospective business dealings)—based on relevance/proportionality. The relevance of such documents/communications is obvious. For example, such documents may show Ramsay’s and/or OHS’s interest in termination of the Development Agreements. Accordingly, Caesars must produce documents/communications responsive to these requests.

3. **Actual/Prospective Joint Defense Agreements with Ramsay/OHS**

(Third RFP Nos. 19-22, 33-34)

Caesars refuses to produce documents concerning its actual or prospective joint defense agreements. Joint defense agreements are generally not privileged and are discoverable. *See Pac. Coast Steel v. Leany*, No. 2:09-cv-02190-KJD-PAL, 2011 U.S. Dist. LEXIS 113848, at *10 (D. Nev. Sep. 29, 2011). Here, documents and communications concerning actual or prospective

³ Unless otherwise defined, this letter uses the terms/phrases from the “Definitions” section of the written discovery requests.

⁴ Unless otherwise specified, the term “Ramsay” includes both Ramsay and Ramsay Entities for purposes of this letter.

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joint defense agreements are relevant as they may show bias on the part of Ramsay and/or OHS (i.e., a common interest to gain through Caesars' refusal to perform under the Development Agreements). Accordingly, Caesars must produce documents/communications responsive to these requests.

4. Gordon Ramsay Burger Trademark Applications

(Third RFP Nos. 37-39)

Caesars refuses to produce documents and communications concerning trademark applications for Gordon Ramsay Burger. Such documents/communications are relevant to address issues related to GRB's intellectual property rights and whether Caesars and Ramsay continued to exploit those rights to GRB's detriment. Accordingly, Caesars must produce documents/communications responsive to these requests.

5. Benefits Received by Caesars from Vendors

(Third RFP Nos. 63-66; Numerous Interrogatories)

Caesars refuses to produce documents/communications and to provide information concerning Benefits that Caesars received from Vendors—based on relevance/proportionality. Caesars has asserted claims against the Development Entities, Seibel, and Green based on alleged “kickbacks” received by non-party entities from Vendors. Caesars argues that it should have received the benefit of those “kickbacks” to increase the net profits of the Restaurants. Under this theory, there is no rational basis for Caesars to withhold documents/communications and information concerning Benefits that Caesars received from Vendors, which Caesars should have likewise included in its calculation of net profits of the Restaurants. The Development Entities, Seibel, and Green have a right to see if Caesars appropriately credited all Benefits received from Vendors for the Restaurants. Accordingly, Caesars must produce documents/communications and provide information responsive to these requests/interrogatories.

6. Vendor Invoices/Bills of Sale/Receipts

(Third RFP Nos. 68-69)

Caesars refuses to produce invoices/bills of sale/receipts from Vendors. That being said, Caesars agreed to produce documents showing efforts to negotiate the prices of goods purchased from Vendors for the Restaurants. (*See* Response to RFP No. 96.) As noted above, Caesars has

September 10, 2020

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asserted claims against the Development Entities, Seibel, and Green based on alleged “kickbacks” received by non-party entities from Vendors. Invoices/bills of sale/receipts are relevant to Caesars’ alleged damages (e.g., they will help establish whether Caesars could have paid less to the Vendors). Accordingly, Caesars must produce documents responsive to these requests.

7. Legal Advice Regarding Non-Payments After Suitability Determination

(Third RFP Nos. 102-03)

Caesars refuses to produce documents and communications concerning legal advice that it received regarding whether to “make payments to the Development Entities following the Seibel Suitability Determination” based on the attorney-client privilege. Caesars has freely and voluntarily waived the attorney-client privilege in this instance because it relied on such advice in open court. *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.”).) Accordingly, Caesars must produce documents/communications responsive to these requests.

8. Eldorado Resorts

(Third RFP Nos. 105-06)

Caesars refuses to produce documents that it provided to Eldorado from this lawsuit and related communications. Such documents/communications likely contain non-privileged, relevant information (e.g., statements concerning the underlying facts). Accordingly, Caesars must produce documents/communications responsive to these requests.

9. Financial Documents for the Restaurants

(Third RFP Nos. 109-111)

Caesars claims that it has no monthly income statements, cash flow statements, balance sheets, or general ledgers for the Restaurants. However, it appears, minimally, that Caesars has

September 10, 2020

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ledgers for the Restaurants. (See RAMSAY00005681 (“Oracle Data YTD” tab).) Accordingly, Caesars must produce documents responsive to these requests (at a minimum, general ledgers).

10. Accounting for Vendor Benefits

(Third RFP Nos. 112-113)

Caesars objects to these requests on the ground that “the terms ‘Vendor’ and ‘Benefit,’ as defined, are overly broad to the extent they request records that are not relevant to any party’s claim or defense.” Please explain whether any documents/communications have been withheld on the basis of this objection. If so, for the reasons mentioned above, information concerning Benefits received by Caesars from Vendors is relevant and discoverable. Accordingly, Caesars must produce documents/communications responsive to these requests.

11. Potential Ventures with Seibel

(Third RFP Nos. 118)

Caesars refuses to produce communications with Seibel concerning other potential business dealings. Such communications are relevant to show the extent of the relationship between these parties. Accordingly, Caesars must produce communications responsive to this request.

