

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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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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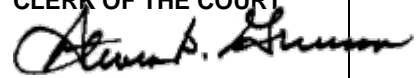
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/s/ Susan Russo

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TAB 74



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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 3 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 3 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
STEPHANIE J. GLANTZ

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

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43	Development Entities, Seibel, and Green Notice of Taking Videotaped Deposition of Desert Palace, Inc., served on October 29, 2020	0410-0427
44	Development Entities, Seibel, and Green Notice of Taking Videotaped Deposition of Paris Las Vegas Operating Company, LLC, served on October 29, 2020	0428-0438
45	Development Entities, Seibel, and Green Notice of Taking Videotaped Deposition of PHWLV, LLC, served on October 29, 2020	0439-0449
46	November 4, 2020 Email Correspondence between Bailey Kennedy and Pisanelli Bice	0450-0465
47	November 12, 2020 Email Correspondence between Pisanelli Bice and Bailey Kennedy	0466-0468
48	November 18, 2020 Email Correspondence between Bailey Kennedy and Pisanelli Bice	0469-0473
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 41

EXHIBIT 41

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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.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**CAESARS PARTIES' FIRST
SUPPLEMENTAL 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 supplement their responses to Defendants' Third Request for Production of
8 Documents as follows. Any new information appears in **bold**.

9 **DEFINITIONS AND GENERAL OBJECTIONS**

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

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

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

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

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

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

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

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.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Subject to and without waiving said objections, see documents previously produced
bearing Bates numbers CAESARS084728-CAESARS084729; CAESARS084730-
CAESARS084732; and CAESARS084733--CAESARS084735. 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
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.

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. 17:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

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 CAESARS003684; CAESARS003686; CAESARS021348-CAESARS021352; CAESARS023132-CAESARS023133; CAESARS035568-CAESARS035736; CAESARS035737-CAESARS035815; CAESARS035818-

1 CAESARS035838; CAESARS072685-CAESARS072686; CAESARS073024-
2 CAESARS073026; CAESARS073482-CAESARS073584; CAESARS073585-
3 CAESARS073593; CAESARS073594-CAESARS073602; CAESARS073603-
4 CAESARS073611; CAESARS073612-CAESARS073621; CAESARS073622-
5 CAESARS073631; CAESARS073632-CAESARS073640; CAESARS073641-
6 CAESARS073649; CAESARS073650-CAESARS073658; CAESARS073659-
7 CAESARS073667; CAESARS073668-CAESARS073677; CAESARS073678-
8 CAESARS073686; CAESARS073687-CAESARS073695; CAESARS073696-
9 CAESARS073705; CAESARS073706-CAESARS073715; CAESARS073716-
10 CAESARS073725; CAESARS073726-CAESARS073736; CAESARS073737-
11 CAESARS073747; CAESARS073748-CAESARS073758; CAESARS074584-
12 CAESARS074585; CAESARS074586-CAESARS074587; and CAESARS076258--

13 CAESARS076260. Plaintiffs will conduct a further search and review for additional documents,
14 and supplement its responses with any additional responsive, non-privileged documents, to the
15 extent they exist and can be located through a reasonable search and review process. Discovery is
16 continuing.

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

18 From January 1, 2010, to the present, produce all communications between You and
19 Ramsay or any Ramsay Entity concerning any of the Restaurants. You may exclude from your
20 response documents produced in response to Request Nos. 1 and 5 contained in the First Set of
21 RFPs.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

23 Plaintiffs object to this Request because it seeks communications between Plaintiffs and
24 Ramsay or any Ramsay Entity that are not relevant to any claims or defenses in this action and
25 not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs also object to
26 this Request as unduly burdensome to the extent it is duplicative of prior requests. Plaintiffs also
27 object to the extent this Request seeks information protected by any absolute or qualified
28 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 CAESARS000518-CAESARS000520; CAESARS000541-CAESARS000545; CAESARS000546-CAESARS000549; CAESARS000598-CAESARS000600; CAESARS000601-CAESARS000603; CAESARS000609-CAESARS000610; CAESARS000611-CAESARS000613; CAESARS000614-CAESARS000616; CAESARS000617-CAESARS000618; CAESARS000628-CAESARS000630; CAESARS000646-CAESARS000647; CAESARS000673-CAESARS000676; CAESARS000677-CAESARS000678; CAESARS001264-CAESARS001266; CAESARS001609-CAESARS001609; CAESARS003475-CAESARS003476; CAESARS003600-CAESARS003601; CAESARS003607-CAESARS003609; CAESARS003724-CAESARS003726; CAESARS003727-CAESARS003729; CAESARS003730-CAESARS003733; CAESARS004383-CAESARS004384; CAESARS005379-CAESARS005381; CAESARS005736-CAESARS005738; CAESARS005744-CAESARS005746; CAESARS005985-CAESARS005987; CAESARS005988; CAESARS005989-CAESARS005992; CAESARS006120-CAESARS006124; CAESARS006141-CAESARS006143; CAESARS006144-CAESARS006146; CAESARS006147-CAESARS006149; CAESARS006172-CAESARS006173; CAESARS006174-CAESARS006175; CAESARS006176-CAESARS006177; CAESARS006178-CAESARS006180; CAESARS006181-CAESARS006183; CAESARS006184-CAESARS006186; CAESARS006860; CAESARS006866-CAESARS006867; CAESARS006877-CAESARS006879; CAESARS007213-CAESARS007216; CAESARS007227-

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5	CAESARS007268;	CAESARS007286-CAESARS007287;	CAESARS007288-
6	CAESARS007290;	CAESARS007407-CAESARS007409;	CAESARS007410-
7	CAESARS007414;	CAESARS007737-CAESARS007738;	CAESARS007739-
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14	CAESARS008809;	CAESARS008841-CAESARS008842;	CAESARS008892-
15	CAESARS008893;	CAESARS008980;	CAESARS009008-CAESARS009010;
16	CAESARS009032-CAESARS009036;		CAESARS009037-CAESARS009039;
17	CAESARS009173-CAESARS009175;		CAESARS009177-CAESARS009178;
18	CAESARS009179-CAESARS009181;		CAESARS009186-CAESARS009188;
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4	CAESARS015423-CAESARS015424;	CAESARS015428-CAESARS015430;	
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26	CAESARS016544;	CAESARS016599-CAESARS016600;	CAESARS016601-
27	CAESARS016602;	CAESARS016603-CAESARS016604;	CAESARS016605-
28	CAESARS016606;	CAESARS016607-CAESARS016608;	CAESARS017355-

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3	CAESARS017472;	CAESARS017487-CAESARS017489;	CAESARS017515-
4	CAESARS017516;	CAESARS017929-CAESARS017931;	CAESARS017932-
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7	CAESARS017957;	CAESARS020274-CAESARS020275;	CAESARS018419-
8	CAESARS018421;	CAESARS018424-CAESARS018426;	CAESARS018428-
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10	CAESARS018475;	CAESARS018498-CAESARS018500;	CAESARS018501-
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13	CAESARS018590;	CAESARS018610-CAESARS018615;	CAESARS018640-
14	CAESARS018641;	CAESARS018642-CAESARS018645;	CAESARS018650-
15	CAESARS018651;	CAESARS018658-CAESARS018659;	CAESARS018660-
16	CAESARS018663;	CAESARS018739-CAESARS018741;	CAESARS018742-
17	CAESARS018746;	CAESARS018772-CAESARS018775;	CAESARS019207-
18	CAESARS019210;CAESARS019221-CAESARS019223; CAESARS019224-CAESARS019226;		
19	CAESARS019227-CAESARS019229;	CAESARS019260-CAESARS019261;	
20	CAESARS019262-CAESARS019263;	CAESARS019915-CAESARS019917;	
21	CAESARS019918-CAESARS019920;	CAESARS019921-CAESARS019922;	
22	CAESARS019923-CAESARS019925;	CAESARS020018-CAESARS020020;	
23	CAESARS020371;	CAESARS020762-CAESARS020764;	CAESARS020767-
24	CAESARS020769;	CAESARS020770-CAESARS020772;	CAESARS020774-
25	CAESARS020776;	CAESARS020785-CAESARS020787;	CAESARS020796-
26	CAESARS020798;	CAESARS020810-CAESARS020811;	CAESARS020833-
27	CAESARS020835;	CAESARS020836; CAESARS020840-CAESARS020842;	
28	CAESARS020895-CAESARS020897;	CAESARS020901-CAESARS020904;	

1	CAESARS020905-CAESARS020908;	CAESARS020913-CAESARS020915;
2	CAESARS020953-CAESARS020956;	CAESARS020968-CAESARS020977;
3	CAESARS020988-CAESARS020992;	CAESARS021008-CAESARS021012;
4	CAESARS021013-CAESARS021018;	CAESARS021019-CAESARS021024;
5	CAESARS021082-CAESARS021085;	CAESARS021108-CAESARS021109;
6	CAESARS021102-CAESARS021103;	CAESARS021246-CAESARS021248;
7	CAESARS021348-CAESARS021352;	CAESARS021367-CAESARS021372;
8	CAESARS021373-CAESARS021463;	CAESARS021464-CAESARS021471;
9	CAESARS021472-CAESARS021561;	CAESARS021562-CAESARS021588;
10	CAESARS021639-CAESARS021699;	CAESARS021715-CAESARS021717;
11	CAESARS021735-CAESARS021738;	CAESARS021850-CAESARS021851;
12	CAESARS021986-CAESARS021988;	CAESARS021989-CAESARS021991;
13	CAESARS021992-CAESARS021994;	CAESARS021995-CAESARS021997;
14	CAESARS023170-CAESARS023172;	CAESARS023173-CAESARS023175;
15	CAESARS023176-CAESARS023178;	CAESARS023179-CAESARS023182;
16	CAESARS023183-CAESARS023185;	CAESARS023328-CAESARS023330;
17	CAESARS023337-CAESARS023338;	CAESARS023342-CAESARS023344;
18	CAESARS023350-CAESARS023351;	CAESARS023421-CAESARS023423;
19	CAESARS023498-CAESARS023499;	CAESARS023500-CAESARS023503;
20	CAESARS023517-CAESARS023518;	CAESARS023519-CAESARS023522;
21	CAESARS023762-CAESARS023764;	CAESARS023830-CAESARS023832;
22	CAESARS024066-CAESARS024067;	CAESARS024482-CAESARS024483;
23	CAESARS024582-CAESARS024607;	CAESARS024608-CAESARS024612;
24	CAESARS024779-CAESARS024780;	CAESARS025098-CAESARS025100;
25	CAESARS025105-CAESARS025106;	CAESARS025109-CAESARS025110;
26	CAESARS025111-CAESARS025112;	CAESARS025438-CAESARS025441;
27	CAESARS025445-CAESARS025448;	CAESARS025449-CAESARS025452;
28	CAESARS025456-CAESARS025458;	CAESARS025591-CAESARS025592;

1	CAESARS025595-CAESARS025596;	CAESARS025773-CAESARS025775;
2	CAESARS026019-CAESARS026021;	CAESARS026022-CAESARS026024;
3	CAESARS026025-CAESARS026027;	CAESARS026032-CAESARS026035;
4	CAESARS026104-CAESARS026109;	CAESARS026331-CAESARS026335;
5	CAESARS026336-CAESARS026341;	CAESARS026371-CAESARS026372;
6	CAESARS026384-CAESARS026386;	CAESARS026387-CAESARS026389;
7	CAESARS026391-CAESARS026393;	CAESARS026394-CAESARS026396;
8	CAESARS026397-CAESARS026399;	CAESARS026400-CAESARS026402;
9	CAESARS026403-CAESARS026405;	CAESARS026406-CAESARS026408;
10	CAESARS026409-CAESARS026411;	CAESARS026412-CAESARS026414;
11	CAESARS026415-CAESARS026417;	CAESARS026418-CAESARS026420;
12	CAESARS026421-CAESARS026424;	CAESARS026425-CAESARS026428;
13	CAESARS026474-CAESARS026476;	CAESARS026477-CAESARS026479;
14	CAESARS026480-CAESARS026482;	CAESARS026487-CAESARS026489;
15	CAESARS026494-CAESARS026495;	CAESARS026496-CAESARS026499;
16	CAESARS026502-CAESARS026503;	CAESARS026504-CAESARS026505;
17	CAESARS026506-CAESARS026507;	CAESARS026508-CAESARS026510;
18	CAESARS026511-CAESARS026513;	CAESARS026518-CAESARS026520;
19	CAESARS026695; CAESARS026715-CAESARS026716;	CAESARS027064-CAESARS027070;
20	CAESARS027071-CAESARS027077;	CAESARS027097-CAESARS027098;
21	CAESARS027099-CAESARS027100;	CAESARS027101-CAESARS027102;
22	CAESARS027103-CAESARS027106;	CAESARS027107-CAESARS027108;
23	CAESARS027306-CAESARS027310;	CAESARS027370-CAESARS027374;
24	CAESARS027653-CAESARS027655;	CAESARS027665-CAESARS027667;
25	CAESARS027820-CAESARS027821;	CAESARS027956-CAESARS027957;
26	CAESARS027958-CAESARS027959;	CAESARS028071-CAESARS028072;
27	CAESARS028073-CAESARS028074;	CAESARS028078-CAESARS028079;
28	CAESARS028265-CAESARS028266;	CAESARS028267-CAESARS028268;

1	CAESARS028367-CAESARS028368;	CAESARS028384-CAESARS028386;
2	CAESARS028387-CAESARS028388;	CAESARS028389-CAESARS028390;
3	CAESARS028433-CAESARS028434;	CAESARS028435-CAESARS028438;
4	CAESARS028445-CAESARS028446;	CAESARS028447-CAESARS028450;
5	CAESARS028581-CAESARS028582;	CAESARS028583-CAESARS028586;
6	CAESARS028587-CAESARS028588;	CAESARS028601-CAESARS028602;
7	CAESARS028603-CAESARS028604;	CAESARS028609-CAESARS028610;
8	CAESARS028611-CAESARS028612;	CAESARS028613-CAESARS028615;
9	CAESARS028619-CAESARS028620;	CAESARS028654-CAESARS028655;
10	CAESARS028763-CAESARS028764;	CAESARS029381-CAESARS029382;
11	CAESARS029384-CAESARS029385;	CAESARS029386-CAESARS029387;
12	CAESARS030105-CAESARS030106;	CAESARS030107-CAESARS030109;
13	CAESARS030110-CAESARS030111;	CAESARS030112-CAESARS030113;
14	CAESARS030118-CAESARS030119;	CAESARS030120-CAESARS030121;
15	CAESARS030138-CAESARS030139;	CAESARS031520-CAESARS031520;
16	CAESARS031521-CAESARS031522;	CAESARS032100-CAESARS032104;
17	CAESARS032105-CAESARS032110;	CAESARS032748-CAESARS032751;
18	CAESARS032752-CAESARS032755;	CAESARS032756-CAESARS032759;
19	CAESARS032760-CAESARS032763;	CAESARS032764-CAESARS032767;
20	CAESARS032768-CAESARS032771;	CAESARS032772-CAESARS032776;
21	CAESARS032777-CAESARS032781;	CAESARS032782-CAESARS032786;
22	CAESARS032787-CAESARS032790;	CAESARS032791-CAESARS032794;
23	CAESARS032795-CAESARS032797;	CAESARS032798-CAESARS032800;
24	CAESARS032801-CAESARS032803;	CAESARS032804-CAESARS032806;
25	CAESARS032807-CAESARS032808;	CAESARS032809-CAESARS032811;
26	CAESARS032847;	CAESARS033250-CAESARS033251; CAESARS033252-
27	CAESARS033255;	CAESARS033272-CAESARS033273; CAESARS033276-
28	CAESARS033277;	CAESARS033283-CAESARS033284; CAESARS033307-

1	CAESARS033308;	CAESARS033324-CAESARS033329;	CAESARS033340-
2	CAESARS033346;	CAESARS033347-CAESARS033352;	CAESARS033371-
3	CAESARS033375;	CAESARS033654;	CAESARS034217-CAESARS034218;
4	CAESARS034288-CAESARS034289;		CAESARS034293-CAESARS034297;
5	CAESARS034308-CAESARS034313;		CAESARS034317-CAESARS034318;
6	CAESARS034390-CAESARS034391;		CAESARS034400-CAESARS034401;
7	CAESARS034411-CAESARS034412;		CAESARS034584-CAESARS034586;
8	CAESARS034587-CAESARS034588;		CAESARS034589-CAESARS034590;
9	CAESARS034591-CAESARS034592;		CAESARS034593-CAESARS034594;
10	CAESARS034595-CAESARS034596;		CAESARS034603-CAESARS034604;
11	CAESARS034644-CAESARS034645;		CAESARS034854-CAESARS034856;
12	CAESARS034857-CAESARS034858;		CAESARS034859-CAESARS034860;
13	CAESARS034873-CAESARS034874;		CAESARS034875-CAESARS034877;
14	CAESARS034882-CAESARS034884;		CAESARS035100-CAESARS035102;
15	CAESARS035105-CAESARS035107;		CAESARS035108-CAESARS035110;
16	CAESARS035113-CAESARS035114;		CAESARS035568-CAESARS035736;
17	CAESARS035737-CAESARS035815;		CAESARS035818-CAESARS035838;
18	CAESARS036233;	CAESARS036297-CAESARS036302;	CAESARS036303-
19	CAESARS036308;	CAESARS036356-CAESARS036360;	CAESARS036467-
20	CAESARS036468;	CAESARS036479-CAESARS036480;	CAESARS036549-
21	CAESARS036550;	CAESARS036551-CAESARS036552;	CAESARS036553-
22	CAESARS036555;	CAESARS036556-CAESARS036558;	CAESARS036559-
23	CAESARS036560;	CAESARS036564-CAESARS036566;	CAESARS036567-
24	CAESARS036569;	CAESARS036571-CAESARS036573;	CAESARS037047-
25	CAESARS037049;	CAESARS037050-CAESARS037052;	CAESARS037462;
26	CAESARS037463;	CAESARS037760;	CAESARS037762;
27	CAESARS037790-CAESARS037793;	CAESARS039590;	CAESARS041507;
28	CAESARS042243-CAESARS042316;	CAESARS042566;	CAESARS043471-

