

CASE NO. 86462

IN THE SUPREME COURT OF NEVADA

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

Appellants,

vs.

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

Respondents.

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

APPENDIX OF EXHIBITS TO APPELLANT'S OPENING BRIEF

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APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

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Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) For Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) To Compel Responses to Written Discovery on Order Shortening Time; and Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green and Seal Exhibits 3-6, 8-11, 13, 14, and 16 Thereto, filed February 3, 2021	13	82	AA02612-AA02625
Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to the Development Parties' Motion For Leave to File A Supplement to their Oppositions to Motions for Summary Judgment on Order Shortening Time, filed July 26, 2022	38	147	AA08072-AA08083
Notice of Entry of Order Granting Motion to Redact Caesars' Reply to Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay and Seal Exhibit 115 Thereto, filed June 2, 2022	34	132	AA07101-AA07112

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

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

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

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

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

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

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

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

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

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Reporter's Transcript, taken November 6, 2019	4	42	AA00727- AA00758
Reporter's Transcript, taken September 23, 2020	7	67	AA01389- AA01462
Request for Judicial Notice of Exhibit 30 in Appendix of Exhibits in Support of Caesars' Opposition to Craig Green's Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VIII of the First Amended Complaint), filed July 14, 2022	37	143	AA08038- AA08041
Request for Judicial Notice of Exhibits 39, 59, and 62 in Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment, filed February 25, 2021	20	96	AA04076- AA04079
Response to Objections to Evidence Offered by Caesars in Support of its Opposition to Craig Green's Motion for Summary Judgment; Counter-Motion for Summary Judgment Against Craig Green; and Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VII of the First Amended Complaint), filed August 31, 2022	38	152	AA08146- AA08150

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

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

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

CERTIFICATE OF SERVICE

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

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M. MAGALI MERCERA

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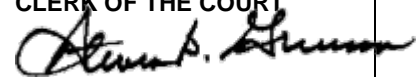
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Corporation*

/s/ Susan Russo

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TAB 95



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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

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

Consolidated with A-17-760537-B

**DECLARATION OF M. MAGALI
MERCERA, ESQ. IN SUPPORT OF
CAESARS' MOTIONS FOR
SUMMARY JUDGMENT**

1 I, M. MAGALI MERCERA, ESQ., declare as follows:

2 1. I am a resident of the State of Nevada, and an attorney with the law firm of
3 PISANELLI BICE PLLC, counsel for PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc.
4 ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), Boardwalk Regency
5 Corporation d/b/a Caesars Atlantic City ("CAC," and collectively, with Caesars Palace, Paris, and
6 Planet Hollywood, "Caesars") in the above-captioned action. I am competent to testify to the
7 matters stated herein based on personal knowledge, except for those matters stated upon
8 information and belief, and to those matters, I believe them to be true. If called as a witness, I
9 would testify competently thereto.

10 2. I make this declaration in support of the Appendix of Exhibits to Caesars' Motions
11 for Summary Judgment (the "Appendix") filed concurrently herewith.

12 3. Attached to the Appendix as Exhibit 1 is a true and correct copy of the Business
13 Information Form ("BIF") Compliance Request – Coversheet from Mark R. Dunn, Esq. to
14 Corporate Compliance, dated January 26, 2009, bearing Bates number PARIS_PRIV000001-10.
15 This document was authenticated by Rowen Seibel at his deposition on September 25, 2019. (*See*
16 *Ex. 73 to the Appendix at 398:14-401:9.*)

17 4. Attached to the Appendix as Exhibit 2 is a true and correct copy of the
18 Development, Operation and License Agreement, dated March, 2009, by and between Desert
19 Palace, Inc. d/b/a Caesars Palace and Moti Partners, LLC, bearing Bates number
20 CAESARS000311-33. This document was authenticated by the Moti Partners NRCP 30(b)(6)
21 designee, Craig Green, at his deposition on November 14, 2019. (*See Ex. 74 to the Appendix at*
22 *36:17-37:8.*)

23 5. Attached to the Appendix as Exhibit 3 is a true and correct copy of the DNT
24 Acquisition, LLC BIF, dated June 3, 2011, bearing Bates number PARIS000102-08. This
25 document was authenticated by Rowen Seibel at his deposition on September 25, 2019. (*See Ex.*
26 *73 to the Appendix at 398:14-401:9.*)

27 6. Attached to the Appendix as Exhibit 4 is a true and correct copy of the
28 Development, Operation and License Agreement, among DNT Acquisition LLC, The Original

Homestead Restaurant, Inc. and Desert Palace, Inc., dated June 21, 2011, bearing Bates number RS-00184979-5024 which was produced by the Seibel Parties to Caesars during discovery. *See Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 777 n.20 (9th Cir. 2002) (citations omitted) (documents produced by a party in discovery were deemed authentic when offered by a party-opponent).