12. Felony Convictions of Gaming Employees

(Seibel 1st ROGs to Desert Palace Nos. 3-4)

Desert Palace refuses to provide information concerning felony convictions of its current or former Gaming Employees, arguing that such information is irrelevant. Obviously, how Desert Palace treated felony convictions for Gaming Employees is relevant to the Seibel Suitability Determination. Accordingly, Desert Palace must respond to these interrogatories.

13. Assertion of Common Interest/Joint Defense Privilege with Ramsay

(Third RFP Nos. 15-18, 78-81; Caesars’ Privilege Logs)

Caesars has asserted a common interest privilege as to its communications with Ramsay as far back as August 2016. (See, e.g., PARIS_PRIV005293; PARIS_PRIV005299; PARIS_PRIV005302.) In order for the common interest privilege to apply, there must be an

September 10, 2020

Page 6

agreement to share privileged information, a common legal interest, and “there must be a palpable threat of litigation at the time of the communication” *In re Santa Fe Int’l Corp.*, 272 F.3d 705, 711 (5th Cir. 2001); *accord United States v. Duke Energy Corp.*, 214 F.R.D. 383, 388-89 (M.D.N.C. 2003). It is difficult to conceive of a common legal interest that existed between Caesars and Ramsay in August 2016, and, in any event, it is in no way plausible that there was a palpable threat of litigation at that time. Accordingly, Caesars must produce its communications with Ramsay from August 2016. (When responding to RFP No. 15, Caesars said that it will look for “responsive, *non-privileged* documents....”) Further, Caesars must identify the date when it believes that a “palpable threat of litigation” existed so that the Development Entities, Seibel, and Green may assess whether other communications that have been withheld by Caesars on the basis of the common interest privilege should be produced.

14. Dwayne Morgan

Caesars’ interrogatories were verified by Dwayne Morgan, whom Caesars identified as an “authorized representative.” Please identify Mr. Morgan’s position/relationship with Caesars since he has not been listed in the past by Caesars in its initial or supplemental disclosures. Additionally, please provide Mr. Morgan’s availability for a deposition.

15. Conclusion/Meet-and-Confer

Absent an extension of the existing discovery deadlines, fact discovery in these matters ends in nearly one month. Accordingly, it is imperative that the above-described discovery deficiencies be corrected by Caesars as soon as reasonably practicable. Given time constraints, please provide us your availability for a telephonic meet-and-confer on September 14, 2020.

Sincerely,



Paul C. Williams

EXHIBIT 33

EXHIBIT 33

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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 PARIS LAS
VEGAS OPERATING COMPANY, LLC**

Pursuant to Nevada Rule of Civil Procedure 33, Rowen Seibel requests that Paris Las Vegas Operating Company, LLC 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. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

23. “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).

24. “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).

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

26. “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).

27. “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).

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

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

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

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

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

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

24 34. “Ramsay Entity” means any company owned, in whole or in part, directly or
25 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
26 limitation, GR Licensing, LP, Gordon Ramsay Holdings Limited, and RB Restaurant Ventures,
27 LLC.

28

35. “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, located at the LINQ; Gordon Ramsay Steak, located at Harrah’s Resort Atlantic City; Gordon Ramsay Steak, located at Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

36. “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).

37. “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.)

38. “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).

39. “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).

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

41. “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).

42. “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.

43. “You” and “Your” means Paris.

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

45. 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.

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

INTERROGATORIES

INTERROGATORY NO. 1:

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. 2:

For each felony identified in response to Interrogatory No. 1, state whether You terminated the Gaming Employee(s) due to the felony conviction(s).

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 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.

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1 **INTERROGATORY NO. 4:**

2 For each felony identified in response to Interrogatory No. 3, state whether You terminated
3 the contractual relationship(s) due to the felony conviction(s).

4 DATED this 16th day of September, 2020.

5 BAILEY ♦ KENNEDY

6 By: /s/ Joshua P. Gilmore

7 JOHN R. BAILEY

8 DENNIS L. KENNEDY

9 JOSHUA P. GILMORE

10 PAUL C. WILLIAMS

11 STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 16th day of September, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system to the following at their last known address:

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/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 34

EXHIBIT 34

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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 SECOND SET OF
INTERROGATORIES TO PHWLTV, LLC**

Pursuant to Nevada Rule of Civil Procedure 33, Rowen Seibel requests that PHWLV, LLC 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).

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

8 8. “Caesars Palace” means Desert Palace Inc. 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) (including, but not limited to, Caesars Entertainment), affiliate entity(ies)
11 (including, but not limited to, any other of the Caesars entities), attorney(s), accountant(s),
12 manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

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

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

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

23 12. “DNT” means DNT Acquisition LLC and any person(s) or entity(ies) acting or
24 purporting to act on its behalf or 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 13. “DNT Agreement” means the Development, Operation, and License Agreement
28 between DNT and Caesars Palace. (*See* CAESARS072269-314.)