1	CAESARS043473;	CAESARS043526-CAESARS043528;	CAESARS043531-
2	CAESARS043533;	CAESARS043816-CAESARS043818;	CAESARS043904-
3	CAESARS043906;	CAESARS043910-CAESARS043913;	CAESARS043914-
4	CAESARS043917;	CAESARS043939-CAESARS043941;	CAESARS044148-
5	CAESARS044151;	CAESARS044205-CAESARS044210;	CAESARS044216-
6	CAESARS044221;	CAESARS044522-CAESARS044525;	CAESARS044526-
7	CAESARS044530;	CAESARS044536-CAESARS044541;	CAESARS044552-
8	CAESARS044555;	CAESARS044623-CAESARS044626;	CAESARS047720;
9	CAESARS049024-CAESARS049026;	CAESARS049174-CAESARS049175;	
10	CAESARS049352-CAESARS049353;	CAESARS049354-CAESARS049356;	
11	CAESARS049521-CAESARS049527;	CAESARS051255-CAESARS051257;	
12	CAESARS051295-CAESARS051297;	CAESARS051298-CAESARS051300;	
13	CAESARS051303-CAESARS051305;	CAESARS051328-CAESARS051330;	
14	CAESARS051351;	CAESARS051392-CAESARS051394;	CAESARS051424-
15	CAESARS051426;	CAESARS051449-CAESARS051451;	CAESARS051463-
16	CAESARS051464;	CAESARS051509-CAESARS051511;	CAESARS051531-
17	CAESARS051533;	CAESARS051542-CAESARS051545;	CAESARS051574-
18	CAESARS051575;	CAESARS051593-CAESARS051597;	CAESARS051616-
19	CAESARS051619;	CAESARS051660-CAESARS051662;	CAESARS051663-
20	CAESARS051665;	CAESARS051693-CAESARS051696;	CAESARS051703-
21	CAESARS051705;	CAESARS051716-CAESARS051718;	CAESARS051719-
22	CAESARS051721;	CAESARS051726-CAESARS051728;	CAESARS051729-
23	CAESARS051732;	CAESARS051779-CAESARS051783;	CAESARS070641-
24	CAESARS070645;	CAESARS075065-CAESARS075072;	CAESARS076258--
25	CAESARS076260. Plaintiffs will conduct a further search and review for additional documents,		
26	and supplement its responses with any additional responsive, non-privileged documents, to the		
27	extent they exist and can be located through a reasonable search and review process. Discovery is		
28	continuing.		

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS012498-CAESARS012566; CAESARS016574-CAESARS016575; CAESARS016590-CAESARS016592; CAESARS016728-CAESARS016797; CAESARS016798-CAESARS016867; CAESARS016798-CAESARS016867; CAESARS016868-CAESARS016937; CAESARS020668-CAESARS020670; CAESARS020671-CAESARS020673; CAESARS036045-CAESARS036046; CAESARS036049-CAESARS036050; CAESARS036064-CAESARS036065; CAESARS036079-CAESARS036080; CAESARS036082-CAESARS036083; CAESARS036096; CAESARS036099-CAESARS036100; CAESARS036104-CAESARS036105; CAESARS036108-CAESARS036109; CAESARS036153-CAESARS036154; CAESARS036258-CAESARS036259; CAESARS036263-CAESARS036264; CAESARS036265-CAESARS036266; CAESARS043136-CAESARS043137; CAESARS043154; CAESARS043163-CAESARS043164; CAESARS043508-CAESARS043509; CAESARS043812-CAESARS043813; CAESARS043822-CAESARS043823; CAESARS043992-CAESARS043993; CAESARS044156-CAESARS044157; CAESARS044186-CAESARS044190; CAESARS050923; CAESARS050924-CAESARS050925; CAESARS050943-CAESARS050945; CAESARS050948-CAESARS050950; CAESARS050951; CAESARS050956; CAESARS050957; CAESARS050996; CAESARS051004; CAESARS051034-CAESARS051035; CAESARS051060-CAESARS051061; CAESARS051070; CAESARS051084; CAESARS051183-CAESARS051186; CAESARS051293-CAESARS051294; CAESARS051301-CAESARS051302; CAESARS051312-CAESARS051314; CAESARS051315-CAESARS051316; CAESARS051326-CAESARS051327; CAESARS051352; CAESARS051354-CAESARS051356; CAESARS051357-CAESARS051358; CAESARS051359; CAESARS051361-CAESARS051362; CAESARS051367-CAESARS051368; CAESARS051379-CAESARS051380; CAESARS051395-

1	CAESARS051400;	CAESARS051403-CAESARS051404;	CAESARS051409-
2	CAESARS051410;	CAESARS051411-CAESARS051412;	CAESARS051413-
3	CAESARS051414;	CAESARS051432-CAESARS051433;	CAESARS051435-
4	CAESARS051436;	CAESARS051443-CAESARS051444;	CAESARS051445-
5	CAESARS051446;	CAESARS051447-CAESARS051448;	CAESARS051454-
6	CAESARS051455;	CAESARS051505-CAESARS051506;	CAESARS051701-
7	CAESARS051702;	CAESARS075073-CAESARS075076;	CAESARS075849-
8	CAESARS075852;	CAESARS075853-CAESARS075856;	CAESARS075857-
9	CAESARS075859;	CAESARS076001-CAESARS076004;	CAESARS076012-
10	CAESARS076015;	CAESARS076076-CAESARS076080;	CAESARS076081-
11	CAESARS076084;	CAESARS076085-CAESARS076088;	CAESARS076089-
12	CAESARS076092;	CAESARS076244-CAESARS076247;	CAESARS076248-
13	CAESARS076251;	CAESARS076434-CAESARS076437;	CAESARS076438-
14	CAESARS076441;	CAESARS076641-CAESARS076643;	CAESARS076872-
15	CAESARS076875;	CAESARS077014-CAESARS077017;	CAESARS077018-
16	CAESARS077021;	CAESARS084236-CAESARS084239;	CAESARS084281-
17	CAESARS084355;	CAESARS084356-CAESARS084430;	CAESARS084431-
18	CAESARS084505;	CAESARS084506-CAESARS084507;	CAESARS084508-
19	CAESARS084510;	CAESARS084511-CAESARS084513;	CAESARS084514-
20	CAESARS084516;	CAESARS084517-CAESARS084519;	CAESARS084523-
21	CAESARS084527;	CAESARS084532-CAESARS084533;	CAESARS084534-
22	CAESARS084539;	CAESARS084545-CAESARS084551;	CAESARS084552-
23	CAESARS084558;	CAESARS084559-CAESARS084566;	CAESARS084567-
24	CAESARS084574;	CAESARS084575-CAESARS084576;	CAESARS084578-
25	CAESARS084651;	CAESARS084674-CAESARS084676;	CAESARS084677-
26	CAESARS084678;	CAESARS084707-CAESARS084710;	CAESARS084711-
27	CAESARS084714;	CAESARS084736-CAESARS084739;	CAESARS084740-
28	CAESARS084754;	CAESARS084757-CAESARS084759;	CAESARS084760-

1 CAESARS084763; CAESARS084764-CAESARS084766; CAESARS084767-
2 CAESARS084769; CAESARS084770-CAESARS084775; CAESARS084776-
3 CAESARS084780; CAESARS084781-CAESARS084785; CAESARS084789-
4 CAESARS084795; CAESARS084796-CAESARS084802; CAESARS084803-
5 CAESARS084809; CAESARS084810-CAESARS084813; CAESARS084814-
6 CAESARS084818; CAESARS084819-CAESARS084821; CAESARS084828-
7 CAESARS084832; CAESARS084913-CAESARS084916; CAESARS084917-
8 CAESARS084919; and CAESARS084920-CAESARS084922.

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

13 **REQUEST FOR PRODUCTION NO. 19:**

14 From January 1, 2010, to the present, produce all documents reflecting any joint defense
15 agreement(s) between You and Ramsay.

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

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

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,

1 including, but not limited to, the attorney-client privilege, a common interest privilege, the
2 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
3 exemption.

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

9 **REQUEST FOR PRODUCTION NO. 64:**

10 From January 1, 2009, to the present, produce all internal communications concerning any
11 prospective or actual Benefits given by, or received from, any Vendor, including, without
12 limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's
13 Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage), Desert Meats & Provisions,
14 Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of
15 PepsiCo and Miller Brewing Company products.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 64:**

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

1 this Request seeks information protected by any absolute or qualified privilege or exemption,
2 including, but not limited to, the attorney-client privilege, a common interest privilege, the
3 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
4 exemption.

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

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

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

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

19 Plaintiffs object to this Request because it is confusing and unintelligible. To the extent
20 this Request seeks documents unrelated to Defendants' kickback scheme, Plaintiffs object to this
21 Request as overly broad and unduly burdensome because it seeks information not relevant to any
22 claims or defenses in this action. Plaintiffs further object because the Request is thus not
23 reasonably calculated to lead to the discovery of admissible evidence and disproportionate to the
24 needs of the case. Plaintiffs also object to this Request because the terms "Vendor" and "Benefit,"
25 as defined, are overly broad to the extent they request records that are not relevant to any party's
26 claim or defense. Plaintiffs also object to this Request because the terms "prospective," and
27 "actual" are vague and ambiguous, as used, requiring speculation as to their intended meaning.
28 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 extent it seeks information related to entities 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 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

1 to this Request as disproportional to the needs of the case due to its breadth and each and all of
2 the aforementioned objections.

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

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

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

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

15 Plaintiffs object to this Request because it is vague, ambiguous, confusing, and generally
16 unintelligible. Plaintiffs also object to this Request as overly broad and unduly burdensome to the
17 extent it seeks information related to entities that is not relevant to any claims or defenses in this
18 action and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs
19 also object to this Request because the term "Vendor," as defined, is overly broad to the extent it
20 requests records that are not relevant to any party's claim or defense. Plaintiffs also object to this
21 Request because the terms "reflecting," "invoices," "bills of sale," receipts," and "purchase of
22 products or services" are vague and ambiguous, requiring speculation as to their intended
23 meaning. Plaintiffs also object to this Request to the extent it seeks documents that contain
24 commercially sensitive, confidential, financial, private, and/or propriety information and/or
25 documents not otherwise available to the public and are not discoverable. Plaintiffs further object
26 to this Request as disproportional to the needs of the case due to its breadth and each and all of
27 the aforementioned objections.

28

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 **REQUEST FOR PRODUCTION NO. 70:**

6 From January 1, 2009, to the present, produce all documents reflecting your policies and
7 procedures concerning Business Information Forms. You may exclude from your response
8 documents produced in response to Request No. 37 contained in the First Set of RFPs.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70:**

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

21 Subject to and without waiving said objections, see documents previously produced
22 bearing Bates numbers CAESARS061870-CAESARS061896 and CAESARS081021-
23 CAESARS081042. Plaintiffs will conduct a further search and review for additional documents,
24 and supplement its responses with any additional responsive, non-privileged documents, to the
25 extent they exist and can be located through a reasonable search and review process. Discovery is
26 continuing.

27 **REQUEST FOR PRODUCTION NO. 71:**

28 Produce all documents concerning Section 4.3.2 of the GRB Ramsay Agreement.

REQUEST FOR PRODUCTION NO. 77:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 77:

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 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. 78:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 78:

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 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. 79:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 79:

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 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. 80:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 80:

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. 81:

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

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.

REQUEST FOR PRODUCTION NO. 83:

Produce all communications between You and OHS concerning your termination of the Development Agreements. You may exclude from your response documents produced in response to Request Nos. 5, 21, 29, and 31 contained in the First Set of RFPs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 83:

Plaintiffs 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

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 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's 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. 103:

Produce all communications with Your counsel reflecting the advice that You received from your counsel related to continuing to make payments to the Development Entities following the Seibel Suitability Determination, such advice being referenced by Your counsel in open court in the matter of *In re: Caesars Entertainment Operating Company, Inc., et al.*, No. 15 B 01145, United States Bankruptcy Court, Northern District of Illinois (Eastern Division). (*See* Tr., Feb. 15, 2017, at 22:9-16 ("Non-debtor Caesars affiliates like Burger, which is one of the 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. 103:

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 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's 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.

REQUEST FOR PRODUCTION NO. 111:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 111:

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 object to this Request because the term "general ledgers" is vague and ambiguous, requiring speculation as to its intended meaning. Plaintiffs also 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 extent it seeks documents (including confidential, sensitive, financial, and/or proprietary information) from Plaintiffs and/or other entities unrelated to any claim or defense. 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, accountant-client privilege, and the consulting expert exemption. Plaintiffs further object to this Request as unduly burdensome inasmuch as it seeks documents already in the possession, custody, and control of Defendants.

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

REQUEST FOR PRODUCTION NO. 112:

For each Restaurant from the date of its opening to the present, produce all documents reflecting how You accounted for Benefits received from Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, when calculating operating expenses for the Restaurant.

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 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

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 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 118**

6 Subject to and without waiving said objections, as a compromise during meet and
7 confer discussions, Plaintiffs confirmed that would conduct a reasonable search for and
8 produce non-privileged responsive documents, if any, in a supplemental response. Discovery
9 is continuing.

10 DATED this 23rd day of October 2020.

11 PISANELLI BICE PLLC

12 By: /s/ Emily A. Buchwald, Bar #13442

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28 *PHWLV, LLC; and Boardwalk Regency*
Corporation d/b/a Caesars Atlantic City

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 23rd 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 **CAESARS PARTIES' FIRST SUPPLEMENTAL 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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EXHIBIT 42

EXHIBIT 42

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOTICE OF TAKING VIDEOTAPED
DEPOSITION OF BOARDWALK REGENCY
CORPORATION D/B/A CAESARS
ATLANTIC CITY**

Date Of Deposition: December 9, 2020
Time Of Deposition: 9:00 A.M PST

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

2 PLEASE TAKE NOTICE that pursuant to NRCP 30(b)(6), Rowen Seibel (“Seibel”); Moti
3 Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”);
4 LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises
5 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); Craig Green
6 (“Green”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT
7 Acquisition LLC (“DNT”) intend to take the deposition of Boardwalk Regency Corporation d/b/a
8 Caesars Atlantic City (“CAC”) on the 9th day of December, 2020, beginning at 9:00 a.m. Pacific
9 Standard Time, via video conference (e.g., Zoom), with the login information and password to be
10 provided by email in advance of the deposition. The deposition shall be taken upon oral
11 examination before a notary public or other person authorized to administer oaths who will record
12 the deposition stenographically and by audio/video means. Examination will continue from day to
13 day until completed. You are invited to attend and cross examine.

14 CAC must designate one or more officers, directors, or managing agents, or other persons
15 who consent to testify on its behalf, regarding the matters as described in the attached Schedule A.

16 DATED this 29th day of October, 2020.

17 BAILEY❖KENNEDY

18 By: /s/ Joshua P. Gilmore

19 JOHN R. BAILEY
20 DENNIS L. KENNEDY
21 JOSHUA P. GILMORE
22 PAUL C. WILLIAMS
23 STEPHANIE J. GLANTZ

24 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
25 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
26 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
27 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
28 *Squared Global Solutions, LLC, Derivatively On Behalf of*
DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 29th day of October, 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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Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

SCHEDULE A – TOPICS OF INQUIRY

DEFINITIONS

1. “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, payments, and all other items or forms of value.

2. “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).

3. “Caesars Entertainment” means Caesars Entertainment Corporation 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) (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).

4. “Caesars” means Caesars Palace, Paris, Planet Hollywood, and 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 Brittnie 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).

5. “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).

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

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

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

9. “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).

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

11. “First Amended Complaint” means the First Amended Complaint filed by Caesars on March 11, 2020.

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

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

1 14. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
2 (See CAESARS037410-48.)

3 15. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
4 to 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 16. “Green” means Craig Green individually and any person(s) or entity(ies) acting or
8 purporting to act on his behalf or under his direction and control, including, without limitation,
9 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
10 other representative(s).

11 17. “GRB Agreement” means the Development, Operation and License Agreement
12 between GRB and Planet Hollywood. (See CAESARS000199-242.)

13 18. “LLTQ” means LLTQ Enterprises, 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), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
16 director(s), agent(s), employee(s), and other representative(s).

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

21 20. “LLTQ Agreement” means the Development and Operation Agreement between
22 LLTQ and Caesars Palace. (See CAESARS000276-310.)