7. Attached to the Appendix as Exhibit 5 is a true and correct copy of the Development, Operation and License Agreement, TPOV Enterprises, LLC and Paris Las Vegas Operating Company, LLC, dated November, 2011, bearing Bates number RS-00185938-70, which was produced by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

8. Attached to the Appendix as Exhibit 6 is a true and correct copy of the Development and Operation Agreement Between LLTQ Enterprises, LLC and Desert Palace, Inc., dated April 4, 2012, bearing Bates number RS-00186023-57, which was produced by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

9. Attached to the Appendix as Exhibit 7 is a true and correct copy of an email exchange between Amie Sabo and Brian Ziegler, dated May 9, 2012, bearing Bates number TPOV00022343-52, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties have agreed that documents produced during discovery in the various pending litigations may be used across the court cases during discovery and trial in this matter. (*See Ex. 75 to the Appendix.*) *Orr*, 285 F.3d at 777 n.20

10. Attached to the Appendix as Exhibit 8 is a true and correct copy of an email exchange between Amie Sabo and Brian Ziegler, dated June 22, 2012, bearing Bates number TPOV00022354-63, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties have agreed that documents produced during discovery in the various pending litigations may be used across the court cases during discovery and trial in this matter. (*See Ex. 75 to the Appendix.*) *Orr*, 285 F.3d at 777 n.20

11. Attached to the Appendix as Exhibit 9 is a true and correct copy of the Limited Liability Company Agreement of GR Burgr, LLC, bearing Bates number RAMSAY00039074, which was produced by Gordon Ramsay during discovery. *Orr*, 285 F.3d at 777 n.20.

1 12. Attached to the Appendix as Exhibit 10 is a true and correct copy of an email from
2 Brian Ziegler to Craig Green dated March 22, 2013, attaching the Development, Operation and
3 License Agreement Among Gordon Ramsay, GR BURGR, LLC and PHW Manager, LLC on
4 Behalf of PHW Las Vegas, LLC dba Planet Hollywood, dated December 13, 2012, bearing Bates
5 number RS-00189195-244, which was produced by the Seibel Parties during discovery. *Orr*, 285
6 F.3d 764, 777 n.20.

7 13. Attached to the Appendix as Exhibit 11 is a true and correct copy of the Caesars
8 Entertainment Corporation Ethics and Compliance Program, bearing Bates number
9 CAESARS061870. This document was authenticated by Susan Carletta, Esq., Caesars'
10 Compliance Committee NRCP 30(b)(6) Designee, at her deposition on November 5, 2019. (*See*
11 Ex. 76 to the Appendix at 17:11-22.)

12 14. Attached to the Appendix as Exhibit 12 is a true and correct copy of the Consulting
13 Agreement Between FERG, LLC and Boardwalk Regency Corporation dba Caesars Atlantic City,
14 dated May 16, 2014, bearing Bates number CBAH 000375-413, which was produced by the
15 Seibel Parties to Caesars during discovery in this matter. *Orr*, 285 F.3d at 777 n.20.

16 15. Attached to the Appendix as Exhibit 13 is a true and correct copy of a Statute of
17 Limitations Tolling Agreement, dated March 18, 2015, bearing Bates number RS-00185152-3,
18 which was produced by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

19 16. Attached to the Appendix as Exhibit 14 is a true and correct copy of a Statute of
20 Limitations Tolling Agreement, dated January 26, 2016, bearing Bates number RS-00185185-6,
21 which was produced by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

22 17. Attached to the Appendix as Exhibit 15 is a true and correct copy of the Notice of
23 Intent to File an Information, dated February 29, 2016, bearing Bates number RS00000665, which
24 was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties
25 have agreed that documents produced during discovery in the various pending litigations may be
26 used across the court cases during discovery and trial in this matter. (*See* Ex. 75 to the Appendix.)
27 *Orr*, 285 F.3d at 777 n.20
28

1 18. Attached to the Appendix as Exhibit 16 is a true and correct copy of the Prenuptial
2 Agreement between Rowen Seibel and Bryn Dorfman, dated March 30, 2016, bearing Bates
3 number RS-00186359-87, which was produced by the Seibel Parties to Caesars during discovery.
4 *Orr*, 285 F.3d at 777 n.20.