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

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

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

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

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

21 19. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
22 to act on its behalf or under its 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 20. “GRB Agreement” means the Development, Operation and License Agreement
26 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

27 21. “Green” means Craig Green individually and any person(s) or entity(ies) acting or
28 purporting to act on his behalf or under his direction and control, including, without limitation,

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

3 22. "Inventory" means any tangible property, including perishable and non-perishable
4 goods, intended for sale or use at any of the Restaurants.

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

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

13 25. "LLTQ Agreement" means the Development and Operation Agreement between
14 LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

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

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

23 28. "MOTI Agreement" means the Development, Operation and License Agreement
24 between MOTI and Caesars Palace. (*See* CAESARS051785-807.)

25 29. "Nevada Gaming Control Board" means that which is described in NRS 463.030
26 through NRS 463.110.

27 30. "OHS" refers to The Old Homestead Restaurant, Inc. and any person(s) or entity(ies)
28 acting or purporting to act on its behalf or under its direction and control, including, without

1 limitation, any parent entity(ies), affiliate entity(ies), attorney(s) (including, without limitation,
2 Mark J. Connot of Fox Rothschild LLP and Alan M. Lebensfeld of Lebensfeld Sharon & Schwartz
3 P.C.), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
4 representative(s).

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

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

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

22 34. "Ramsay Entity" means any company owned, in whole or in part, directly or
23 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
24 limitation, GR Licensing, LP, Gordon Ramsay Holdings Limited, and RB Restaurant Ventures,
25 LLC.

26 35. "Restaurants" means Gordon Ramsay Pub & Grill, located at Caesars Palace; Gordon
27 Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace; Gordon
28 Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at Planet

1 Hollywood; Gordon Ramsay Fish & Chips, located at the LINQ; Gordon Ramsay Steak, located at
2 Harrah's Resort Atlantic City; Gordon Ramsay Steak, located at Horseshoe Baltimore; and
3 Serendipity 3, previously located at Caesars Palace.

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

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

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

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

19 40. "TPOV Agreement" means the Development and Operation Agreement between
20 TPOV and Paris. (See CAESARS032346-78.)

21 41. "Unsuitability" or "Unsuitable" means a determination by Caesars that a person or
22 entity is an Unsuitable Person (as defined by Caesars) or is associated or affiliated with an
23 Unsuitable Person (e.g., the Seibel Suitability Determination).

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

26 43. "You" and "Your" means Planet Hollywood.

27 44. The term "and" includes the term "or," and the term "or" includes the term "and."
28

1 45. When the context so requires, references to the masculine gender include the
2 feminine and neuter, and references to the feminine gender include the masculine and neuter.

3 46. Singular references include the plural, and plural references include the singular.

4 **INTERROGATORIES**

5 **INTERROGATORY NO. 1:**

6 From January 1, 2010, to the present, identify all felony convictions—regardless of whether
7 resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo contendere*, or an
8 *Alford* plea)—of Gaming Employees employed by You (whether current or former), including: (a)
9 the nature of the felony conviction; and (b) the jurisdiction of the court or tribunal that entered the
10 felony conviction. You may exclude from Your response the names of the Gaming Employees.

11 **INTERROGATORY NO. 2:**

12 For each felony identified in response to Interrogatory No. 1, state whether You terminated
13 the Gaming Employee(s) due to the felony conviction(s).

14 **INTERROGATORY NO. 3:**

15 From January 1, 2010, to the present, identify all felony convictions—regardless of whether
16 resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo contendere*, or an
17 *Alford* plea)—of individuals with whom You had or have a direct or indirect contractual
18 relationship (including employees, agents, representatives, or affiliates of the individual with whom
19 You had or have a direct or indirect contractual relationship), including: (a) the nature of the felony
20 conviction; (b) the date of the felony conviction; and (c) the jurisdiction of the court or tribunal that
21 entered the felony conviction. You may exclude from Your response the names of the individuals.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **INTERROGATORY NO. 4:**

2 For each felony identified in response to Interrogatory No. 3, state whether You terminated
3 the contractual relationship(s) due to the felony conviction(s).

4 DATED this 16th day of September, 2020.

5 BAILEY ♦ KENNEDY

6 By: /s/ Joshua P. Gilmore

7 JOHN R. BAILEY
8 DENNIS L. KENNEDY
9 JOSHUA P. GILMORE
10 PAUL C. WILLIAMS
11 STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 16th day of September, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system to the following at their last known address:

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DEBRA L. SPINELLI DLK@pisanellibice.com
M. MAGALI MERCERA MMM@pisanellibice.com
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/s/ Susan Russo
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EXHIBIT 35

EXHIBIT 35

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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 BOARDWALK
REGENCY CORPORATION D/B/A
CAESARS ATLANTIC CITY**

Pursuant to Nevada Rule of Civil Procedure 33, Rowen Seibel requests that Boardwalk Regency Corporation d/b/a Caesars Atlantic City 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. “Inventory” means any tangible property, including perishable and non-perishable goods, intended for sale or use at any of the Restaurants.

23. “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).

24. “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).

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

26. “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).

27. “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).

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

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

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

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

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

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

24 34. “Ramsay Entity” means any company owned, in whole or in part, directly or
25 indirectly, or any company associated or affiliated in any way with Ramsay, including, without
26 limitation, GR Licensing, LP, Gordon Ramsay Holdings Limited, and RB Restaurant Ventures,
27 LLC.