23 21. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or
24 purporting to act on its behalf or under its direction and control, including, without limitation, any
25 parent 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 22. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or
28 purporting to act on its behalf or under its direction and control, including, without limitation, any

parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

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

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

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

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

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

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

5 29. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace;
6 Gordon Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace;
7 Gordon Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at
8 Planet Hollywood; Gordon Ramsay Fish & Chips, located at the LINQ; Gordon Ramsay Steak,
9 located at Horseshoe Baltimore; Gordon Ramsay Steak, located at Harrah’s Resort Atlantic City;
10 Gordon Ramsay Steak, located at Harrah’s Kansas City; and Serendipity 3, previously located at
11 Caesars Palace.

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

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

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

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

26 34. “Vendor” means any person, entity, and/or group of persons and/or entities that sells
27 and/or provides products, goods, and/or services to any of the Restaurants, including, but not limited
28 to, Innis & Gunn Brewing Company, Marathon Enterprises, Inc., Pat La Frieda Meat Purveyors,

1 Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats &
2 Provisions, Premier Meat Company, Sysco Corporation, US Foods, Great Buns Bakery, Get Fresh,
3 and distributors of PepsiCo and Miller Brewing Company products—together with any person(s) or
4 entity(ies) acting or purporting to act on behalf of any Vendor or under the direction and control of
5 any Vendor, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s),
6 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
7 representative(s).

8 35. "Identify," "Identity," and/or "Identities," when used in connection with a person,
9 means that Caesars must state the person's name, last known address, telephone number, fax
10 number, e-mail address, employer or business affiliation, and occupation or business position. When
11 used in connection with a business or entity, it means that Caesars must state the name of the
12 business or entity, its address, telephone number, fax number, e-mail address, the nature of its
13 business or other activities, and its principals, officers, and/or directors.

14 36. The term "and" includes the term "or," and the term "or" includes the term "and."

15 37. When the context so requires, references to the masculine gender include the
16 feminine and neuter, and references to the feminine gender include the masculine and neuter.

17 38. Singular references include the plural, and plural references include the singular.

18 TOPICS OF INQUIRY

19 1. CAC's policies, procedures, and practices, from May 1, 2014 to the present,
20 concerning Benefits provided by Vendors to CAC (including its employees and officers), with
21 emphasis on:

- 22 (a) Reporting of Benefits by employees and officers;
23 (b) Tracking of the value of Benefits; and
24 (c) Accounting of the value of Benefits on CAC's books and records, such as for
25 purposes of calculating net income for Gordon Ramsay Pub & Grill in Atlantic City.

26 2. All Benefits that CAC received from Vendors for Gordon Ramsay Pub & Grill in
27 Atlantic City, whether directly or indirectly as a part of Caesars Entertainment, from May 1, 2014 to
28 the present, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b)

1 the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit,
2 rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary
3 beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the
4 Benefit was conferred upon CAC or any other entity associated or affiliated with Caesars
5 Entertainment, or an officer, director, agent, employee, or other representative of CAC or Caesars
6 Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net
7 income for Gordon Ramsay Pub & Grill in Atlantic City, including during the time in which CAC
8 was performing under the FERG Agreement.

9 3. All communications with Vendors for Gordon Ramsay Pub & Grill in Atlantic City,
10 from May 1, 2014 to the present, concerning Benefits, including: (a) the date(s) of the
11 communications; (b) the names and positions of the individuals who were involved in the
12 communications; and (c) a summary of the communications.

13 4. All communications with Vendors for Gordon Ramsay Pub & Grill in Atlantic City,
14 from May 1, 2014 to the present, concerning pricing for goods and/or services, including: (a) the
15 date(s) of the communications; (b) the names and positions of the individuals who were involved in
16 the communications; and (c) a summary of the communications.

17 5. All communications with Ramsay and Ramsay Entities concerning Benefits received
18 from Vendors—whether by CAC, another entity associated or affiliated with Caesars Entertainment,
19 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
20 Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

21 6. All communications with Ramsay and Ramsay Entities concerning pricing for goods
22 and/or services for Gordon Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

23 7. All internal communications concerning Benefits received from Vendors—whether
24 by CAC, another entity associated or affiliated with Caesars Entertainment, Ramsay, a Ramsay
25 Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon Ramsay Pub & Grill in
26 Atlantic City, from May 1, 2014 to the present.

27 8. All communications with FERG and FERG 16 concerning Benefits received from
28 Vendors—whether by CAC, another entity associated or affiliated with Caesars Entertainment,

1 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
2 Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

3 9. All communications with Seibel and Green concerning Benefits received from
4 Vendors—whether by CAC, another entity associated or affiliated with Caesars Entertainment,
5 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
6 Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

7 10. All communications with FERG and FERG 16 concerning pricing for goods and/or
8 services for Gordon Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

9 11. All communications with Seibel and Green concerning pricing for goods and/or
10 services for Gordon Ramsay Pub & Grill in Atlantic City, from May 1, 2014 to the present.

11 12. All investigations conducted by CAC concerning the “kickbacks” alleged in
12 Paragraphs 134 through 144 of the First Amended Complaint.

13 13. All communications with Vendors concerning the “kickbacks” alleged in Paragraphs
14 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications;
15 (b) the names and positions of the individuals who were involved in the communications; and (c) a
16 summary of the communications.

17 14. All facts supporting the basis of CAC’s contention that “Mr. Seibel, Mr. Green, and
18 the Seibel-Affiliated Entities’ representatives [engaged in] a conspiratorial scheme to engage in
19 commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as alleged in
20 Paragraph 144 of the First Amended Complaint.

21 15. All facts supporting the basis of CAC’s contention that it suffered damages as a result
22 of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint.

23 16. All damages sustained by CAC as a result of the “kickbacks” alleged in Paragraphs
24 134 through 144 of the First Amended Complaint.

EXHIBIT 43

EXHIBIT 43

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
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702.562.8820

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

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

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOTICE OF TAKING VIDEOTAPED
DEPOSITION OF DESERT PALACE, INC.**

Date Of Deposition: December 8, 2020
Time Of Deposition: 9:00 A.M PST

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

2 PLEASE TAKE NOTICE that pursuant to N.R.C.P. 30(b)(6), Rowen Seibel (“Seibel”); Moti
3 Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”);
4 LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises
5 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); Craig Green
6 (“Green”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT
7 Acquisition LLC (“DNT”) intend to take the deposition of Desert Palace, Inc. (“Desert Palace”) on
8 the 8th day of December, 2020, beginning at 9:00 a.m. Pacific Standard Time, via video conference
9 (e.g., Zoom), with the login information and password to be provided by email in advance of the
10 deposition. The deposition shall be taken upon oral examination before a notary public or other
11 person authorized to administer oaths who will record the deposition stenographically and by
12 audio/video means. Examination will continue from day to day until completed. You are invited to
13 attend and cross examine.

14 Desert Palace must designate one or more officers, directors, or managing agents, or other
15 persons who consent to testify on its behalf, regarding the matters as described in the attached
16 Schedule A.

17 DATED this 29th day of October, 2020.

18 BAILEY❖KENNEDY

19 By: /s/ Joshua P. Gilmore

20 JOHN R. BAILEY
21 DENNIS L. KENNEDY
22 JOSHUA P. GILMORE
23 PAUL C. WILLIAMS
24 STEPHANIE J. GLANTZ

25 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
26 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
27 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
28 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
Squared Global Solutions, LLC, Derivatively On Behalf of
DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 29th day of October, 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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DEBRA L. SPINELLI
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SCHEDULE A – TOPICS OF INQUIRY

DEFINITIONS

1. “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, payments, and all other items or forms of value.

2. “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).

3. “Caesars Entertainment” means Caesars Entertainment Corporation 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) (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).

4. “Caesars” means Caesars Palace, Paris, Planet Hollywood, and 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 Brittnie 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).

5. “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).

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

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

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

9. “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).

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

11. “First Amended Complaint” means the First Amended Complaint filed by Caesars on March 11, 2020.

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

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

1 14. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
2 (See CAESARS037410-48.)

3 15. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
4 to 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 16. “Green” means Craig Green individually and any person(s) or entity(ies) acting or
8 purporting to act on his behalf or under his direction and control, including, without limitation,
9 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
10 other representative(s).

11 17. “GRB Agreement” means the Development, Operation and License Agreement
12 between GRB and Planet Hollywood. (See CAESARS000199-242.)

13 18. “LLTQ” means LLTQ Enterprises, 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), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
16 director(s), agent(s), employee(s), and other representative(s).

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

21 20. “LLTQ Agreement” means the Development and Operation Agreement between
22 LLTQ and Caesars Palace. (See CAESARS000276-310.)

23 21. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or
24 purporting to act on its behalf or under its direction and control, including, without limitation, any
25 parent 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 22. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or
28 purporting to act on its behalf or under its direction and control, including, without limitation, any

parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

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

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

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

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

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

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

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

30. “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).

31. “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), officer(s), director(s), agent(s), employee(s), and other representative(s).

32. “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).

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

34. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to any of the Restaurants, including, but not limited to, Innis & Gunn Brewing Company, Marathon Enterprises, Inc., Pat La Frieda Meat Purveyors,

1 Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats &
2 Provisions, Premier Meat Company, Sysco Corporation, US Foods, Great Buns Bakery, Get Fresh,
3 and distributors of PepsiCo and Miller Brewing Company products—together with any person(s) or
4 entity(ies) acting or purporting to act on behalf of any Vendor or under the direction and control of
5 any Vendor, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s),
6 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
7 representative(s).

8 35. "Identify," "Identity," and/or "Identities," when used in connection with a person,
9 means that Caesars must state the person's name, last known address, telephone number, fax
10 number, e-mail address, employer or business affiliation, and occupation or business position. When
11 used in connection with a business or entity, it means that Caesars must state the name of the
12 business or entity, its address, telephone number, fax number, e-mail address, the nature of its
13 business or other activities, and its principals, officers, and/or directors.

14 36. The term "and" includes the term "or," and the term "or" includes the term "and."

15 37. When the context so requires, references to the masculine gender include the
16 feminine and neuter, and references to the feminine gender include the masculine and neuter.

17 38. Singular references include the plural, and plural references include the singular.

18 TOPICS OF INQUIRY

19 1. Desert Palace's policies, procedures, and practices, from March 1, 2009 to the
20 present, concerning Benefits provided by Vendors to Desert Palace (including its employees and
21 officers), with emphasis on:

22 (a) Reporting of Benefits by employees and officers;
23 (b) Tracking of the value of Benefits; and
24 (c) Accounting of the value of Benefits on Desert Palace's books and records,
25 such as for purposes of calculating net income for those Restaurants operated by Desert Palace.

26 2. All Benefits that Desert Palace received from Vendors for Gordon Ramsay Pub &
27 Grill at Caesars Palace, whether directly or indirectly as a part of Caesars Entertainment, from
28 November 1, 2011 to the present, including for each Benefit: (a) the identity of the Vendor who

provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated with Caesars Entertainment, or an officer, director, agent, employee, or other representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net income for Gordon Ramsay Pub & Grill at Caesars Palace, including during the time in which Desert Palace was performing under the LLTQ Agreement.

3. All Benefits that Desert Palace received from Vendors for Serendipity 3 at Caesars Palace, whether directly or indirectly as a part of Caesars Entertainment, from March 1, 2009 to December 31, 2016, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated with Caesars Entertainment, or an officer, director, agent, employee, or other representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net income for Serendipity 3 at Caesars Palace, including during the time in which Desert Palace was performing under the MOTI Agreement.

4. All Benefits that Desert Palace received from Vendors for Old Homestead Steakhouse at Caesars Palace, whether directly or indirectly as a part of Caesars Entertainment, from June 1, 2011 to the present, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated with Caesars Entertainment, or an officer, director, agent, employee, or other representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for

1 when calculating net income for Old Homestead Steakhouse at Caesars Palace, including during the
2 time in which Desert Palace was performing under the DNT Agreement.

3 5. All Benefits that Desert Palace received from Vendors for Gordon Ramsay Fish &
4 Chips at the LINQ, whether directly or indirectly as a part of Caesars Entertainment, from October 1,
5 2016 to the present, including for each Benefit: (a) the identity of the Vendor who provided the
6 Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash
7 back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food,
8 complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit;
9 (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated
10 with Desert Palace or Caesars Entertainment, or an officer, director, agent, employee, or other
11 representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit
12 was accounted for when calculating net income for Gordon Ramsay Fish & Chips at the LINQ.

13 6. All Benefits that Desert Palace, or an entity associated or affiliated with Desert Palace
14 (such as CBAC), received from Vendors for Gordon Ramsay Steak at Horseshoe Baltimore, whether
15 directly or indirectly as a part of Caesars Entertainment, from June 1, 2017 to the present, including
16 for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b) the date that the
17 Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount,
18 gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel
19 accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was
20 conferred upon Desert Palace or any other entity associated or affiliated with Desert Palace or
21 Caesars Entertainment (such as CBAC), or an officer, director, agent, employee, or other
22 representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit
23 was accounted for when calculating net profits for Gordon Ramsay Steak at Horseshoe Baltimore.

24 7. All Benefits that Desert Palace, or an entity associated or affiliated with Desert
25 Palace, received from Vendors for Gordon Ramsay Steak at Harrah's Kansas City, whether directly
26 or indirectly as a part of Caesars Entertainment, from November 1, 2019 to the present, including for
27 each Benefit: (a) the identity of the Vendor who provided the Benefit; (b) the date that the Benefit
28 was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift

card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated with Desert Palace or Caesars Entertainment, or an officer, director, agent, employee, or other representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net profits for Gordon Ramsay Steak at Harrah's Kansas City.

8. All Benefits that Desert Palace, or an entity associated or affiliated with Desert Palace, received from Vendors for Gordon Ramsay Steak at Harrah's Resort Atlantic City, whether directly or indirectly as a part of Caesars Entertainment, from June 1, 2017 to the present, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b) the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit, rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the Benefit was conferred upon Desert Palace or any other entity associated or affiliated with Desert Palace or Caesars Entertainment, or an officer, director, agent, employee, or other representative of Desert Palace or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net profits for Gordon Ramsay Steak at Harrah's Resort Atlantic City.

9. All communications with Vendors for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present, concerning Benefits, including: (a) the date(s) of the communications; (b) the names and positions of the individuals who were involved in the communications; and (c) a summary of the communications.

10. All communications with Vendors for Serendipity 3 at Caesars Palace, from March 1, 2009 to December 31, 2016, concerning Benefits, including: (a) the date(s) of the communications; (b) the names and positions of the individuals who were involved in the communications; and (c) a summary of the communications.

11. All communications with Vendors for Old Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present, concerning Benefits, including: (a) the date(s) of the

1 communications; (b) the names and positions of the individuals who were involved in the
2 communications; and (c) a summary of the communications.

3 12. All communications with Vendors for Gordon Ramsay Fish & Chips at the LINQ,
4 from October 1, 2016 to the present, concerning Benefits, including: (a) the date(s) of the
5 communications; (b) the names and positions of the individuals who were involved in the
6 communications; and (c) a summary of the communications.

7 13. All communications with Vendors for Gordon Ramsay Steak at Horseshoe Baltimore,
8 from June 1, 2017 to the present, concerning Benefits, including: (a) the date(s) of the
9 communications; (b) the names and positions of the individuals who were involved in the
10 communications; and (c) a summary of the communications.

11 14. All communications with Vendors for Gordon Ramsay Steak at Harrah's Kansas
12 City, from November 1, 2019 to the present, concerning Benefits, including: (a) the date(s) of the
13 communications; (b) the names and positions of the individuals who were involved in the
14 communications; and (c) a summary of the communications.

15 15. All communications with Vendors for Gordon Ramsay Steak at Harrah's Resort
16 Atlantic City, from June 1, 2017 to the present, concerning Benefits, including: (a) the date(s) of the
17 communications; (b) the names and positions of the individuals who were involved in the
18 communications; and (c) a summary of the communications.

19 16. All communications with Vendors for Gordon Ramsay Pub & Grill at Caesars Palace,
20 from November 1, 2011 to the present, concerning pricing for goods and/or services, including: (a)
21 the date(s) of the communications; (b) the names and positions of the individuals who were involved
22 in the communications; and (c) a summary of the communications.

23 17. All communications with Vendors for Serendipity 3 at Caesars Palace, from March 1,
24 2009 to December 31, 2016, concerning pricing for goods and/or services, including: (a) the date(s)
25 of the communications; (b) the names and positions of the individuals who were involved in the
26 communications; and (c) a summary of the communications.

27 18. All communications with Vendors for Old Homestead Steakhouse at Caesars Palace,
28 from June 1, 2011 to the present, concerning pricing for goods and/or services, including: (a) the

1 date(s) of the communications; (b) the names and positions of the individuals who were involved in
2 the communications; and (c) a summary of the communications.

3 19. All communications with Vendors for Gordon Ramsay Fish & Chips at the LINQ,
4 from October 1, 2016 to the present, concerning pricing for goods and/or services, including: (a) the
5 date(s) of the communications; (b) the names and positions of the individuals who were involved in
6 the communications; and (c) a summary of the communications.

7 20. All communications with Vendors for Gordon Ramsay Steak at Horseshoe Baltimore,
8 from June 1, 2017 to the present, concerning pricing for goods and/or services, including: (a) the
9 date(s) of the communications; (b) the names and positions of the individuals who were involved in
10 the communications; and (c) a summary of the communications.

11 21. All communications with Vendors for Gordon Ramsay Steak at Harrah's Kansas
12 City, from November 1, 2019 to the present, concerning pricing for goods and/or services, including:
13 (a) the date(s) of the communications; (b) the names and positions of the individuals who were
14 involved in the communications; and (c) a summary of the communications.