5 19. Attached to the Appendix as Exhibit 17 is a true and correct copy of the Limited
6 Liability Company Agreement of FERG 16, LLC, dated March 31, 2016, bearing Bates number
7 CBAH 001514-7, which was produced by the Seibel Parties to Caesars during discovery. *Orr*,
8 285 F.3d at 777 n.20.

9 20. Attached to the Appendix as Exhibit 18 are true and correct copies of FERG, LLC,
10 DNT Acquisition, LLC, LLTQ Enterprises, LLC, Moti Partners, LLC, and TPOV Enterprises,
11 LLC Letters, dated April 8, 2016, bearing Bates numbers RS-00183502-11, which were produced
12 by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

13 21. Attached to the Appendix as Exhibit 19 is a true and correct copy of a letter from
14 Rowen Seibel to GR US Licensing, LP, dated April 11, 2016, bearing Bates number
15 RS00000323-9, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-
16 JCM-VCF. The parties have agreed that documents produced during discovery in the various
17 pending litigations may be used across the court cases during discovery and trial in this matter.
18 (*See Ex. 75 to the Appendix.*) *Orr*, 285 F.3d at 777 n.20.

19 22. Attached to the Appendix as Exhibit 20 is a true and correct copy of a letter from
20 Michael Thomas, Esq. to Brian Ziegler and Nicholas Venditto, dated April 14, 2016 bearing
21 Bates numbers RS-00188741-43, which were produced by the Seibel Parties to Caesars during
22 discovery. *Orr*, 285 F.3d at 777 n.20.

23 23. Attached to the Appendix as Exhibit 21 is a true and correct copy of the Notice of
24 Intent to File an Information, dated April 18, 2016, bearing Bates number RS00000666, which
25 was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties
26 have agreed that documents produced during discovery in the various pending litigations may be
27 used across the court cases during discovery and trial in this matter. (*See Ex. 75 to the Appendix.*)
28 *Orr*, 285 F.3d at 777 n.20.

24. Attached to the Appendix as Exhibit 22 is a true and correct copy of a Hearing Transcript, dated April 18, 2016, bearing Bates number RS00000677, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties have agreed that documents produced during discovery in the various pending litigations may be used across the court cases during discovery and trial in this matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

25. Attached to the Appendix as Exhibit 23 is a true and correct copy of a letter from Kevin Gaut, Esq. to Brian Ziegler, Esq., dated July 11, 2016, bearing Bates number 16TPOV00000757, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties have agreed that documents produced during discovery in the various pending litigations may be used across the court cases during discovery and trial in this matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

26. Attached to the Appendix as Exhibit 24 is a true and correct copy of the Sentencing Submission from the United States Attorney's office to The Honorable William H. Pauley, III, dated August 12, 2016, bearing Bates number RS-00185231-80, which was produced by the Seibel parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

27. Attached to the Appendix as Exhibit 25 is a true and correct copy of a Hearing Transcript dated August 19, 2016, bearing Bates number RS00000436, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-00246-JCM-VCF. The parties have agreed that documents produced during discovery in the various pending litigations may be used across the court cases during discovery and trial in this matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

28. Attached to the Appendix as Exhibit 26 is a true and correct copy of an email exchange Tom Jenkin and Trisha Thompson, dated August 20, 2016, bearing Bates number CAESARS035136-7. This document was authenticated by Tom Jenkin at his deposition on November 16, 2019. (*See* Ex. 77 to the Appendix, at 191:7-17.)

29. Attached to the Appendix as Exhibit 27 is a true and correct copy of an email exchange between Susan Carletta, Esq. and David Staley, dated August 25, 2016, bearing Bates

1 number CAESARS083157. This document was authenticated by Susan Carletta, Esq. at her
2 deposition on December 11, 2020. (*See* Ex. 78 to the Appendix, at 240:9-241:5.)