28

35. “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, located at the LINQ; Gordon Ramsay Steak, located at Harrah’s Resort Atlantic City; Gordon Ramsay Steak, located at Horseshoe Baltimore; and Serendipity 3, previously located at Caesars Palace.

36. “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).

37. “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.)

38. “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).

39. “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).

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

41. “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).

42. “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.

43. “You” and “Your” means CAC.

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

45. 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.

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

INTERROGATORIES

INTERROGATORY NO. 1:

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. 2:

For each felony identified in response to Interrogatory No. 1, state whether You terminated the Gaming Employee(s) due to the felony conviction(s).

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 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.

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1 **INTERROGATORY NO. 4:**

2 For each felony identified in response to Interrogatory No. 3, state whether You terminated
3 the contractual relationship(s) due to the felony conviction(s).

4 DATED this 16th day of September, 2020.

5 BAILEY ♦ KENNEDY

6 By: /s/ Joshua P. Gilmore

7 JOHN R. BAILEY

8 DENNIS L. KENNEDY

9 JOSHUA P. GILMORE

10 PAUL C. WILLIAMS

11 STEPHANIE J. GLANTZ

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 16th day of September, 2020, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system to the following at their last known address:

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/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 36

EXHIBIT 36

Ashley Lacroix

From: Debra Spinelli <dls@pisanellibice.com>
Sent: Friday, September 18, 2020 5:06 PM
To: Joshua Gilmore; Paul Williams; Stephanie Glantz; Susan Russo
Cc: Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; James Pisanelli; Magali Mercera; TENNERT, JOHN; Alan Lebensfeld; Mark J. Connot; BEAVERS, WADE; Kevin M. Sutehall; Aaron.Lovaas@ndlf.com
Subject: Re: Seibel adv. Caesars (depositions)

Hi Josh,

We received your request below for deposition dates, as well as proposed topics for the Seibel Parties' third NRCP 30(b)(6) deposition of the Plaintiffs.

I believe you and Magali previously discussed our objections to a second deposition of Ms. Carletta, as well as to a third NRCP 30(b)(6) deposition of our entity clients. But I will confer with Magali and my client on these issues, and get back to you on where we stand. We also are conferring with our clients about possible dates for the other depositions you request, and will get back to you on all of those issues shortly as well.

In the meantime, we would ask that you please look into and provide potential dates for the following deponents:

- Rowen Seibel (2 days);
- Craig Green, in his individual capacity;
- NRCP 30(b)(6) of FERG, LLC;
- NRCP 30(b)(6) of FERG 16, LLC;
- NRCP 30(b)(6) of MOTI Partners 16, LLC;
- Randall Sayre; and
- Harold Deiters.

Additionally, please let us know who will be appearing as the NRCP 30(b)(6) designee for FERG, FERG 16, and MOTI Partners 16.

We anticipate that these depositions will occur remotely, considering the location of the deponents and the Court's current position on in-person depositions. Please let us know if you disagree.

Thanks,
Debbie

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From: Joshua Gilmore <JGilmore@baileykennedy.com>

Sent: Wednesday, September 16, 2020 3:40 PM

To: Debra Spinelli

Cc: Emily A. Buchwald; Robert A. Ryan; Brittnie T. Watkins; Cinda C. Towne; Diana Barton; James Pisanelli; Magali Mercera; Paul Williams; Stephanie Glantz; Susan Russo

Subject: Seibel adv. Caesars

CAUTION: External Email

Debbie,

Good afternoon.

Please find attached draft topic lists for the 30(b)(6) depositions of your clients. These lists are being provided in order to assist your clients in designating one or more representatives to appear for the depositions. (We reserve the right to amend these topic lists prior to serving the actual deposition notices.) Please review and provide availability in October for these depositions.

Relatedly, we still need to schedule the individual depositions of Amie Sabo, Susan Carletta, and Dwayne Morgan. Please also provide availability in October for their depositions.

Thanks. I'm available to discuss if you have any questions.

Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP

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EXHIBIT 37

EXHIBIT 37

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Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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
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 Boardwalk
12 Regency Corporation d/b/a Caesars Atlantic City ("CAC") is unable to reasonably ascertain what
13 information or documents Rowen Seibel ("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 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 Seibel'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 From January 1, 2010, to the present, identify all felony convictions – regardless of
13 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
14 *contendere*, or an *Alford* plea) – of Gaming Employees employed by You (whether current or
15 former), including: (a) the nature of the felony conviction; and (b) the jurisdiction of the court or
16 tribunal that entered the felony conviction. You may exclude from Your response the names of
17 the Gaming Employees.

18 **ANSWER TO INTERROGATORY NO. 1:**

19 CAC objects to this Interrogatory because it is overly broad in time and scope and thus
20 seeks non-discoverable information. CAC also objects to this Interrogatory because it seeks non-
21 discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to
22 any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned
23 reasons, this Interrogatory also is not proportional to the needs of this case. CAC further objects
24 to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential,
25 financial, private and/or proprietary and/or not otherwise available to the public and is not
26 discoverable. CAC further objects to this Interrogatory because it assumes and/or
27 mischaracterizes facts. Finally, CAC objects to this Interrogatory as it is an invasive fishing
28 expedition designed to annoy and harass.