15 22. All communications with Vendors for Gordon Ramsay Steak at Harrah's Resort
16 Atlantic City, from June 1, 2017 to the present, concerning pricing for goods and/or services,
17 including: (a) the date(s) of the communications; (b) the names and positions of the individuals who
18 were involved in the communications; and (c) a summary of the communications.

19 23. All communications with Ramsay and Ramsay Entities concerning Benefits received
20 from Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
21 Entertainment, Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—
22 for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present.

23 24. All communications with Ramsay and Ramsay Entities concerning Benefits received
24 from Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
25 Entertainment, Ramsay, or a Ramsay Entity—for Gordon Ramsay Fish & Chips at the LINQ, from
26 October 1, 2016 to the present.

27 25. All communications with Ramsay and Ramsay Entities concerning Benefits received
28 from Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars

1 Entertainment, Ramsay, or a Ramsay Entity—for Gordon Ramsay Steak at Horseshoe Baltimore,
2 from June 1, 2017 to the present.

3 26. All communications with Ramsay and Ramsay Entities concerning Benefits received
4 from Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
5 Entertainment, Ramsay, or a Ramsay Entity—for Gordon Ramsay Steak at Harrah’s Kansas City,
6 from November 1, 2019 to the present.

7 27. All communications with Ramsay and Ramsay Entities concerning Benefits received
8 from Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
9 Entertainment, Ramsay, or a Ramsay Entity—for Gordon Ramsay Steak at Harrah’s Resort Atlantic
10 City, from June 1, 2017 to the present.

11 28. All communications with OHS concerning Benefits received from Vendors—whether
12 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, OHS, the
13 principals of OHS, Seibel or an entity associated or affiliated with Seibel—for Old Homestead
14 Steakhouse at Caesars Palace, from June 1, 2011 to the present.

15 29. All communications with Ramsay and Ramsay Entities concerning pricing for goods
16 and/or services for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the
17 present.

18 30. All communications with Ramsay and Ramsay Entities concerning pricing for goods
19 and/or services for Gordon Ramsay Fish & Chips at the LINQ, from October 1, 2016 to the present.

20 31. All communications with Ramsay and Ramsay Entities concerning pricing for goods
21 and/or services for Gordon Ramsay Steak at Horseshoe Baltimore, from June 1, 2017 to the present.

22 32. All communications with Ramsay and Ramsay Entities concerning pricing for goods
23 and/or services for Gordon Ramsay Steak at Harrah’s Kansas City, from November 1, 2019 to the
24 present.

25 33. All communications with Ramsay and Ramsay Entities concerning pricing for goods
26 and/or services for Gordon Ramsay Steak at Harrah’s Resort Atlantic City, from June 1, 2017 to the
27 present.

28

1 34. All communications with OHS concerning pricing for goods and/or services for Old
2 Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present.

3 35. All internal communications concerning Benefits received from Vendors—whether
4 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Ramsay, a
5 Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon Ramsay Pub &
6 Grill at Caesars Palace, from November 1, 2011 to the present.

7 36. All internal communications concerning Benefits received from Vendors—whether
8 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Seibel or an
9 entity associated or affiliated with Seibel—for Serendipity 3 at Caesars Palace, from March 1, 2009
10 to December 31, 2016.

11 37. All internal communications concerning Benefits received from Vendors—whether
12 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, OHS, the
13 principals of OHS, Seibel or an entity associated or affiliated with Seibel—for Old Homestead
14 Steakhouse at Caesars Palace, from June 1, 2011 to the present.

15 38. All internal communications concerning Benefits received from Vendors—whether
16 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Ramsay, or a
17 Ramsay Entity—for Gordon Ramsay Fish & Chips at the LINQ, from October 1, 2016 to the
18 present.

19 39. All internal communications concerning Benefits received from Vendors—whether
20 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Ramsay, or a
21 Ramsay Entity—for Gordon Ramsay Steak at Horseshoe Baltimore, from June 1, 2017 to the
22 present.

23 40. All internal communications concerning Benefits received from Vendors—whether
24 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Ramsay, or a
25 Ramsay Entity—for Gordon Ramsay Steak at Harrah's Kansas City, from November 1, 2019 to the
26 present.

27 41. All internal communications concerning Benefits received from Vendors—whether
28 by Desert Palace, another entity associated or affiliated with Caesars Entertainment, Ramsay, or a

1 Ramsay Entity—for Gordon Ramsay Steak at Harrah's Resort Atlantic City, from June 1, 2017 to
2 the present.

3 42. All communications with LLTQ and LLTQ 16 concerning Benefits received from
4 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
5 Entertainment, Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—
6 for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present.

7 43. All communications with MOTI and MOTI 16 concerning Benefits received from
8 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
9 Entertainment, Seibel or an entity associated or affiliated with Seibel—for Serendipity 3 at Caesars
10 Palace, from March 1, 2009 to December 31, 2016.

11 44. All communications with DNT and/or R Squared concerning Benefits received from
12 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
13 Entertainment, OHS, the principals of OHS, Seibel or an entity associated or affiliated with Seibel—
14 for Old Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present.

15 45. All communications with Seibel and Green concerning Benefits received from
16 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
17 Entertainment, Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—
18 for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present.

19 46. All communications with Seibel and Green concerning Benefits received from
20 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
21 Entertainment, Seibel or an entity associated or affiliated with Seibel—for Serendipity 3 at Caesars
22 Palace, from March 1, 2009 to December 31, 2016.

23 47. All communications with Seibel and Green concerning Benefits received from
24 Vendors—whether by Desert Palace, another entity associated or affiliated with Caesars
25 Entertainment, OHS, the principals of OHS, Seibel or an entity associated or affiliated with Seibel—
26 for Old Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present.

27 48. All communications with LLTQ and LLTQ 16 concerning pricing for goods and/or
28 services for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present.

1 49. All communications with MOTI and MOTI 16 concerning pricing for goods and/or
2 services for Serendipity 3 at Caesars Palace, from March 1, 2009 to December 31, 2016.

3 50. All communications with DNT and/or R Squared concerning pricing for goods and/or
4 services for Old Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present.

5 51. All communications with Seibel and Green concerning pricing for goods and/or
6 services for Gordon Ramsay Pub & Grill at Caesars Palace, from November 1, 2011 to the present.

7 52. All communications with Seibel and Green concerning pricing for goods and/or
8 services for Serendipity 3 at Caesars Palace, from March 1, 2009 to December 31, 2016.

9 53. All communications with Seibel and Green concerning pricing for goods and/or
10 services for Old Homestead Steakhouse at Caesars Palace, from June 1, 2011 to the present.

11 54. All investigations conducted by Desert Palace concerning the “kickbacks” alleged in
12 Paragraphs 134 through 144 of the First Amended Complaint.

13 55. All communications with Vendors concerning the “kickbacks” alleged in Paragraphs
14 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications;
15 (b) the names and positions of the individuals who were involved in the communications; and (c) a
16 summary of the communications.

17 56. All facts supporting the basis of Desert Palace’s contention that “Mr. Seibel, Mr.
18 Green, and the Seibel-Affiliated Entities’ representatives [engaged in] a conspiratorial scheme to
19 engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as
20 alleged in Paragraph 144 of the First Amended Complaint.

21 57. All facts supporting the basis of Desert Palace’s contention that it suffered damages
22 as a result of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended
23 Complaint.

24 58. All damages sustained by Desert Palace as a result of the “kickbacks” alleged in
25 Paragraphs 134 through 144 of the First Amended Complaint.

EXHIBIT 44

EXHIBIT 44

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

24 GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOTICE OF TAKING VIDEOTAPED
DEPOSITION OF PARIS LAS VEGAS
OPERATING COMPANY, LLC**

Date Of Deposition: December 9, 2020
Time Of Deposition: 1:00 P.M PST

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

2 PLEASE TAKE NOTICE that pursuant to N.R.C.P. 30(b)(6), Rowen Seibel (“Seibel”); Moti
3 Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”);
4 LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises
5 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); Craig Green
6 (“Green”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT
7 Acquisition LLC (“DNT”) intend to take the deposition of Paris Las Vegas Operating Company,
8 LLC (“Paris”) on the 9th day of December, 2020, beginning at 1:00 p.m. Pacific Standard Time, via
9 video conference (e.g., Zoom), with the login information and password to be provided by email in
10 advance of the deposition. The deposition shall be taken upon oral examination before a notary
11 public or other person authorized to administer oaths who will record the deposition stenographically
12 and by audio/video means. Examination will continue from day to day until completed. You are
13 invited to attend and cross examine.

14 Paris must designate one or more officers, directors, or managing agents, or other persons
15 who consent to testify on its behalf, regarding the matters as described in the attached Schedule A.

16 DATED this 29th day of October, 2020.

17 BAILEY❖KENNEDY

18 By: /s/ Joshua P. Gilmore

19 JOHN R. BAILEY
20 DENNIS L. KENNEDY
21 JOSHUA P. GILMORE
22 PAUL C. WILLIAMS
23 STEPHANIE J. GLANTZ

24 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
25 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
26 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
27 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
28 *Squared Global Solutions, LLC, Derivatively On Behalf of*
DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 29th day of October, 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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Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

SCHEDULE A – TOPICS OF INQUIRY

DEFINITIONS

1. “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, payments, and all other items or forms of value.

2. “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).

3. “Caesars Entertainment” means Caesars Entertainment Corporation 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) (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).

4. “Caesars” means Caesars Palace, Paris, Planet Hollywood, and 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 Brittnie 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).

5. “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).

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

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

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

9. “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).

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

11. “First Amended Complaint” means the First Amended Complaint filed by Caesars on March 11, 2020.

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

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

1 14. “FERG Agreement” means the Consulting Agreement between FERG and CAC.
2 (See CAESARS037410-48.)

3 15. “GRB” means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
4 to 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 16. “Green” means Craig Green individually and any person(s) or entity(ies) acting or
8 purporting to act on his behalf or under his direction and control, including, without limitation,
9 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
10 other representative(s).

11 17. “GRB Agreement” means the Development, Operation and License Agreement
12 between GRB and Planet Hollywood. (See CAESARS000199-242.)

13 18. “LLTQ” means LLTQ Enterprises, 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), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
16 director(s), agent(s), employee(s), and other representative(s).

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

21 20. “LLTQ Agreement” means the Development and Operation Agreement between
22 LLTQ and Caesars Palace. (See CAESARS000276-310.)

23 21. “MOTT” means Moti Partners, LLC, and any person(s) or entity(ies) acting or
24 purporting to act on its behalf or under its direction and control, including, without limitation, any
25 parent 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 22. “MOTI 16” means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or
28 purporting to act on its behalf or under its direction and control, including, without limitation, any

parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

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

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

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

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

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

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

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

30. “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).

31. “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).

32. “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).

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

34. “Vendor” means any person, entity, and/or group of persons and/or entities that sells and/or provides products, goods, and/or services to any of the Restaurants, including, but not limited to, Innis & Gunn Brewing Company, Marathon Enterprises, Inc., Pat La Frieda Meat Purveyors,

1 Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats &
2 Provisions, Premier Meat Company, Sysco Corporation, US Foods, Great Buns Bakery, Get Fresh,
3 and distributors of PepsiCo and Miller Brewing Company products—together with any person(s) or
4 entity(ies) acting or purporting to act on behalf of any Vendor or under the direction and control of
5 any Vendor, including, without limitation, any parent entity(ies), affiliate entity(ies), attorney(s),
6 accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other
7 representative(s).

8 35. "Identify," "Identity," and/or "Identities," when used in connection with a person,
9 means that Caesars must state the person's name, last known address, telephone number, fax
10 number, e-mail address, employer or business affiliation, and occupation or business position. When
11 used in connection with a business or entity, it means that Caesars must state the name of the
12 business or entity, its address, telephone number, fax number, e-mail address, the nature of its
13 business or other activities, and its principals, officers, and/or directors.

14 36. The term "and" includes the term "or," and the term "or" includes the term "and."

15 37. When the context so requires, references to the masculine gender include the
16 feminine and neuter, and references to the feminine gender include the masculine and neuter.

17 38. Singular references include the plural, and plural references include the singular.

18 TOPICS OF INQUIRY

19 1. Paris's policies, procedures, and practices, from November 1, 2011 to the present,
20 concerning Benefits provided by Vendors to Paris (including its employees and officers), with
21 emphasis on:

- 22 (a) Reporting of Benefits by employees and officers;
23 (b) Tracking of the value of Benefits; and
24 (c) Accounting of the value of Benefits on Paris's books and records, such as for
25 purposes of calculating net income for Gordon Ramsay Steak.

26 2. All Benefits that Paris received from Vendors for Gordon Ramsay Steak in Las
27 Vegas, whether directly or indirectly as a part of Caesars Entertainment, from November 1, 2011 to
28 the present, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b)

1 the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit,
2 rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary
3 beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the
4 Benefit was conferred upon Paris or any other entity associated or affiliated with Caesars
5 Entertainment, or an officer, director, agent, employee, or other representative of Paris or Caesars
6 Entertainment; and (f) whether the value of the Benefit was accounted for when calculating net
7 income for Gordon Ramsay Steak in Las Vegas, including during the time in which Paris was
8 performing under the TPOV Agreement.

9 3. All communications with Vendors for Gordon Ramsay Steak in Las Vegas, from
10 November 1, 2011 to the present, concerning Benefits, including: (a) the date(s) of the
11 communications; (b) the names and positions of the individuals who were involved in the
12 communications; and (c) a summary of the communications.

13 4. All communications with Vendors for Gordon Ramsay Steak in Las Vegas, from
14 November 1, 2011 to the present, concerning pricing for goods and/or services, including: (a) the
15 date(s) of the communications; (b) the names and positions of the individuals who were involved in
16 the communications; and (c) a summary of the communications.

17 5. All communications with Ramsay and Ramsay Entities concerning Benefits received
18 from Vendors—whether by Paris, another entity associated or affiliated with Caesars Entertainment,
19 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
20 Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

21 6. All communications with Ramsay and Ramsay Entities concerning pricing for goods
22 and/or services for Gordon Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

23 7. All internal communications concerning Benefits received from Vendors—whether
24 by Paris, another entity associated or affiliated with Caesars Entertainment, Ramsay, a Ramsay
25 Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon Ramsay Steak in Las
26 Vegas, from November 1, 2011 to the present.

27 8. All communications with TPOV and TPOV 16 concerning Benefits received from
28 Vendors—whether by Paris, another entity associated or affiliated with Caesars Entertainment,

1 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
2 Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

3 9. All communications with Seibel and Green concerning Benefits received from
4 Vendors—whether by Paris, another entity associated or affiliated with Caesars Entertainment,
5 Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon
6 Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

7 10. All communications with TPOV and TPOV 16 concerning pricing for goods and/or
8 services for Gordon Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

9 11. All communications with Seibel and Green concerning pricing for goods and/or
10 services for Gordon Ramsay Steak in Las Vegas, from November 1, 2011 to the present.

11 12. All investigations conducted by Paris concerning the “kickbacks” alleged in
12 Paragraphs 134 through 144 of the First Amended Complaint.

13 13. All communications with Vendors concerning the “kickbacks” alleged in Paragraphs
14 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications;
15 (b) the names and positions of the individuals who were involved in the communications; and (c) a
16 summary of the communications.

17 14. All facts supporting the basis of Paris’s contention that “Mr. Seibel, Mr. Green, and
18 the Seibel-Affiliated Entities’ representatives [engaged in] a conspiratorial scheme to engage in
19 commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as alleged in
20 Paragraph 144 of the First Amended Complaint.

21 15. All facts supporting the basis of Paris’s contention that it suffered damages as a result
22 of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint.

23 16. All damages sustained by Paris’s as a result of the “kickbacks” alleged in Paragraphs
24 134 through 144 of the First Amended Complaint.

EXHIBIT 45

EXHIBIT 45

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
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702.562.8820

1 JOHN R. BAILEY
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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, LLC;*
13 *TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;*
14 *and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT*
Acquisition, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants,

And

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

Nominal Plaintiff.

26 _____
27 AND ALL RELATED CLAIMS.

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

Consolidated with A-17-760537-B

**NOTICE OF TAKING VIDEOTAPED
DEPOSITION OF PHWLTV, LLC**

Date Of Deposition: December 10, 2020
Time Of Deposition: 9:00 A.M PST

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

2 PLEASE TAKE NOTICE that pursuant to N.R.C.P. 30(b)(6), Rowen Seibel (“Seibel”); Moti
3 Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”);
4 LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises
5 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); Craig Green
6 (“Green”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT
7 Acquisition LLC (“DNT”) intend to take the deposition of PHWLTV, LLC (“Planet Hollywood”) on
8 the 10th day of December, 2020, beginning at 9:00 a.m. Pacific Standard Time, via video conference
9 (e.g., Zoom), with the login information and password to be provided by email in advance of the
10 deposition. The deposition shall be taken upon oral examination before a notary public or other
11 person authorized to administer oaths who will record the deposition stenographically and by
12 audio/video means. Examination will continue from day to day until completed. You are invited to
13 attend and cross examine.

14 Planet Hollywood must designate one or more officers, directors, or managing agents, or
15 other persons who consent to testify on its behalf, regarding the matters as described in the attached
16 Schedule A.