1 In light of the foregoing, CAC will not respond to this Interrogatory unless and until
2 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
3 Discovery is continuing, and CAC reserves the right to amend and/or supplement this response.

4 **INTERROGATORY NO. 2:**

5 For each felony identified in response to Interrogatory No. 1, state whether You
6 terminated the Gaming Employee(s) due to the felony conviction(s).

7 **ANSWER TO INTERROGATORY NO. 2:**

8 CAC objects to this Interrogatory because it is overly broad in time and scope and thus
9 seeks non-discoverable information. CAC also objects to this Interrogatory because it seeks non-
10 discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to
11 any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned
12 reasons, this Interrogatory also is not proportional to the needs of this case. CAC further objects
13 to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential,
14 financial, private and/or proprietary and/or not otherwise available to the public and is not
15 discoverable. CAC further objects to this Interrogatory because it assumes and/or
16 mischaracterizes facts. Finally, CAC objects to this Interrogatory as it is an invasive fishing
17 expedition designed to annoy and harass.

18 In light of the foregoing, CAC will not respond to this Interrogatory unless and until
19 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
20 Discovery is continuing, and CAC reserves the right to amend and/or supplement this response.

21 **INTERROGATORY NO. 3:**

22 From January 1, 2010, to the present, identify all felony convictions – regardless of
23 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
24 *contendere*, or an *Alford* plea) – of individuals with whom You had or have a direct or indirect
25 contractual relationship (including employees, agents, representatives, or affiliates of the
26 individual with whom You had or have a direct or indirect contractual relationship), including: (a)
27 the nature of the felony conviction; (b) the date of the felony conviction; and (c) the jurisdiction
28

of the court or tribunal that entered the felony conviction. You may exclude from Your response the names of the individuals.

ANSWER TO INTERROGATORY NO. 3:

CAC objects to this interrogatory because it contains two discrete sub-parts and, therefore, is properly considered two separate interrogatories under NRCP 33(a). CAC further objects because the phrase "direct or indirect contractual relationship" and "employees, agents, representatives, or affiliates of the individual with whom you have had or have a direct or indirect contractual relationship" are vague, ambiguous, and subjective, requiring speculation as to their intended meanings. CAC objects to this Interrogatory as unduly burdensome to the extent the terms overlap with the definition of "Gaming Employee" in other interrogatories above, and thus is duplicative. Additionally, this Interrogatory fails to identify with the necessary specificity the entity from which it is seeking information. CAC further objects to this Interrogatory because it is overly broad in time and scope and thus seeks non-discoverable information. CAC also objects to this Interrogatory because it seeks non-discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned reasons, this Interrogatory also is not proportional to the needs of this case. CAC further 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 and is not discoverable. CAC further objects to this Interrogatory because it assumes and/or mischaracterizes facts. Finally, CAC objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

Subject to and without waiving said objections, CAC responds to this Interrogatory by identifying the following individuals who have had a direct contractual relationship with CAC that have a felony conviction:

1. (a) The principal owner of certain tenants was determined to be unsuitable. In 2012, the principal pled guilty to a felony count of willfully making and subscribing a false individual tax return. (b) On or around May 4, 2012.
2. (a) Rowen Seibel was determined due to a criminal tax evasion conviction; (c) On or around April 18, 2016; (c) Southern District of New York

1 Subject to and without waiving said objections, CAC responds to this interrogatory as
2 follows:

- 3 1. The agreement was terminated due to the felony conviction.
4 2. The agreements were terminated due to the felony conviction.

5 Discovery is continuing, and CAC reserves the right to amend and/or supplement this
6 response.

7 DATED this 16th day of October 2020.

8 PISANELLI BICE PLLC

9
10 By: /s/ M. Magali Mercera
11 James J. Pisanelli, Esq., #4027
12 Debra L. Spinelli, Esq., #9695
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24 *Attorneys for Desert Palace, Inc.;*
25 *Paris Las Vegas Operating Company, LLC;*
26 *PHWLV, LLC; and Boardwalk Regency*
27 *Corporation d/b/a Caesars Atlantic City*
28

VERIFICATION

I, Dwayne Morgan, am an authorized representative of Boardwalk Regency Corporation D/B/A Caesars Atlantic City ("CAC"), a party to the above-captioned action. I have read **BOARDWALK REGENCY CORPORATION D/B/A CAESARS ATLANTIC CITY'S RESPONSES TO ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES**, and I verify that the matters stated in the responses are, in part, within my personal knowledge and, in part, based upon the representations of those authorized employees with whom I work; and that there is no individual employee that has personal knowledge of all such matters. These Responses, subject to inadvertent and undiscovered error, are based upon and necessarily limited by the records and information still in existence, presently recollected, and thus far discovered in the course of preparation of such Responses. I further state that CAC reserves the right to make any changes in the Responses if it appears at any time that omissions or errors have been made therein or that more accurate information is available. Subject to the limitations set forth herein, such Responses are true and correct to the best of my knowledge, information and belief.

DATED this 16th day of October 2020.

/s/ Dwayne Morgan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 16th day of October 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 ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES** to the following:

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FERG, LLC, and FERG 16, LLC; and R Squared
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/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 38

EXHIBIT 38

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**PARIS LAS VEGAS OPERATING
COMPANY, 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 Paris Las Vegas
12 Operating Company, LLC ("Paris") is unable to reasonably ascertain what information or
13 documents Rowen Seibel ("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 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 Seibel'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 From January 1, 2010, to the present, identify all felony convictions – regardless of
13 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
14 *contendere*, or an *Alford* plea) – of Gaming Employees employed by You (whether current or
15 former), including: (a) the nature of the felony conviction; and (b) the jurisdiction of the court or
16 tribunal that entered the felony conviction. You may exclude from Your response the names of
17 the Gaming Employees.

18 **ANSWER TO INTERROGATORY NO. 1:**

19 Paris objects to this Interrogatory because it is overly broad in time and scope and thus
20 seeks non-discoverable information. Paris also objects to this Interrogatory because it seeks non-
21 discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to
22 any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned
23 reasons, this Interrogatory also is not proportional to the needs of this case. Paris further objects
24 to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential,
25 financial, private and/or proprietary and/or not otherwise available to the public and is not
26 discoverable. Paris further objects to this Interrogatory because it assumes and/or
27 mischaracterizes facts. Finally, Paris objects to this Interrogatory as it is an invasive fishing
28 expedition designed to annoy and harass.

1 In light of the foregoing, Paris will not respond to this Interrogatory unless and until
2 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
3 Discovery is continuing, and Paris reserves the right to amend and/or supplement this response.

4 **INTERROGATORY NO. 2:**

5 For each felony identified in response to Interrogatory No. 1, state whether You
6 terminated the Gaming Employee(s) due to the felony conviction(s).

7 **ANSWER TO INTERROGATORY NO. 2:**

8 Paris objects to this Interrogatory because it is overly broad in time and scope and thus
9 seeks non-discoverable information. Paris also objects to this Interrogatory because it seeks non-
10 discoverable/irrelevant information unrelated to the subject matter of this action and unrelated to
11 any claim or defense asserted in this action in violation of NRCP 26(b). For the aforementioned
12 reasons, this Interrogatory also is not proportional to the needs of this case. Paris further objects
13 to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential,
14 financial, private and/or proprietary and/or not otherwise available to the public and is not
15 discoverable. Paris further objects to this Interrogatory because it assumes and/or
16 mischaracterizes facts. 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 unless and until
19 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
20 Discovery is continuing, and Paris reserves the right to amend and/or supplement this response.

21 **INTERROGATORY NO. 3:**

22 From January 1, 2010, to the present, identify all felony convictions – regardless of
23 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
24 *contendere*, or an *Alford* plea) – of individuals with whom You had or have a direct or indirect
25 contractual relationship (including employees, agents, representatives, or affiliates of the
26 individual with whom You had or have a direct or indirect contractual relationship), including: (a)
27 the nature of the felony conviction; (b) the date of the felony conviction; and (c) the jurisdiction
28

1 Subject to and without waiving said objections, Paris responds to this interrogatory as
2 follows:

- 3 1. The agreement was terminated due to the felony conviction.
4 2. The agreements were terminated due to the felony conviction.

5 Discovery is continuing, and Paris reserves the right to amend and/or supplement this
6 response.

7 DATED this 16th day of October 2020.

8 PISANELLI BICE PLLC

9
10 By: /s/ M. Magali Mercera
11 James J. Pisanelli, Esq., #4027
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25 *Paris Las Vegas Operating Company, LLC;*
26 *PHWLV, LLC; and Boardwalk Regency*
27 *Corporation d/b/a Caesars Atlantic City*
28

VERIFICATION

I, Dwayne Morgan, am an authorized representative of Paris Las Vegas Operating Company, LLC ("Paris"), a party to the above-captioned action. I have read **PARIS LAS VEGAS OPERATING COMPANY, LLC'S RESPONSES TO ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES**, and I verify that the matters stated in the responses are, in part, within my personal knowledge and, in part, based upon the representations of those authorized employees with whom I work; and that there is no individual employee that has personal knowledge of all such matters. These Responses, subject to inadvertent and undiscovered error, are based upon and necessarily limited by the records and information still in existence, presently recollected, and thus far discovered in the course of preparation of such Responses. I further state that Paris reserves the right to make any changes in the Responses if it appears at any time that omissions or errors have been made therein or that more accurate information is available. Subject to the limitations set forth herein, such Responses are true and correct to the best of my knowledge, information and belief.

DATED this 16th day of October 2020.

_____/s/ Dwayne Morgan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 16th day of October 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 ROWEN SEIBEL'S FIRST SET OF INTERROGATORIES** to the following:

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Global Solutions, LLC, Derivatively on Behalf of
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/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 39

EXHIBIT 39

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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**PHWLTV, LLC'S RESPONSES TO
ROWEN SEIBEL'S SECOND 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 From January 1, 2010, to the present, identify all felony convictions – regardless of
16 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*
17 *contendere*, or an *Alford* plea) – of Gaming Employees employed by You (whether current or
18 former), including: (a) the nature of the felony conviction; and (b) the jurisdiction of the court or
19 tribunal that entered the felony conviction. You may exclude from Your response the names of
20 the Gaming Employees.