17 DATED this 29th day of October, 2020.

18 BAILEY❖KENNEDY

19 By: /s/ Joshua P. Gilmore

20 JOHN R. BAILEY
21 DENNIS L. KENNEDY
22 JOSHUA P. GILMORE
23 PAUL C. WILLIAMS
24 STEPHANIE J. GLANTZ

25 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
26 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
27 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
28 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R*
Squared Global Solutions, LLC, Derivatively On Behalf of
DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 29th day of October, 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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Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

SCHEDULE A – TOPICS OF INQUIRY

DEFINITIONS

1. “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, payments, and all other items or forms of value.

2. “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).

3. “Caesars Entertainment” means Caesars Entertainment Corporation 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) (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).

4. “Caesars” means Caesars Palace, Paris, Planet Hollywood, and 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 Brittnie 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).

5. “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).

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

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

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

9. “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).

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

11. “First Amended Complaint” means the First Amended Complaint filed by Caesars on March 11, 2020.

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

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

1 14. "FERG Agreement" means the Consulting Agreement between FERG and CAC.
2 (*See* CAESARS037410-48.)

3 15. "GRB" means GR Burgr, LLC, and any person(s) or entity(ies) acting or purporting
4 to 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 16. "Green" means Craig Green individually and any person(s) or entity(ies) acting or
8 purporting to act on his behalf or under his direction and control, including, without limitation,
9 attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and
10 other representative(s).

11 17. "GRB Agreement" means the Development, Operation and License Agreement
12 between GRB and Planet Hollywood. (*See* CAESARS000199-242.)

13 18. "LLTQ" means LLTQ Enterprises, 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), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s),
16 director(s), agent(s), employee(s), and other representative(s).

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

21 20. "LLTQ Agreement" means the Development and Operation Agreement between
22 LLTQ and Caesars Palace. (*See* CAESARS000276-310.)

23 21. "MOTT" means Moti Partners, LLC, and any person(s) or entity(ies) acting or
24 purporting to act on its behalf or under its direction and control, including, without limitation, any
25 parent 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 22. "MOTI 16" means Moti Partners 16, LLC, and any person(s) or entity(ies) acting or
28 purporting to act on its behalf or under its direction and control, including, without limitation, any

parent entity(ies), affiliate entity(ies), attorney(s), accountant(s), manager(s), member(s), officer(s), director(s), agent(s), employee(s), and other representative(s).

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

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

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

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

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

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

5 29. “Restaurants” means Gordon Ramsay Pub & Grill, located at Caesars Palace;
6 Gordon Ramsay Steak, located at Paris; Old Homestead Steakhouse, located at Caesars Palace;
7 Gordon Ramsay Pub & Grill, located at CAC; Gordon Ramsay Burger (f/k/a BurGR), located at
8 Planet Hollywood; Gordon Ramsay Fish & Chips, located at the LINQ; Gordon Ramsay Steak,
9 located at Horseshoe Baltimore; Gordon Ramsay Steak, located at Harrah’s Resort Atlantic City;
10 Gordon Ramsay Steak, located at Harrah’s Kansas City; and Serendipity 3, previously located at
11 Caesars Palace.

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

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

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

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

26 34. “Vendor” means any person, entity, and/or group of persons and/or entities that sells
27 and/or provides products, goods, and/or services to any of the Restaurants, including, but not limited
28 to, Innis & Gunn Brewing Company, Marathon Enterprises, Inc., Pat La Frieda Meat Purveyors,

Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco Corporation, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products—together with any person(s) or entity(ies) acting or purporting to act on behalf of any Vendor or under the direction and control of any Vendor, 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).

35. "Identify," "Identity," and/or "Identities," when used in connection with a person, means that Caesars must state the person's name, last known address, telephone number, fax number, e-mail address, employer or business affiliation, and occupation or business position. When used in connection with a business or entity, it means that Caesars must state the name of the business or entity, its address, telephone number, fax number, e-mail address, the nature of its business or other activities, and its principals, officers, and/or directors.

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

37. 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.

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

TOPICS OF INQUIRY

1. Planet Hollywood's policies, procedures, and practices, from November 1, 2012 to the present, concerning Benefits provided by Vendors to Planet Hollywood (including its employees and officers), with emphasis on:

- (a) Reporting of Benefits by employees and officers;
- (b) Tracking of the value of Benefits; and
- (c) Accounting of the value of Benefits on Planet Hollywood's books and records, such as for purposes of calculating net income for Gordon Ramsay Burger.

2. All Benefits that Planet Hollywood received from Vendors for Gordon Ramsay Burger, whether directly or indirectly as a part of Caesars Entertainment, from November 1, 2012 to the present, including for each Benefit: (a) the identity of the Vendor who provided the Benefit; (b)

1 the date that the Benefit was received; (c) the nature of the Benefit received (e.g., cash back, credit,
2 rebate, discount, gift card, voucher, inventory, event ticket, complimentary food, complimentary
3 beverages, travel accommodations, etc.); (d) an estimate of the value of the Benefit; (e) whether the
4 Benefit was conferred upon Planet Hollywood or any other entity associated or affiliated with
5 Caesars Entertainment, or an officer, director, agent, employee, or other representative of Planet
6 Hollywood or Caesars Entertainment; and (f) whether the value of the Benefit was accounted for
7 when calculating net income for Gordon Ramsay Burger, including during the time in which Planet
8 Hollywood was performing under the GRB Agreement.

9 3. All communications with Vendors for Gordon Ramsay Burger, from November 1,
10 2012 to the present, concerning Benefits, including: (a) the date(s) of the communications; (b) the
11 names and positions of the individuals who were involved in the communications; and (c) a
12 summary of the communications.

13 4. All communications with Vendors for Gordon Ramsay Burger, from November 1,
14 2012 to the present, concerning pricing for goods and/or services, including: (a) the date(s) of the
15 communications; (b) the names and positions of the individuals who were involved in the
16 communications; and (c) a summary of the communications.

17 5. All communications with Ramsay and Ramsay Entities concerning Benefits received
18 from Vendors—whether by Planet Hollywood, another entity associated or affiliated with Caesars
19 Entertainment, Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—
20 for Gordon Ramsay Burger, from November 1, 2012 to the present.

21 6. All communications with Ramsay and Ramsay Entities concerning pricing for goods
22 and/or services for Gordon Ramsay Burger, from November 1, 2012 to the present.

23 7. All internal communications concerning Benefits received from Vendors—whether
24 by Planet Hollywood, another entity associated or affiliated with Caesars Entertainment, Ramsay, a
25 Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—for Gordon Ramsay Burger,
26 from November 1, 2012 to the present.

27 8. All communications with GRB concerning Benefits received from Vendors—whether
28 by Planet Hollywood, another entity associated or affiliated with Caesars Entertainment, Ramsay, a

1 Ramsay Entity, Seibel, or any entity associated or affiliated with Seibel—for Gordon Ramsay
2 Burger, from November 1, 2012 to the present.

3 9. All communications with Seibel and Green concerning Benefits received from
4 Vendors—whether by Planet Hollywood, another entity associated or affiliated with Caesars
5 Entertainment, Ramsay, a Ramsay Entity, Seibel or an entity associated or affiliated with Seibel—
6 for Gordon Ramsay Burger, from November 1, 2012 to the present.

7 10. All communications with GRB concerning pricing for goods and/or services for
8 Gordon Ramsay Burger, from November 1, 2012 to the present.

9 11. All communications with Seibel and Green concerning pricing for goods and/or
10 services for Gordon Ramsay Burger, from November 1, 2012 to the present.

11 12. All investigations conducted by Planet Hollywood concerning the “kickbacks”
12 alleged in Paragraphs 134 through 144 of the First Amended Complaint.

13 13. All communications with Vendors concerning the “kickbacks” alleged in Paragraphs
14 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications;
15 (b) the names and positions of the individuals who were involved in the communications; and (c) a
16 summary of the communications.

17 14. All facts supporting the basis of Planet Hollywood’s contention that “Mr. Seibel, Mr.
18 Green, and the Seibel-Affiliated Entities’ representatives [engaged in] a conspiratorial scheme to
19 engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as
20 alleged in Paragraph 144 of the First Amended Complaint.

21 15. All facts supporting the basis of Planet Hollywood’s contention that it suffered
22 damages as a result of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended
23 Complaint.

24 16. All damages sustained by Planet Hollywood as a result of the “kickbacks” alleged in
25 Paragraphs 134 through 144 of the First Amended Complaint.

EXHIBIT 46

EXHIBIT 46

Ashley Lacroix

From: Paul Williams
Sent: Wednesday, November 4, 2020 2:30 PM
To: Debra Spinelli
Cc: James Pisanelli; Magali Mercera; Brittanie T. Watkins; Robert A. Ryan; Emily A. Buchwald; Diana Barton; Sharon Murnane; Susan Russo; Joshua Gilmore
Subject: RE: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

Hi Debbie,

As to #13, our position is that a common interest privilege could not exist until there was a palpable threat of litigation. We do not believe that a palpable threat of litigation existed until, at best, mid-September 2016; Caesars has withheld numerous documents from August 2016 through mid-September 2016.

Thank you,

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

*****This email is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at (702) 562-8820 and delete this email and any attachments from your workstation or network mail system.*****

From: Debra Spinelli <dls@pisanellibice.com>
Sent: Thursday, October 22, 2020 4:19 PM
To: Paul Williams <PWilliams@baileykennedy.com>
Cc: James Pisanelli <jjp@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>
Subject: Re: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

Thanks, Paul. My apologies for the delay. We had acted upon some of the agreements we reached during the meet and confer and are preparing supplemental responses to the third set of requests for production, but I realize that we did not provide a direct response to your email below. We do so now. Our comments are interlineated below in red.

Thanks,
Debbie

From: Paul Williams <PWilliams@baileykennedy.com>

Sent: Thursday, October 22, 2020 8:20 AM

To: Debra Spinelli

Cc: James Pisanelli; Magali Mercera; Brittnie T. Watkins; Robert A. Ryan; Emily A. Buchwald; Diana Barton; Sharon Murnane; Susan Russo; Joshua Gilmore

Subject: RE: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

CAUTION: External Email

Hi Debbie,

I am following up on my email below.

Thank you,

Paul C. Williams

Bailey Kennedy, LLP

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

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(702) 789-4552 (Direct)

(702) 301-2725 (Cell)

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PWilliams@BaileyKennedy.com

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immediately notify the sender at (702) 562-8820 and delete this email and any attachments from your workstation or network mail system.*****

From: Paul Williams

Sent: Friday, October 9, 2020 4:10 PM

To: 'Debra Spinelli' <dls@pisanellibice.com>

Cc: 'James Pisanelli' <jjp@pisanellibice.com>; 'Magali Mercera' <mmm@pisanellibice.com>; 'Brittnie T. Watkins' <BTW@pisanellibice.com>; 'Robert A. Ryan' <RR@pisanellibice.com>; 'Emily A. Buchwald' <eab@pisanellibice.com>; 'Diana Barton' <DB@pisanellibice.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>

Subject: RE: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

Hi Debbie,

I am writing to follow-up on and confirm (subject to the parties reserving their rights) the matters we discussed at our meet-and-confer on September 24 related to my September 10 letter.

1. Documents/Communications with Frederick/Elite (Third RFP Nos. 1-4)

You indicated, subject to your objection limiting the request to documents/communications concerning the restaurants, that Caesars would identify (by Bates number) documents already produced and evaluate whether any additional production is needed. Please advise if that is incorrect.

DLS: Subject to and without waiving our objections, we agreed to conduct a reasonable search and produce agreements with Frederick or Elite during this time period not related to the restaurants, if any. You agreed that our agreement to produce these documents will not be treated as a waiver with respect to Ramsay or OHS prospective business dealings. We did not agree to search for or produce communications, and you reserved your clients' rights in this regard. We will indicate as much in a supplemental response to RFP Nos. 1-4, which are forthcoming.

2. Prospective Business Dealings with Ramsay/OHS (Third RFP Nos. 13-14, 28)

We agreed to revisit this category after Judge Williams issues a ruling on the Motion to Strike.

DLS: Agreed.

3. Actual/Prospective Joint Defense Agreements with Ramsay/OHS (Third RFP Nos. 19-22, 33-34)

Your latest privilege log identifies a written agreement, dated May 10, 2017, “relating to the parties’ [Caesars and Ramsay] common legal interest in anticipation of litigation, memorialized in writing during the course of litigation.” The parties were not able to resolve their disagreement as to: (i) the discoverability of any joint defense/common interest agreement and; (ii) the earliest date when a common interest/joint defense privilege could apply. If you disagree, please let us know.

DLS: Yes, following our meet and confer, Caesars identified the written agreement on its privilege log. Caesars also intend to supplement our responses to RFP Nos. 19-22 that relate to the joint defense/common interest agreement. Caesars continues to dispute the discoverability/relevancy of the document. However, subject to and without waiving our discoverability/relevancy objection, we agreed to disclose the written agreement on our privilege log and provide the information you requested, and did so. Caesars maintains its privilege and work product objections, and will not agree to produce the document. With respect to your point (ii), we confirm that the parties continue to disagree.

4. Gordon Ramsay Trademark Applications (Third RFP Nos. 37-39)

You indicated that Caesars would identify (by Bates number) documents already produced and evaluate a potential additional production, if needed. Please advise if that is incorrect.

DLS: This is correct, and Caesars will supplement its responses to RFP Nos. 37 -39 consistent with our agreement.

5. Benefits Received by Caesars from Vendors (Third RFP Nos. 63-66)

6. Vendor Invoices/Bills of Sale/Receipts (Third RFP Nos. 68-69)

You indicated that you would discuss these topics with Caesars. Please advise if you have had the opportunity to do so and, if so, whether Caesars stands by its objections or will produce responsive documents.

DLS: Caesars maintains its objections to these requests.

7. Legal Advice Regarding Non-Payments After Suitability Determinations (Third RFP Nos. 102-103)

The parties were not able to resolve their disagreement as to whether Caesars had waived the attorney-client privilege as to legal advice concerning its refusal to pay the Development Entities after it made its suitability determination based on statements made in open court in bankruptcy. (We reviewed *Wynn Resorts v. District Court*, 133 Nev. Adv. Op. 52, 399 P.3d 334 (2017), but do not believe that it applies here.) If you disagree, please let us know.

DLS: While Caesars disagrees with the characterization, we agree that the parties continue to disagree on this point. Caesars maintains its objections and privileges.

8. Eldorado Resorts (Third RFP Nos. 105-106)

Our clients reserve the right to address this category in the future.

9. Financial Documents for the Restaurants (Third RFP Nos. 109-111)

You stated that Caesars previously indicated that there are no other financial documents to produce for the restaurants (e.g., general ledgers), but that you would confirm once more. We will assume that no other types of financial documents exist as requested unless you notify us otherwise.

DLS: I was remiss in reconfirming, but am now awaiting a response. I anticipate, however, the same response, as you indicate above.

10. Accounting for Vendor Benefits (Third RFP Nos. 112-113)

See Nos. 5 & 6, above.

DLS: Caesars maintains its objections to these requests.

11. Potential Ventures with Seibel (Third RFP No. 118)

Our clients reserve the right to address this category in the future.

DLS: During our meet and confer, we asked if there was any information you could provide us from Seibel to assist in a search, as he would have the information to which he may be referring. However, we also agreed to conduct a reasonable search and produce non-privileged documents, if any, in a supplemental response. We will indicate as much in a forthcoming supplemental response to RFP No. 118.

12. Felony Convictions of Gaming Employees (Seibel ROGs to DP Nos. 3-4)

You indicated that you would discuss this topic with Caesars. Please advise if you have had the opportunity to do so and, if so, whether Caesars stands by its objections or will respond to the interrogatories.

DLS: Caesars maintains its objections to these requests.

13. Assertion of Common Interest/Joint Defense Privilege with Ramsay (Third RFPs Nos. 15-18, 78-81, Caesars' Privilege Logs)

See No. 3, above.

DLS: See No. 3 above. However, RFPs 15-18, 78-81 are much broader. The issue with these requests seems to be the Seibel Parties' belief that a common interest could not be asserted at all or a common interest could not be asserted before a certain period of time. Could you please clarify?

14. Deposition of Dwayne Morgan

We will be in touch next week to discuss coordinating dates for this deposition as well as the other depositions that we have requested and that your side has requested.

Thank you,

Paul C. Williams

Bailey Kennedy, LLP

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

(702) 562-8820 (Main)

(702) 789-4552 (Direct)

(702) 301-2725 (Cell)

(702) 562-8821 (Fax)

PWilliams@BaileyKennedy.com

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From: Paul Williams

Sent: Friday, September 18, 2020 10:41 AM

To: 'Debra Spinelli' <dls@pisanellibice.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>

Subject: RE: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

Hi Debbie,

Thank you for your email. Here is a conference line for the meet-and-confer on Monday, at 2:00 p.m.:

(855) 212-0212

Meeting ID: 675-873-065

Thank you,

Paul C. Williams

Bailey Kennedy, LLP

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

(702) 562-8820 (Main)

(702) 789-4552 (Direct)

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*****This email is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at (702) 562-8820 and delete this email and any attachments from your workstation or network mail system.*****

From: Debra Spinelli <dls@pisanellibice.com>

Sent: Thursday, September 17, 2020 8:38 PM

To: Sharon Murnane <SMurnane@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Joshua Gilmore <JGilmore@baileykennedy.com>

Cc: James Pisanelli <jjp@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>

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

Paul –

We are in receipt of, and respond to, your September 10, 2020 letter concerning discovery responses Caesars served on August 24, 2020 to various discovery propounded by the Seibel Parties. We address each of the categories largely in the order they appear in your letter.