21 **ANSWER TO INTERROGATORY NO. 1:**

22 PHWLV objects to this Interrogatory because it is overly broad in time and scope and thus
23 seeks non-discoverable information. PHWLV also objects to this Interrogatory because it seeks
24 non-discoverable/irrelevant information unrelated to the subject matter of this action and
25 unrelated to any claim or defense asserted in this action in violation of NRCP 26(b). For the
26 aforementioned reasons, this Interrogatory also is not proportional to the needs of this case.
27 PHWLV further objects to this Interrogatory to the extent it seeks information that is
28 commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise

1 available to the public and is not discoverable. PHWLV further objects to this Interrogatory
2 because it assumes and/or mischaracterizes facts. Finally, PHWLV objects to this Interrogatory
3 as it is an invasive fishing expedition designed to annoy and harass.

4 In light of the foregoing, PHWLV will not respond to this Interrogatory unless and until
5 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
6 Discovery is continuing, and PHWLV reserves the right to amend and/or supplement this
7 response.

8 **INTERROGATORY NO. 2:**

9 For each felony identified in response to Interrogatory No. 1, state whether You
10 terminated the Gaming Employee(s) due to the felony conviction(s).

11 **ANSWER TO INTERROGATORY NO. 2:**

12 PHWLV objects to this Interrogatory because it is overly broad in time and scope and thus
13 seeks non-discoverable information. PHWLV also objects to this Interrogatory because it seeks
14 non-discoverable/irrelevant information unrelated to the subject matter of this action and
15 unrelated to any claim or defense asserted in this action in violation of NRCP 26(b). For the
16 aforementioned reasons, this Interrogatory also is not proportional to the needs of this case.
17 PHWLV further objects to this Interrogatory to the extent it seeks information that is
18 commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise
19 available to the public and is not discoverable. PHWLV further objects to this Interrogatory
20 because it assumes and/or mischaracterizes facts. Finally, PHWLV objects to this Interrogatory
21 as it is an invasive fishing expedition designed to annoy and harass.

22 In light of the foregoing, PHWLV will not respond to this Interrogatory unless and until
23 Seibel demonstrates how the Interrogatory relates to any claim or defense in this action.
24 Discovery is continuing, and PHWLV reserves the right to amend and/or supplement this
25 response.

26 **INTERROGATORY NO. 3:**

27 From January 1, 2010, to the present, identify all felony convictions – regardless of
28 whether resulting from a trial or a plea of any kind (e.g., a plea of guilty, a plea of *nolo*

1 asserted in this action in violation of NRCP 26(b). For the aforementioned reasons, this
2 Interrogatory also is not proportional to the needs of this case. PHWLV further objects to this
3 Interrogatory to the extent it seeks information that is commercially sensitive, confidential,
4 financial, private and/or proprietary and/or not otherwise available to the public and is not
5 discoverable. PHWLV further objects to this Interrogatory because it assumes and/or
6 mischaracterizes facts. Finally, PHWLV objects to this Interrogatory as it is an invasive fishing
7 expedition designed to annoy and harass.

8 Subject to and without waiving said objections, PHWLV responds to this interrogatory as
9 follows:

- 10 1. The agreement was terminated due to the felony conviction.
- 11 2. The agreements were terminated due to the felony conviction.

12 Discovery is continuing, and PHWLV reserves the right to amend and/or supplement this
13 response.

14 DATED this 16th day of October 2020.

15 PISANELLI BICE PLLC

16 By: /s/ M. Magali Mercera
17 James J. Pisanelli, Esq., #4027
18 Debra L. Spinelli, Esq., #9695
19 M. Magali Mercera, Esq., #11742
20 Brittanie T. Watkins, Esq., #13612
21 400 South 7th Street, Suite 300
22 Las Vegas, Nevada 89101

23 Jeffrey J. Zeiger, P.C., Esq.
24 (admitted *pro hac vice*)
25 William E. Arnault, IV, Esq.
26 (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*

VERIFICATION

I, Dwayne Morgan, am an authorized representative of PHWLTV, LLC ("PHWLTV"), a party to the above-captioned action. I have read **PHWLTV, LLC'S RESPONSES TO ROWEN SEIBEL'S SECOND SET OF INTERROGATORIES**, and I verify that the matters stated in the responses are, in part, within my personal knowledge and, in part, based upon the representations of those authorized employees with whom I work; and that there is no individual employee that has personal knowledge of all such matters. These Responses, subject to inadvertent and undiscovered error, are based upon and necessarily limited by the records and information still in existence, presently recollected, and thus far discovered in the course of preparation of such Responses. I further state that PHWLTV reserves the right to make any changes in the Responses if it appears at any time that omissions or errors have been made therein or that more accurate information is available. Subject to the limitations set forth herein, such Responses are true and correct to the best of my knowledge, information and belief.

DATED this 16th day of October 2020.