1. Documents/Communications with Frederick/Elite (Third RFP Nos. 1-4)

Caesars disagrees with the Seibel Parties' contention that these overbroad requests go to bias. As such, Caesars will continue to conduct a reasonable search and produce non-privileged documents that reflect agreements between Caesars and Frederick and/or Elite related to the restaurants at issue, but Caesars maintains its previously stated position.

2. Prospective Business Dealings with Ramsay/OHS (Third RFP Nos. 13-14, 28)

The Seibel Parties' requests for "prospective business agreements" (however that term is intended to be defined in terms of time) with Ramsay and OHS, and any and all communications related thereto, based only on the fact that they "may show" an interest in terminating the development agreements, has attenuated relevancy, if any at all. *Caesars* exercised its right to terminate the agreements at issue.

Moreover, the plain language of Section 13.22 does not entitle the Seibel Parties to discovery into all Caesars restaurant ventures, actual or contemplated, with Ramsay, OHS, or any other entity.

Caesars's previously stated position remains. We will continue to search for and supplement Caesars's responses to the extent we locate any additional non-privileged documents related to any actual agreements entered into with Ramsay and/or OHS.

3. Actual/Prospective Joint Defense Agreements with Ramsay/OHS (Third RFP Nos. 19-22, 33-34)

Joint defense agreements are neither relevant nor discoverable here. In addition, the existence of a joint defense agreement is not relevant to bias nor any other matter at issue. Joint defense agreements are privileged, and constitute work product as well. *See, e.g., Waller v. Fin. Corp. of Am.*, 828 F.2d 579, 584 (9th Cir. 1987); *Phase II Chin, LLC v. Forum Shops, LLC*, No. 2:08-cv-00162-JCM-GWF, 2010 WL 11636216, at *6 (D. Nev. March 2, 2010); *see also Pac. Coast Steel v. Leany*, No. 2:09-CV-02190-KJD, 2011 WL 4572008, at *3 (D. Nev. Sept. 30, 2011) ("because they are not relevant, they are not discoverable").

Caesars's previously stated position remains.

4. Gordon Ramsay Trademark Applications (Third RFP Nos. 37-39)

The Seibel Parties requested information from the wrong party. Rather than fight over requests for which there are no responsive documents, however, Caesars does not possess trademark applications related to GRB. Perhaps the Seibel Parties should ask Ramsay.

Although Caesars objected to the request, Caesars's productions have included communications with Ramsay related to Ramsay trademark applications concerning GRB. Caesars will supplement its response to identify those communications by Bates numbers, and will supplement its response to include any additional non-privileged responsive documents it may possess.

5. Benefits Received by Caesars from Vendors (Third RFP Nos. 63-66)

The first objection to the subject requests, Nos. 63 to 66, was that the requests were confusing and unintelligible. They were presumably related to Caesars's counterclaims wherein Seibel and Green are alleged to have conspired to receive and received illegal kickbacks from vendors. To the extent the requests sought communications Caesars possessed related to the illegal kickback scheme, Caesars stated it would respond and produce non-privileged communications, to the extent there are any.

But, your meet and confer letter indicates that those requests sought communications related to any benefits *Caesars received* from those vendors. Not only is this not the call of those questions but, even if it was, the documents now requested relate to no claim or defense in this action. There is no allegation that Caesars engaged in an illegal kickback scheme or that the Seibel Parties did not receive amounts due to them from a purported "kickback" scheme. The revised requests seek nonrelevant documents.

Moreover, Seibel, the various Seibel Entities, and Green served interrogatories asking for information related to "benefits" received from Caesars and, each and every time, Caesars objected and stated it would not answer. For example, TPOV propounded the following interrogatory on Paris, and Paris stated its objection, consistent with the above:

INTERROGATORY NO. 1:

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

The same interrogatory was propounded on Caesars by MOTI, LLTQ, and FERG for the same time period for the respective restaurant. The same interrogatory was propounded by TPOV 16, MOTI 16, LLTQ 16 and FERG 16 on Caesars but for the time period from September 2, 2016 to the present. The same interrogatories for both time periods were served on Caesars by R Squared. And the same interrogatories were served by Seibel on PHWLTV with the time periods of pre and post rebranding of the subject restaurant. Caesars's objections and responses were consistent. An example is Paris's response to TPOV's Interrogatory No. 1:

ANSWER TO INTERROGATORY NO. 1:

Paris objects to this Interrogatory because it contains numerous, discrete sub-parts, and is properly considered six separate interrogatories under NRCP 33(a). Paris 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). Paris objects to this Interrogatory because it is overly broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of unidentifiable people (e.g., all employees agents, affiliates, representatives), and for the aforementioned reasons, is not proportional to the needs of this case. Further, Paris objects to this Interrogatory because the definition of "Benefits" is overly broad, argumentative, and not tailored to obtain discoverable information. Paris objects to this Interrogatory to the extent it seeks information that is commercially sensitive, confidential, financial, private and/or proprietary and/or not otherwise available to the public. Paris also objects to this Interrogatory because it assumes and/or mischaracterizes facts. And, finally, Paris objects to this Interrogatory as it is an invasive fishing expedition designed to annoy and harass.

In light of the foregoing, Paris will not respond to this Interrogatory to identify any "Benefits," as defined, unless and until TPOV demonstrates how the Interrogatory is proportional to the needs of this case in relation to any allegation or defense and/or a court order compels responses after a finding of discoverability.

The point is this: what "benefits" Caesars purportedly received from any vendor is not relevant to any claim or defense in this action. Caesars's objections stand.

6. Vendor Invoices/Bills of Sale/Receipts (Third RFP Nos. 68-69)

Similarly, the first objection to the subject requests, Nos. 68 and 69, was that they were vague, ambiguous, confusing, and generally unintelligible. The requests ask for “all documents, including, *without limitation*, invoices, bills of sale, and receipts, reflecting Your purchase of products or services from Vendors, including, *without limitation*” The requests then list vendors related to Caesars's counterclaims wherein Seibel and Green conspired to receive and received illegal kickbacks. The request is so broad that even the Seibel Parties could not identify all that they want or all of the vendors for which they seek years of invoices and receipts. Indeed, the requests seek documents for any and all vendors of services and products used in the restaurants during the time period from January 1, 2009 to the present. The overbreadth of the requests is blatant.

The Seibel Parties state these overbroad requests relate to Caesars's damages for Seibel and Green's illegal kickback scheme, by claiming that the documents will “help establish whether Caesars could have paid less.” But if Seibel and Green received kickbacks from vendors related to services and products used in the restaurants, what amounts Caesars were paid for the services and products is a red herring. The issue is what Seibel and Green received in the amount and form of illegal kickbacks, separate from what the actual purchase price for the services/products were. If there is any relevance to the 11 years of all vendor invoices sought here (and there is not), it is grossly disproportionate to the burden associated with the collection, review, and production.

Caesars's previously stated position remains.

7. Legal Advice Regarding Non-Payments After Suitability Determinations (Third RFP Nos. 102-103)

Caesars maintains its objections to these requests. Seeking and receiving legal advice in the exercise of business judgment does not waive the attorney client privilege that protects the advice received. *Wynn Resorts, Limited v. Eighth Judicial District Court*, 133 Nev. 369, 376, 399 P.3d 334, 343 (2017) (providing that whether advice was sought and relied upon were proper factors to consider; the substance of the advice was not).

8. Eldorado Resorts (Third RFP Nos. 105-106)

Caesars maintains its objections to these requests, including its privileges, the disproportionate nature of the requests, and its blatant purpose to harass and fish.

9. Financial Documents for the Restaurants (Third RFP Nos. 109-111)

As previously indicated, Caesars does not maintain the monthly financial documents you request on a restaurant by restaurant level. Caesars has produced the restaurant financials that it does maintain on a restaurant by restaurant level, i.e., monthly income statements (aka profit and loss statements). And, at your request, we recently supplemented the financial documents to include the August 2020 numbers.

10. Accounting for Vendor Benefits (Third RFP Nos. 112-113)

It is apparent from your letter that the requests at issue here are confusing, to say the least. As reflected above related to the document requests and all of the interrogatories requesting information related to "Benefits"

received from "Vendors," Caesars interpreted these discovery requests as all relating to its counterclaim about the illegal kickback scheme by Seibel and Green. With respect to Request for Production No. 113, which asked for documents that reflect how amounts that were not accounted for in operating expenses were accounted for tax and accounting purposes—amounts for kickbacks that Caesars was unaware of at the time—Caesars objected that the request was "vague, ambiguous, confusing, and generally unintelligible." To that end, although it was unlikely that Caesars had any information related to the accounting for those amounts or non-accounting of the kickbacks Seibel and/or Green received, Caesars responded that it would search for and try to locate non-privileged responsive documents.

It is apparent from your letter that the requests were seeking something different. To the extent Request Nos. 112-113 seek documents related to any "Benefits" Caesars received from any "Vendors," Caesars objects consistent with its objections to Request Nos. 62-66 and to the Interrogatories (listed above) that sought similar information. Caesars will amend its responses accordingly, but, so there is no ambiguity, the amendment will be as follows:

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 in violation of NRCP 26(c). 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, argumentative, and not tailored to obtain discoverable information. Plaintiffs objects to this Request because it is overly broad in time and scope, is unduly burdensome in the detail it seeks and over a general group of unidentifiable people (e.g., all vendors "without limitation. . .") and, for the aforementioned reasons, is not proportional to the needs of this case. Plaintiffs object to this Request because it assumes and/or mischaracterizes 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. And, finally, Plaintiffs objects to this Request as it is an invasive fishing expedition designed to annoy and harass.

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. However, Plaintiffs will not respond to this Request unrelated to Defendants' kickback scheme unless and until the Seibel Parties demonstrate how the Request is proportional to the needs of this case in relation to any allegation or defense and/or a court order compels responses after a finding of discoverability. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

Relatedly, your letter references Caesars's response to Request for Production No. 96. Caesars similarly interpreted that Request as asking for documentation reflecting pricing negotiations with Seibel/Green and vendors related to the kickback Counterclaim. Similar to the above-discussed requests, while Caesars believed few, if any, documents existed, it stated that it would search for and produce any responsive, non-privileged documents that did exist. However, to the extent that the Request is unrelated to the kickback allegations, and seeks information just about pricing negotiations broadly, Caesars's objections are consistent, e.g., the Request is

overly broad, and the requested documents relate to no claim or defense in this action. There is no allegation that Caesars engaged in an illegal kickback scheme or that the Seibel Parties did not receive amounts due to them from a purported "kickback" scheme. The revised request seeks nonrelevant documents. Given the confusion over the Request, Caesars will amend its response to this Request accordingly.

11. Potential Ventures with Seibel (Third RFP No. 118)

To the extent relevant (and it would not be because Caesars was defrauded from the start) or proportional, Seibel would have this in his possession. So, please directly explain what exactly the Seibel Parties are requesting here, whether Seibel has produced the documents or related documents that he is requesting from Caesars, and if so, identify them by Bates number, and if no, please advise why he has not produced them to the extent he believes they are relevant or discoverable.

12. Felony Convictions of Gaming Employees (Seibel ROGs to DP Nos. 3-4)

The subject matter of these interrogatories—information about the felony convictions of any Gaming Employee—is irrelevant to the claims and defenses in this action. Gaming Employees, as defined, are not subject to the same compliance review process as vendors, such as Seibel. Nor do Gaming Employees have an obligation under the Seibel Agreements to ensure that the Business Information Forms were current.

The subject interrogatories are meant to annoy and harass, and it is apparent considering the amount of detail the Seibel Parties seek and the Court's order limiting inquiry into people with whom Caesars does business in the federal action.

13. Assertion of Common Interest/Joint Defense Privilege with Ramsay (Third RFPs Nos. 15-18, 78-81, Caesars' Privilege Logs)

We disagree with the Seibel Parties' asserted standard for the common interest privilege. We agree that there must be a common *legal* interest, but disagree with the standard the Seibel Parties seek to employ from outside of our jurisdiction. Caesars and Ramsay learned of Seibel's felony conviction in August 2016. Rather than being "difficult to conceive," it is a rather simple fact that Caesars anticipated litigation, whether in a courthouse or in a regulatory forum, related to Seibel's suitability issues at that time. In addition, Seibel himself was contemplating litigation not only in August 2016 given the letter exchanges, but also before then given his various efforts to conceal his conviction and his continued involvement in the Seibel-related entities (*e.g.*, the 16 entities).

If the Seibel Parties challenge any specific entry on Caesars's privilege log related to its common interest assertion, please let us know and we will review those entries.

14. Dwayne Morgan

Mr. Morgan's title is Manager Corp Nightclub Compliance. We are inquiring as to his availability for a deposition and will advise.

* * *

As I mentioned in my email to you earlier today, I am available Monday, September 21, 2020, afternoon for a call to discuss any of these issues further, and 2:00 pm Pacific works.

Kind regards,

Debbie

Debra L. Spinelli

Managing Partner

Pisanelli Bice PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

tel 702.214.2100

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Please consider the environment before printing.

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From: Sharon Murnane <SMurnane@baileykennedy.com>

Sent: Thursday, September 10, 2020 4:25 PM

To: James Pisanelli; Debra Spinelli; Magali Mercera; Brittanie T. Watkins; Robert A. Ryan

Cc: Joshua Gilmore; Paul Williams; Susan Russo

Subject: TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC; and Seibel v. PHWLTV, LLC, et al.

CAUTION: External Email

Please see the attached letter to you of today's date from Paul C. Williams.

Thank you.

Sharon Murnane

Litigation Assistant to
Joseph A. Liebman and

Paul Williams
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EXHIBIT 47

EXHIBIT 47

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, November 12, 2020 5:32 PM
To: Joshua Gilmore; Paul Williams; Stephanie Glantz; Susan Russo; Tennert, John
Cc: Cinda C. Towne; Diana Barton; Brittanie T. Watkins; Emily A. Buchwald; Debra Spinelli; Robert A. Ryan
Subject: RE: Seibel adv. Caesars

Josh –

Amie Sabo is still an employee of Caesars, therefore we assumed you would just be serving a notice of deposition. In any event, the name of the documents you forwarded is incorrect. It is “Amie Sabo” not “Amy Sabo.”

We are looking into the dates you provided below and will revert back shortly to confirm whether they work. We are, however, confirmed with Amie Sabo on 11/17 (she is on the East Coast, but indicated that a start time of 9am (PST) / 12pm (EST) is preferable). Additionally, we are confirmed for Dwayne Morgan’s deposition on 12/9. We previously discussed that all of the depositions would likely be remote (by Zoom). In light of Governor Sisolak’s recent recommendations, we assume that all of the depositions will in fact proceed via remote means. Please confirm.

As a follow-up to our meet and confers regarding the depositions of Sue Carletta, we will not object to her individual deposition provided that your additional questions are not duplicative of the testimony that she provided in her capacity as the Rule 30(b)(6) designee for the Compliance Committee. To be clear, we believe that any additional questions related to topics covered in the previous deposition would be duplicative under NRCP 26(b)(2)(C)(i). However, we will not object to her individual deposition in its entirety. Accordingly, we would request confirmation that you will not seek to re-examine Ms. Carletta on those areas already covered in her last deposition. If this acceptable, please let us know and we will endeavor to obtain dates for her deposition.

Additionally, with respect to the now third Rule 30(b)(6) depositions noticed by your clients, we have considered the authority you provided during our meet and confer, and will agree to a limited Rule 30(b)(6) deposition related only to the following topics identified in your notices:

- All investigations conducted by Planet Hollywood concerning the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint.
- All communications with Vendors concerning the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications; (b) the names and positions of the individuals who were involved in the communications; and (c) a summary of the communications.
- All facts supporting the basis of Planet Hollywood’s contention that “Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities’ representatives [engaged in] a conspiratorial scheme to engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars,” as alleged in Paragraph 144 of the First Amended Complaint.
- All facts supporting the basis of Planet Hollywood’s contention that it suffered damages as a result of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint.
- All damages sustained by Planet Hollywood as a result of the “kickbacks” alleged in Paragraphs 134 through 144 of the First Amended Complaint.

By agreeing to the limited deposition on these topics, we are not waiving any specific objections we may have related to the same, including, but not limited to, objections based on privilege, overbreadth, etc. We will serve our objections in short order. As to the other topics listed in your notices, we believe that that they are not limited nor relate to the new

claims brought in our First Amended Complaint. As such, the additional deposition of a 30(b)(6) designee on these topics would be improper and is not permitted under the rules absent a court order.

Finally, you previously indicated that Mr. Green would not appear for his additional deposition unless we agreed to the additional 30(b)(6) deposition. In light of our agreement to the limited, additional depositions of Sue Carletta and a 30(b)(6) designee as outlined above, we assume you will similarly agree to present Mr. Green. If this does not comport to your understanding, please advise promptly.

We are available for a meet and confer tomorrow after 3pm or Monday after 11am to discuss these issues. Please let us know what time works for you.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
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From: Joshua Gilmore <JGilmore@baileykennedy.com>

Sent: Tuesday, November 10, 2020 4:58 PM

To: Magali Mercera <mmm@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Tennert, John <jtennert@fclaw.com>

Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>

Subject: Seibel adv. Caesars

CAUTION: External Email

Good afternoon.

Following our last conversation regarding deposition scheduling, here is what we've tried to pencil out in terms of depositions. These dates should work, although we're still trying to confirm a few on our side.

- Nov. 17 – Amy Sabo
- Nov. 19 – FERG
- Nov. 23 – Rowen Seibel
- Nov. 24/25 – Susan Carletta
- Dec. 1 – Rowen Seibel (placeholder)
- Dec. 3 – Brian Ziegler
- Dec. 4 – FERG 16
- Dec. 7 – Brian Gordon
- Dec. 8 – Caesars 30b6
- Dec. 9 – Dwayne Morgan

- Dec. 10/11 –Caesars 30b6
- Dec. 14 – Scott Scherer
- Dec. 15 – MOTI 16
- Dec. 16 – Harold Deiters
- Dec. 17 – Craig Green
- Dec. 18 – Randy Sayre

(I've attached a subpoena and acceptance of service for Amy Sabo.)

As a practical matter, this is an extremely aggressive schedule. We would not be opposed to extending the time for discovery in order to complete depositions or, alternatively, allowing certain depositions to be taken after the close of discovery. Please let us know everyone's thoughts in that regard. We're also happy to arrange a call this Thursday to discuss.

Thanks.

Josh

Joshua P. Gilmore, Esq. | Bailey Kennedy, LLP
 8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
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EXHIBIT 48

EXHIBIT 48

Ashley Lacroix

From: Joshua Gilmore
Sent: Wednesday, November 18, 2020 2:19 PM
To: Magali Mercera; Paul Williams; Stephanie Glantz; Susan Russo; Tennert, John
Cc: Cinda C. Towne; Diana Barton; Brittnie T. Watkins; Emily A. Buchwald; Debra Spinelli; Robert A. Ryan; James Pisanelli
Subject: RE: Seibel adv. Caesars

We believe that we've satisfied our meet-and-confer obligations related to Caesars' 30(b)(6) deposition. That being said, as we're not filing a motion this afternoon, we're willing to discuss further during a call in order to see if we can reach an agreement without involving the Court. We're also happy to discuss the depositions of Ms. Carletta and Mr. Green. 4:30 PM works for us, please circulate a dial-in. Thanks. Josh

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Wednesday, November 18, 2020 1:36 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fclaw.com>
Cc: Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Brittnie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Josh –

Scott Scherer is confirmed for December 14.

As to your position regarding the Carletta deposition, the Caesars' 30(b)(6) deposition(s), and the Green deposition, we think an additional meet and confer is required to the extent that your position appears to contradict what we discussed during our previous meet and confers. Additionally, as you know, Ms. Carletta is no longer with the company. We have not yet received authorization to accept service of a subpoena on her behalf.

We are today to discuss these deposition issues. Based on the windows you provided below, does 4:30pm work on your end? If so, we will circulate a dial-in.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC



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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, November 17, 2020 6:09 PM
To: Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fclaw.com>
Cc: Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

CAUTION: External Email

Magali,

Please find our responses below. Thanks.

Josh

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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, November 12, 2020 5:32 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Tennert, John <jtennert@fclaw.com>
Cc: Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Brittanie T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Josh –

Amie Sabo is still an employee of Caesars, therefore we assumed you would just be serving a notice of deposition. In any event, the name of the documents you forwarded is incorrect. It is "Amie Sabo" not "Amy Sabo."

Feel free to disregard the subpoena to Ms. Sabo since we proceeded with today's deposition.

We are looking into the dates you provided below and will revert back shortly to confirm whether they work. We are, however, confirmed with Amie Sabo on 11/17 (she is on the East Coast, but indicated that a start time of 9am (PST) / 12pm (EST) is preferable). Additionally, we are confirmed for Dwayne Morgan's deposition on 12/9. We previously discussed that all of the depositions would likely be remote (by Zoom). In light of Governor Sisolak's recent recommendations, we assume that all of the depositions will in fact proceed via remote means. Please confirm.

Based on this email and your subsequent email from yesterday evening: (i) we will release the hold on Nov. 19; (ii) Nov. 23 works for the FERG deposition; (iii) Dec. 1 works for Mr. Seibel's deposition; (iv) we will find out about Dec. 2 for Mr. Seibel, with the understanding that we continue to reserve our objection to two additional days of depositions of Mr. Seibel for reasons already discussed; (v) thank you for confirming Dec. 3 for Mr. Ziegler's deposition (as has John Tennert by separate email); and (vi) we will not be seeking to depose Bruce Stone.

Please let us know as soon as possible about the remaining depositions, as we need to make arrangements if some or all of these depositions are going to proceed on the dates suggested. We agree that depositions will proceed via remote means at this time.

As a follow-up to our meet and confers regarding the depositions of Sue Carletta, we will not object to her individual deposition provided that your additional questions are not duplicative of the testimony that she provided in her capacity as the Rule 30(b)(6) designee for the Compliance Committee. To be clear, we believe that any additional questions related to topics covered in the previous deposition would be duplicative under NRCP 26(b)(2)(C)(i). However, we will not object to her individual deposition in its entirety. Accordingly, we would request confirmation that you will not seek to re-examine Ms. Carletta on those areas already covered in her last deposition. If this acceptable, please let us know and we will endeavor to obtain dates for her deposition.

We disagree that certain topics are off limits at Ms. Carletta's deposition and cannot agree to so limit her deposition. (As a practical matter, it would be very difficult and impractical to implement such a vague limitation and doing so would likely result in numerous unnecessary interruptions during the deposition.) We previously sent case law confirming that our clients have the right to take Ms. Carletta's individual deposition notwithstanding her prior appearance as a 30(b)(6) designee for Caesars. While we certainly have no intention of merely asking her all of the same questions as posed during the 30(b)(6) deposition, we are not prohibited from asking her questions that may touch on or overlap with topics in which she previously appeared to testify for Caesars.

Based on the foregoing, we will serve the notice of deposition. To the extent that Caesars desires to move for a protective order, we believe that the parties have satisfied their meet-and-confer obligations with regard to Ms. Carletta's deposition (although we're happy to further discuss if you would like).

Additionally, with respect to the now third Rule 30(b)(6) depositions noticed by your clients, we have considered the authority you provided during our meet and confer, and will agree to a limited Rule 30(b)(6) deposition related only to the following topics identified in your notices:

- All investigations conducted by Planet Hollywood concerning the "kickbacks" alleged in Paragraphs 134 through 144 of the First Amended Complaint.
- All communications with Vendors concerning the "kickbacks" alleged in Paragraphs 134 through 144 of the First Amended Complaint, including: (a) the date(s) of the communications; (b) the names and positions of the individuals who were involved in the communications; and (c) a summary of the communications.
- All facts supporting the basis of Planet Hollywood's contention that "Mr. Seibel, Mr. Green, and the Seibel-Affiliated Entities' representatives [engaged in] a conspiratorial scheme to engage in commercial bribery for the benefit of Defendants and to the detriment of Caesars," as alleged in Paragraph 144 of the First Amended Complaint.
- All facts supporting the basis of Planet Hollywood's contention that it suffered damages as a result of the "kickbacks" alleged in Paragraphs 134 through 144 of the First Amended Complaint.
- All damages sustained by Planet Hollywood as a result of the "kickbacks" alleged in Paragraphs 134 through 144 of the First Amended Complaint.

By agreeing to the limited deposition on these topics, we are not waiving any specific objections we may have related to the same, including, but not limited to, objections based on privilege, overbreadth, etc. We will serve our objections in short order. As to the other topics listed in your notices, we believe that they are not limited nor relate to the new claims brought in our First Amended Complaint. As such, the additional deposition of a 30(b)(6) designee on these topics would be improper and is not permitted under the rules absent a court order.

We are not agreeable to Caesars' proposal. Mr. Seibel and the Development Entities have every right to take Caesars' 30(b)(6) deposition related to its new claims, even if they previously deposed Caesars with regard to its other claims. Equally, if not more important is Mr. Green's right to take Caesars' 30(b)(6) deposition related to the claims asserted against him. Further, the topics in the 30(b)(6) notices relate to Caesars' new claims; it is wrong to suggest that certain topics are not limited or related to Caesars' new claims or the defenses that were asserted in response to those claims. Because we previously agreed that the parties had satisfied their meet-and-confer obligations with regard to Caesars' 30(b)(6) deposition, we will proceed with a motion for leave to take the depositions as noticed. Based on the time remaining in discovery to complete depositions, we will file such motion with a request for it to be heard on shortened time.

Finally, you previously indicated that Mr. Green would not appear for his additional deposition unless we agreed to the additional 30(b)(6) deposition. In light of our agreement to the limited, additional depositions of Sue Carletta and a 30(b)(6) designee as outlined above, we assume you will similarly agree to present Mr. Green. If this does not comport to your understanding, please advise promptly.

Given Caesars' refusal to produce 30(b)(6) designees as to numerous topics relating to its newly-asserted claims, we believe that the only sensible option is to wait for the Court to determine whether the deposition of Caesars may proceed before scheduling Mr. Green's deposition. If the Court decides that Caesars' 30(b)(6) deposition may proceed as noticed (as we believe the Court will), we will agree to make Mr. Green available for another deposition.

We are available for a meet and confer tomorrow after 3pm or Monday after 11am to discuss these issues. Please let us know what time works for you.

We are available to speak tomorrow (after 4:00 PM) or Thursday (after 1:00 PM) to discuss Mr. Green's deposition and whether the parties are able to complete all remaining depositions by Dec. 18.

Thanks,

M. Magali Mercera

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Sent: Tuesday, November 10, 2020 4:58 PM

To: Magali Mercera <mmm@pisanellibice.com>; Brittne T. Watkins <BTW@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Robert A. Ryan <RR@pisanellibice.com>; Tennert, John <jtennert@fclaw.com>

Cc: Paul Williams <PWilliams@baileykennedy.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo

<SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>

Subject: Seibel adv. Caesars

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- Dec. 17 – Craig Green
- Dec. 18 – Randy Sayre

(I've attached a subpoena and acceptance of service for Amy Sabo.)

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Thanks.

Josh

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EXHIBIT 49

EXHIBIT 49

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**CAESARS PARTIES' SECOND
SUPPLEMENTAL 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 supplement their responses to Defendants' Third Request for Production of
8 Documents as follows. Any new information appears in **bold**.

9 **DEFINITIONS AND GENERAL OBJECTIONS**

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

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

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

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

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

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

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

1 defense in this action. Plaintiffs also object to the extent this Request seeks information protected
2 by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-
3 client privilege, a common interest privilege, the attorney work-product doctrine, and the
4 consulting expert exemption. Plaintiffs also object to this Request because it is overly broad in
5 scope and time thus this Request is not reasonably calculated to lead to the discovery of
6 admissible evidence. Moreover, this Request is designed solely to harass and is nothing more than
7 a fishing expedition.

8 In light of the foregoing, Plaintiffs will not respond to the portion of this Request seeking
9 documents related to prospective business dealings unless and until Defendants demonstrate how
10 the Request is reasonably calculated to lead to the discovery of admissible evidence in relation to
11 any allegation or defense. Subject to and without waiving said objections, see
12 documents previously produced bearing Bates numbers CAESARS003684; CAESARS003686;
13 CAESARS073482-CAESARS073584; CAESARS073585-CAESARS073593; CAESARS073594-
14 CAESARS073602; CAESARS073603-CAESARS073611; CAESARS073612-CAESARS073621;
15 CAESARS073622-CAESARS073631; CAESARS073632-CAESARS073640; CAESARS073641-
16 CAESARS073649; CAESARS073650-CAESARS073658; CAESARS073659-CAESARS073667;
17 CAESARS073668-CAESARS073677; CAESARS073678-CAESARS073686; CAESARS073687-
18 CAESARS073695; CAESARS073696-CAESARS073705; CAESARS073706-CAESARS073715;
19 CAESARS073716-CAESARS073725; CAESARS073726-CAESARS073736; CAESARS073737-
20 CAESARS073747; CAESARS073748-CAESARS073758; CAESARS074584-CAESARS074585; and
21 CAESARS074586-CAESARS074587. Plaintiffs will conduct a further search and review for
22 additional documents, and supplement its responses with any additional responsive, non-
23 privileged documents, to the extent they exist and can be located through a reasonable search and
24 review process. Discovery is continuing.

25 **REQUEST FOR PRODUCTION NO. 15:**

26 From January 1, 2010, to the present, produce all communications between You and
27 Ramsay or any Ramsay Entity concerning Seibel. You may exclude from your response
28 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.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS084728-CAESARS084729; CAESARS084730-CAESARS084732; and CAESARS084733--CAESARS084735. 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.

SECOND SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS025580-CAESARS025582; CAESARS025583-CAESARS025587; CAESARS025588-CAESARS025590; CAESARS034597-CAESARS034602; CAESARS058509-CAESARS058729; CAESARS061451-CAESARS061671; CAESARS075989-CAESARS075992; CAESARS075993-CAESARS075996; and CAESARS088693-CAESARS088703. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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 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.

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. 17:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

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 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
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.

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

6 Subject to and without waiving said objections, see documents previously produced
7 bearing Bates numbers CAESARS000518-CAESARS000520; CAESARS000541-CAESARS000545;
8 CAESARS000546-CAESARS000549; CAESARS000598-CAESARS000600; CAESARS000601-
9 CAESARS000603; CAESARS000609-CAESARS000610; CAESARS000611-CAESARS000613;
10 CAESARS000614-CAESARS000616; CAESARS000617-CAESARS000618; CAESARS000628-
11 CAESARS000630; CAESARS000646-CAESARS000647; CAESARS000673-CAESARS000676;
12 CAESARS000677-CAESARS000678; CAESARS001264-CAESARS001266; CAESARS001609-
13 CAESARS001609; CAESARS003475-CAESARS003476; CAESARS003600-CAESARS003601;
14 CAESARS003607-CAESARS003609; CAESARS003724-CAESARS003726; CAESARS003727-
15 CAESARS003729; CAESARS003730-CAESARS003733; CAESARS004383-CAESARS004384;
16 CAESARS005379-CAESARS005381; CAESARS005736-CAESARS005738; CAESARS005744-
17 CAESARS005746; CAESARS005985-CAESARS005987; CAESARS005988; CAESARS005989-
18 CAESARS005992; CAESARS006120-CAESARS006124; CAESARS006141-CAESARS006143;
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20 CAESARS006173; CAESARS006174-CAESARS006175; CAESARS006176-CAESARS006177;
21 CAESARS006178-CAESARS006180; CAESARS006181-CAESARS006183; CAESARS006184-
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25 CAESARS007249; CAESARS007250-CAESARS007252; CAESARS007253-CAESARS007257;
26 CAESARS007258-CAESARS007259; CAESARS007260-CAESARS007263; CAESARS007267-
27 CAESARS007268; CAESARS007286-CAESARS007287; CAESARS007288-CAESARS007290;
28 CAESARS007407-CAESARS007409; CAESARS007410-CAESARS007414; CAESARS007737-

1 CAESARS007738; CAESARS007739-CAESARS007740; CAESARS007770-CAESARS007772;
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5 CAESARS008426; CAESARS008803-CAESARS008809; CAESARS008845-CAESARS008849;
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7 CAESARS008893; CAESARS008980; CAESARS009008-CAESARS009010; CAESARS009032-
8 CAESARS009036; CAESARS009037-CAESARS009039; CAESARS009173-CAESARS009175;
9 CAESARS009177-CAESARS009178; CAESARS009179-CAESARS009181; CAESARS009186-
10 CAESARS009188; CAESARS012994-CAESARS012995; CAESARS013156-CAESARS013162;
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13 CAESARS013638-CAESARS013639; CAESARS013830-CAESARS013831; CAESARS014081-
14 CAESARS014084; CAESARS014104-CAESARS014105; CAESARS014793-CAESARS014803;
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16 CAESARS014966; CAESARS015013-CAESARS015014; CAESARS015029-CAESARS015031;
17 CAESARS015034-CAESARS015036; CAESARS015043-CAESARS015045; CAESARS015046-
18 CAESARS015047; CAESARS015048-CAESARS015049; CAESARS015061-CAESARS015062;
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20 CAESARS015118; CAESARS015396-CAESARS015398; CAESARS015423-CAESARS015424;
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1 CAESARS016112; CAESARS016166-CAESARS016167; CAESARS016168-CAESARS016171;
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14 CAESARS017470-CAESARS017472; CAESARS017487-CAESARS017489; CAESARS017515-
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17 CAESARS017954; CAESARS017955-CAESARS017957; CAESARS020274-CAESARS020275;
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19 CAESARS027107-CAESARS027108; CAESARS027306-CAESARS027310; CAESARS027370-
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22 CAESARS027959; CAESARS028071-CAESARS028072; CAESARS028073-CAESARS028074;
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24 CAESARS028268; CAESARS028367-CAESARS028368; CAESARS028384-CAESARS028386;
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4 CAESARS029382; CAESARS029384-CAESARS029385; CAESARS029386-CAESARS029387;
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22 CAESARS034313; CAESARS034317-CAESARS034318; CAESARS034390-CAESARS034391;
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28 CAESARS034860; CAESARS034873-CAESARS034874; CAESARS034875-CAESARS034877;