_____/s/ Dwayne Morgan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 16th day of October 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 SECOND 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*

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

Aaron D. Lovaas, Esq.
NEWMAYER & DILLON, LLP
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Las Vegas, NV 89069

*Attorneys for Nominal Plaintiff
GR BURGR, LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

EXHIBIT 40

EXHIBIT 40

Ashley Lacroix

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, October 29, 2020 1:37 PM
To: Joshua Gilmore; Susan Russo; Stephanie Glantz; Paul Williams
Cc: Emily A. Buchwald; Robert A. Ryan; Brittanie T. Watkins; Cinda C. Towne; Diana Barton; Debra Spinelli
Subject: RE: Seibel adv. Caesars

Wednesday works. I know Alan responded that he wasn't participating, but I have not yet seen a response from Aaron. Once we hear from him, we'll schedule the large call and we can do ours right after.

Thanks,

M. Magali Mercera

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mmm@pisanellibice.com | www.pisanellibice.com



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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Thursday, October 29, 2020 12:05 PM
To: Magali Mercera <mmm@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Wednesday is better. Let's plan to speak either before or after our call with John regarding depositions. Let me know. Thanks. Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP
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From: Magali Mercera <mmm@pisanellibice.com>

Sent: Thursday, October 29, 2020 10:45 AM

To: Joshua Gilmore <JGilmore@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>

Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>

Subject: RE: Seibel adv. Caesars

Josh –

Thank you for sending the citation; we will review. Following our discussion on Tuesday, we need some time additional time to discuss some of the points raised with our clients. To that end, and to ensure we have a productive meet and confer, can we move our meet and confer to early next week? We are generally available any time on Monday or Wednesday. Please let us know at your earliest convenience.

Thanks,

M. Magali Mercera

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From: Joshua Gilmore <JGilmore@baileykennedy.com>

Sent: Thursday, October 29, 2020 9:27 AM

To: Magali Mercera <mmm@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>

Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>

Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Magali,

That's correct. The notices should be e-served this morning.

Relatedly, during Tuesday's call, Emily requested authority indicating that a witness may be deposed in her individual capacity even if she previously was deposed in a representative capacity as a 30(b)(6) designee for a company. In response to her request, as an example, please see *Sw. Bell Tel., L.P. v. UTEX Communs. Corp.*, No. A-07-CV-435 RP, 2009 U.S. Dist. LEXIS 131706, at *6-8 (W.D. Tex. Sep. 30, 2009).

Thanks.

Josh

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, October 28, 2020 5:11 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Josh and Stephanie –

This email is to confirm that we are scheduled for a follow-up meet and confer tomorrow at 3pm to discuss Caesars' 30(b)(6) deposition. Additionally, as discussed, you will be serving the notices with a placeholder date so that we can serve our formal objections. To be clear, however, we have not yet stipulated to the deposition.

If the deposition goes forward, whether by court order or stipulation of the parties, we will work together on a mutually agreeable date. If this does not comport to your understanding, please let us know promptly.

Regards,

M. Magali Mercera

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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Monday, October 26, 2020 11:32 AM
To: Magali Mercera <mmm@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Assuming your side's availability has not changed, let's plan to speak tomorrow at 3 PM. Please use the following dial in information:

US Toll Free Number: (855) 212-0212

Meeting ID: 154-137-340

Thanks. Josh

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, October 22, 2020 3:35 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Josh –

Thank you for providing the draft deposition topic lists for the depositions of our clients. As you know, your predecessors already took two Rule 30(b)(6) depositions of our clients, including one for the Capital Committee and one for the Compliance Committee. As with individual depositions, serial depositions of entities through Rule 30(b)(6) are disfavored absent stipulation of the parties or court order. Therefore, at this stage we do not believe that another 30(b)(6) deposition of our clients is appropriate or allowed by the rules absent leave of court. Accordingly, please advise of your availability for a meet and confer on this topic next week. We are generally available on Tuesday 10/27 (any time), Wednesday 10/29 (after 2pm), or Friday 10/30 (any time).

Additionally, as discussed previously, we would also like to discuss deposition scheduling. We are working on obtaining dates and will plan to discuss as well during our meet and confer next week.

Thanks,

M. Magali Mercera
PISANELLI BICE, PLLC
Telephone: (702) 214-2100
mmm@pisanellibice.com | www.pisanellibice.com



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From: Joshua Gilmore <JGilmore@baileykennedy.com>

Sent: Wednesday, September 16, 2020 3:41 PM

To: Debra Spinelli <dls@pisanellibice.com>

Cc: Emily A. Buchwald <eab@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>

Subject: Seibel adv. Caesars

CAUTION: External Email

Debbie,

Good afternoon.

Please find attached draft topic lists for the 30(b)(6) depositions of your clients. These lists are being provided in order to assist your clients in designating one or more representatives to appear for the depositions. (We reserve the right to amend these topic lists prior to serving the actual deposition notices.) Please review and provide availability in October for these depositions.

Relatedly, we still need to schedule the individual depositions of Amie Sabo, Susan Carletta, and Dwayne Morgan. Please also provide availability in October for their depositions.

Thanks. I'm available to discuss if you have any questions.

Josh

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