1 CAESARS034882-CAESARS034884; CAESARS035100-CAESARS035102; CAESARS035105-
2 CAESARS035107; CAESARS035108-CAESARS035110; CAESARS035113-CAESARS035114;
3 CAESARS035568-CAESARS035736; CAESARS035737-CAESARS035815; CAESARS035818-
4 CAESARS035838; CAESARS036233; CAESARS036297-CAESARS036302; CAESARS036303-
5 CAESARS036308; CAESARS036356-CAESARS036360; CAESARS036467-CAESARS036468;
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9 CAESARS036569; CAESARS036571-CAESARS036573; CAESARS037047-CAESARS037049;
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13 CAESARS043473; CAESARS043526-CAESARS043528; CAESARS043531-CAESARS043533;
14 CAESARS043816-CAESARS043818; CAESARS043904-CAESARS043906; CAESARS043910-
15 CAESARS043913; CAESARS043914-CAESARS043917; CAESARS043939-CAESARS043941;
16 CAESARS044148-CAESARS044151; CAESARS044205-CAESARS044210; CAESARS044216-
17 CAESARS044221; CAESARS044522-CAESARS044525; CAESARS044526-CAESARS044530;
18 CAESARS044536-CAESARS044541; CAESARS044552-CAESARS044555; CAESARS044623-
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20 CAESARS049175; CAESARS049352-CAESARS049353; CAESARS049354-CAESARS049356;
21 CAESARS049521-CAESARS049527; CAESARS051255-CAESARS051257; CAESARS051295-
22 CAESARS051297; CAESARS051298-CAESARS051300; CAESARS051303-CAESARS051305;
23 CAESARS051328-CAESARS051330; CAESARS051351; CAESARS051392-CAESARS051394;
24 CAESARS051424-CAESARS051426; CAESARS051449-CAESARS051451; CAESARS051463-
25 CAESARS051464; CAESARS051509-CAESARS051511; CAESARS051531-CAESARS051533;
26 CAESARS051542-CAESARS051545; CAESARS051574-CAESARS051575; CAESARS051593-
27 CAESARS051597; CAESARS051616-CAESARS051619; CAESARS051660-CAESARS051662;
28 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.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Subject to and without waiving said objections, see documents previously produced
bearing Bates numbers CAESARS012498-CAESARS012566; CAESARS016574-CAESARS016575;
CAESARS016590-CAESARS016592; CAESARS016728-CAESARS016797; CAESARS016798-
CAESARS016867; CAESARS016798-CAESARS016867; CAESARS016868-CAESARS016937;
CAESARS020668-CAESARS020670; CAESARS020671-CAESARS020673; CAESARS036045-
CAESARS036046; CAESARS036049-CAESARS036050; CAESARS036064-CAESARS036065;
CAESARS036079-CAESARS036080; CAESARS036082-CAESARS036083; CAESARS036096;
CAESARS036099-CAESARS036100; CAESARS036104-CAESARS036105; CAESARS036108-
CAESARS036109; CAESARS036153-CAESARS036154; CAESARS036258-CAESARS036259;
CAESARS036263-CAESARS036264; CAESARS036265-CAESARS036266; CAESARS043136-
CAESARS043137; CAESARS043154; CAESARS043163-CAESARS043164; CAESARS043508-
CAESARS043509; CAESARS043812-CAESARS043813; CAESARS043822-CAESARS043823;
CAESARS043992-CAESARS043993; CAESARS044156-CAESARS044157; CAESARS044186-
CAESARS044190; CAESARS050923; CAESARS050924-CAESARS050925; CAESARS050943-
CAESARS050945; CAESARS050948-CAESARS050950; CAESARS050951; CAESARS050956;
CAESARS050957; CAESARS050996; CAESARS051004; CAESARS051034-CAESARS051035;
CAESARS051060-CAESARS051061; CAESARS051070; CAESARS051084; CAESARS051183-
CAESARS051186; CAESARS051293-CAESARS051294; CAESARS051301-CAESARS051302;
CAESARS051312-CAESARS051314; CAESARS051315-CAESARS051316; CAESARS051326-
CAESARS051327; CAESARS051352; CAESARS051354-CAESARS051356; CAESARS051357-

1 CAESARS051358; CAESARS051359; CAESARS051361-CAESARS051362; CAESARS051367-
2 CAESARS051368; CAESARS051379-CAESARS051380; CAESARS051395-CAESARS051400;
3 CAESARS051403-CAESARS051404; CAESARS051409-CAESARS051410; CAESARS051411-
4 CAESARS051412; CAESARS051413-CAESARS051414; CAESARS051432-CAESARS051433;
5 CAESARS051435-CAESARS051436; CAESARS051443-CAESARS051444; CAESARS051445-
6 CAESARS051446; CAESARS051447-CAESARS051448; CAESARS051454-CAESARS051455;
7 CAESARS051505-CAESARS051506; CAESARS051701-CAESARS051702; CAESARS075073-
8 CAESARS075076; CAESARS075849-CAESARS075852; CAESARS075853-CAESARS075856;
9 CAESARS075857-CAESARS075859; CAESARS076001-CAESARS076004; CAESARS076012-
10 CAESARS076015; CAESARS076076-CAESARS076080; CAESARS076081-CAESARS076084;
11 CAESARS076085-CAESARS076088; CAESARS076089-CAESARS076092; CAESARS076244-
12 CAESARS076247; CAESARS076248-CAESARS076251; CAESARS076434-CAESARS076437;
13 CAESARS076438-CAESARS076441; CAESARS076641-CAESARS076643; CAESARS076872-
14 CAESARS076875; CAESARS077014-CAESARS077017; CAESARS077018-CAESARS077021;
15 CAESARS084236-CAESARS084239; CAESARS084281-CAESARS084355; CAESARS084356-
16 CAESARS084430; CAESARS084431-CAESARS084505; CAESARS084506-CAESARS084507;
17 CAESARS084508-CAESARS084510; CAESARS084511-CAESARS084513; CAESARS084514-
18 CAESARS084516; CAESARS084517-CAESARS084519; CAESARS084523-CAESARS084527;
19 CAESARS084532-CAESARS084533; CAESARS084534-CAESARS084539; CAESARS084545-
20 CAESARS084551; CAESARS084552-CAESARS084558; CAESARS084559-CAESARS084566;
21 CAESARS084567-CAESARS084574; CAESARS084575-CAESARS084576; CAESARS084578-
22 CAESARS084651; CAESARS084674-CAESARS084676; CAESARS084677-CAESARS084678;
23 CAESARS084707-CAESARS084710; CAESARS084711-CAESARS084714; CAESARS084736-
24 CAESARS084739; CAESARS084740-CAESARS084754; CAESARS084757-CAESARS084759;
25 CAESARS084760-CAESARS084763; CAESARS084764-CAESARS084766; CAESARS084767-
26 CAESARS084769; CAESARS084770-CAESARS084775; CAESARS084776-CAESARS084780;
27 CAESARS084781-CAESARS084785; CAESARS084789-CAESARS084795; CAESARS084796-
28 CAESARS084802; CAESARS084803-CAESARS084809; CAESARS084810-CAESARS084813;

CAESARS084814-CAESARS084818; CAESARS084819-CAESARS084821; CAESARS084828-CAESARS084832; CAESARS084913-CAESARS084916; CAESARS084917-CAESARS084919; and CAESARS084920-CAESARS084922.

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.

SECOND SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS016938-CAESARS017007; CAESARS017008-CAESARS017077; CAESARS017078-CAESARS017081; CAESARS050867-CAESARS050868; CAESARS051890-CAESARS051892, CAESARS087884-CAESARS087890; CAESARS087891-CAESARS087897; CAESARS087898-CAESARS087905; CAESARS087906-CAESARS087913; CAESARS088300-CAESARS088302; CAESARS088704; CAESARS088705; CAESARS088706-CAESARS088708; CAESARS088709-CAESARS088711; CAESARS088728-CAESARS088729; CAESARS088770; and CAESARS088772-CAESARS088773. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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

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 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. 65:

From January 1, 2009, to the present, produce all communications between You and Ramsay 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. 65:

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. 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,

1 including, but not limited to, the attorney-client privilege, a common interest privilege, the
2 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
3 exemption.

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

9 **REQUEST FOR PRODUCTION NO. 67:**

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

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 67:**

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

27 Subject to and without waiving said objections, see documents previously produced
28 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 extent it seeks information related to entities 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 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. 69:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 69:

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 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.

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. 78:**

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

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

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

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

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

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

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

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

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. 80:**

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

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

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

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

5 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

6 Subject to and without waiving said objections, see documents previously produced
7 bearing Bates numbers CAESARS005527-CAESARS005528. Discovery is continuing, and
8 Plaintiffs reserve the right to supplement this response as discovery continues.

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

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

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 81:**

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

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS005527-CAESARS005528. Discovery is continuing, and Plaintiffs reserve the right to supplement this response as discovery continues.

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.

REQUEST FOR PRODUCTION NO. 83:

Produce all communications between You and OHS concerning your termination of the Development Agreements. You may exclude from your response documents produced in response to Request Nos. 5, 21, 29, and 31 contained in the First Set of RFPs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 83:

Plaintiffs 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.

(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.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 101:

Subject to and without waiving said objections, see documents previously produced bearing Bates numbers CAESARS085075-CAESARS085079; CAESARS085234-CAESARS085237; CAESARS085287-CAESARS085290; CAESARS085291-CAESARS085294; CAESARS085377-CAESARS085380; CAESARS085448-CAESARS085452; CAESARS085453-CAESARS085456; CAESARS085542-CAESARS085546; CAESARS085547-CAESARS085550; CAESARS085614-CAESARS085618; CAESARS085619-CAESARS085622; CAESARS085691-CAESARS085695; and CAESARS085696-CAESARS085700. 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 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's 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. 103:

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

1 and our affiliates are actually concerned because of advice they've gotten related to the regulatory
2 – you know, from the regulatory counsel about paying Mr. Seibel.".)

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

4 Plaintiffs object to this Request because the term "related to," as defined, asks counsel to
5 identify documents that "evidenc[e]," "demonstrat[e]," and/or "illustrat[e]" and thus calls for a
6 legal conclusion and seeks counsel's impressions, conclusions, opinions, or legal theories (*i.e.*,
7 work product), which are protected from disclosure. Plaintiffs also object to the extent this
8 Request seeks information protected by any absolute or qualified privilege or exemption,
9 including, but not limited to, the attorney-client privilege, a common interest privilege, the
10 attorney work-product doctrine, the accountant-client privilege, and the consulting expert
11 exemption. Plaintiffs further object to this Request because it assumes facts, and ignores Nevada's
12 business judgment rule, including that seeking and receiving advice of counsel in exercise of
13 business judgment does not constitute a waiver of privileges. Plaintiffs also object to this Request
14 to the extent it seeks documents that contain commercially sensitive, confidential, financial,
15 private, and/or propriety information and/or documents not otherwise available to the public and
16 are not discoverable.

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

19 **REQUEST FOR PRODUCTION NO. 104:**

20 Produce all documents supporting Your damages claimed in this lawsuit.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 104:**

22 Plaintiffs object to this Request because by asking counsel to identify documents
23 "supporting," it calls for a legal conclusion and seeks counsel's impressions, conclusions,
24 opinions, or legal theories (*i.e.*, work product), which are protected from disclosure. Plaintiffs also
25 object to the extent this Request seeks information protected by any absolute or qualified
26 privilege or exemption, including, but not limited to, the attorney-client privilege, a common
27 interest privilege, the attorney work-product doctrine, the accountant-client privilege, and the
28 consulting expert exemption. Plaintiffs also object to this Request to the extent it seeks documents

REQUEST FOR PRODUCTION NO. 111:

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

RESPONSE TO REQUEST FOR PRODUCTION NO. 111:

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 object to this Request because the term "general ledgers" is vague and ambiguous, requiring speculation as to its intended meaning. Plaintiffs also 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 extent it seeks documents (including confidential, sensitive, financial, and/or proprietary information) from Plaintiffs and/or other entities unrelated to any claim or defense. 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, accountant-client privilege, and the consulting expert exemption. Plaintiffs further object to this Request as unduly burdensome inasmuch as it seeks documents already in the possession, custody, and control of Defendants.

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

REQUEST FOR PRODUCTION NO. 112:

For each Restaurant from the date of its opening to the present, produce all documents reflecting how You accounted for Benefits received from Vendors, including, without limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage), Desert Meats & Provisions, Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of PepsiCo and Miller Brewing Company products, when calculating operating expenses for the Restaurant.

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.

AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 112:

Consistent with Plaintiffs' September 17, 2020 email following meet and confer conversations and Defendants' clarification of the call of this Request, Plaintiffs amend their objection and response to this Request as follows: 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 in violation of NRCP 26(c). Plaintiffs also object to this Request because the terms "Vendor" and "Benefit," as defined, are overly broad to the extent they request records

1 that are not relevant to any party's claim or defense, and are argumentative, and not
2 tailored to obtain discoverable information. Plaintiffs object to this Request because it is
3 overly broad in time and scope, is unduly burdensome in the detail it seeks and over a
4 general group of unidentifiable people (e.g., vendors "without limitation. . .") and, for the
5 aforementioned reasons, is not proportional to the needs of this case. Plaintiffs object to this
6 Request because it assumes and/or mischaracterizes facts. Plaintiffs object to this Request as
7 unduly burdensome to the extent it seeks information solely in the knowledge of third
8 parties and the Defendants, which Plaintiffs seek to discover in this action. Finally,
9 Plaintiffs object to this Request as it is an invasive fishing expedition designed to annoy and
10 harass.

11 Subject to and without waiving said objections, Plaintiffs will produce documents
12 responsive to this Request (as Plaintiffs understand the Request, as described herein, i.e.,
13 related to Defendants' kickback scheme) that are not otherwise privileged or protected, to
14 the extent such documents exist and can be located through a reasonable search and review
15 process. However, Plaintiffs will not respond to this Request unrelated to Defendants'
16 kickback scheme unless and until the Seibel Parties demonstrate how the Request is
17 proportional to the needs of this case in relation to any allegation or defense and/or a court
18 order compels responses after a finding of discoverability. Discovery is continuing, and
19 Plaintiffs reserve the right to supplement this response as discovery continues.

20 **REQUEST FOR PRODUCTION NO. 113:**

21 To the extent any Benefits received from one or more Vendors, including, without
22 limitation, Innis & Gunn Brewing Company, Pat LaFrieda Meat Purveyors, Southern Glazer's
23 Wine & Spirits, Breakthru Beverage (f/k/a/ Wirtz Beverage), Desert Meats & Provisions,
24 Premier Meat Company, Sysco, US Foods, Great Buns Bakery, Get Fresh, and distributors of
25 PepsiCo and Miller Brewing Company products, were not accounted for when calculating
26 operating expenses for any of the Restaurants, produce all documents showing how You
27 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.

AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 113:

Consistent with Plaintiffs' September 17, 2020 email following meet and confer conversations and Defendants' clarification of the call of this Request, Plaintiffs amend their objection and response to this Request as follows: 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

1 action in violation of NRCP 26(c). Plaintiffs also object to this Request because the terms
2 "Vendor" and "Benefit," as defined, are overly broad to the extent they request records
3 that are not relevant to any party's claim or defense, and are argumentative, and not
4 tailored to obtain discoverable information. Plaintiffs object to this Request because it is
5 overly broad in time and scope, is unduly burdensome in the detail it seeks and over a
6 general group of unidentifiable people (e.g., vendors "without limitation. . .") and, for the
7 aforementioned reasons, is not proportional to the needs of this case. Plaintiffs object to this
8 Request because it assumes and/or mischaracterizes facts. Plaintiffs object to this Request as
9 unduly burdensome to the extent it seeks information solely in the knowledge of third
10 parties and the Defendants, which Plaintiffs seek to discover in this action. And, finally,
11 Plaintiffs object to this Request as it is an invasive fishing expedition designed to annoy and
12 harass.

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.,
15 related to Defendants' kickback scheme) that are not otherwise privileged or protected, to
16 the extent such documents exist and can be located through a reasonable search and review
17 process. However, Plaintiffs will not respond to this Request unrelated to Defendants'
18 kickback scheme unless and until the Seibel Parties demonstrate how the Request is
19 proportional to the needs of this case in relation to any allegation or defense and/or a court
20 order compels responses after a finding of discoverability. Discovery is continuing, and
21 Plaintiffs reserve the right to supplement this response as discovery continues.

22 **REQUEST FOR PRODUCTION NO. 114:**

23 Produce all communications between You and Lion Capital concerning Seibel.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 114:**

25 Plaintiffs object to this Request as unduly burdensome to the extent it is duplicative of
26 prior requests. Plaintiffs also object to this Request as overly broad and unduly burdensome to the
27 extent it seeks documents (including confidential, sensitive, financial, and/or proprietary
28 information) regarding Plaintiffs and/or other entities unrelated to any claim or defense in this

1 CAESARS049144; CAESARS049145-CAESARS049148; CAESARS049157-CAESARS049162;
2 CAESARS049189; CAESARS049190-CAESARS049191; CAESARS049192-CAESARS049193;
3 CAESARS049196-CAESARS049198; CAESARS049209-CAESARS049211; CAESARS049243;
4 CAESARS049253-CAESARS049254; CAESARS049275; CAESARS049296; CAESARS050294-
5 CAESARS050300; CAESARS051027-CAESARS051029; CAESARS051099-CAESARS051101;
6 CAESARS051307; CAESARS051485; CAESARS051486-CAESARS051487; and CAESARS051488-
7 CAESARS051490. Discovery is continuing, and Plaintiffs reserve the right to supplement this
8 response as discovery continues.

9 DATED this 18th day of November 2020.

10 PISANELLI BICE PLLC

11 By: /s/ Emily A. Buchwald, Bar #13442

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28 *Corporation d/b/a Caesars Atlantic City*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 18th day of November 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' SECOND SUPPLEMENTAL 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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