3 30. Attached to the Appendix as Exhibit 29 is a true and correct copy of a letter from
4 Mark Clayton, Esq. to Brian Ziegler, Esq., dated September 2, 2016, bearing Bates number
5 16TPOV00000745, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
6 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
7 various pending litigations may be used across the court cases during discovery and trial in this
8 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

9 31. Attached to the Appendix as Exhibit 30 is a true and correct copy of a letter from
10 Mark Clayton, Esq. to Rowen Seibel, et al., dated September 2, 2016, bearing Bates number
11 16TPOV00000746-7, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
12 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
13 various pending litigations may be used across the court cases during discovery and trial in this
14 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

15 32. Attached to the Appendix as Exhibit 31 is a true and correct copy of a letter from
16 Mark Clayton, Esq. to FERG, LLC, dated September 2, 2016, bearing Bates number
17 16TPOV00000748, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
18 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
19 various pending litigations may be used across the court cases during discovery and trial in this
20 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

21 33. Attached to the Appendix as Exhibit 32 is a true and correct copy of a letter from
22 Mark Clayton, Esq. to LLTQ Enterprises, LLC, dated September 2, 2016, bearing Bates number
23 16TPOV00000753, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
24 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
25 various pending litigations may be used across the court cases during discovery and trial in this
26 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

27 34. Attached to the Appendix as Exhibit 33 is a true and correct copy of a letter from
28 Mark Clayton, Esq. to MOTI Partners, LLC, dated September 2, 2016, bearing Bates number

1 16TPOV00000751, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
2 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
3 various pending litigations may be used across the court cases during discovery and trial in this
4 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

5 35. Attached to the Appendix as Exhibit 35 is a true and correct copy of a letter from
6 Mark Clayton, Esq. to TPOV Enterprises, LLC, dated September 2, 2016, bearing Bates number
7 16TPOV00000752, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
8 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
9 various pending litigations may be used across the court cases during discovery and trial in this
10 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

11 36. Attached to the Appendix as Exhibit 35 is a true and correct copy of an email
12 exchange between Jason McTheeney and Susan Carletta, Esq., dated September 6, 2016, bearing
13 Bates number PARIS_PRIV005265. This document was authenticated by Susan Carletta, Esq.
14 Caesars' Compliance Committee NRCP 30(b)(6) Designee at her deposition on November 5,
15 2019. (*See* Ex. 76 to the Appendix, at 58:4-59:9.)

16 37. Attached to the Appendix as Exhibit 36 is a true and correct copy of a letter from
17 Mark Clayton, Esq. to Gordon Ramsay, et al., dated September 21, 2016, bearing Bates number
18 RS-00183452, which was produced by the Seibel Parties to Caesars during discovery in this
19 matter. *Orr*, 285 F.3d at 777 n.20.

20 38. Attached to the Appendix as Exhibit 37 is a true and correct copy of the Verified
21 Petition for Judicial Dissolution and Declaratory Judgment dated October 13, 2016, bearing Bates
22 number GRB-00000026-37, which was produced by the Seibel Parties to Caesars during
23 discovery in this matter. *Orr*, 285 F.3d at 777 n.20.

24 39. Attached to the Appendix as Exhibit 38 is a true and correct copy of the Amended
25 Judgment in a Criminal Case, dated November 22, 2016, bearing Bates number RS-00185343-8,
26 which was produced by the Seibel Parties to Caesars during discovery in this matter. *Orr*, 285
27 F.3d at 777 n.20.

28

1 40. Attached to the Appendix as Exhibit 40 is a true and correct copy of an email
2 correspondence from Jeanne Meitz, to A.G. Burnett dated October 23, 2017, bearing Bates
3 number CAESARS025113-82. This document is authenticated by the Declaration of Mark A.
4 Clayton, Esq., attached as Exhibit 79 to the Appendix.

5 41. Attached to the Appendix as Exhibit 41 is a true and correct copy of a letter from
6 A.G. Burnett to Mark Clayton, Esq., dated November 6, 2017, bearing Bates number
7 PARIS000146-437, which was produced by Paris. This document was authenticated by Mark
8 Clayton, Esq. at his deposition on September 20, 2019. (*See* Ex. 80 to the Appendix, at 104:18-
9 25.)

10 42. Attached to the Appendix as Exhibit 42 is a true and correct copy of an email dated
11 December 13, 2017 from Kurt Heyman, Esq. to counsel with the Order Confirming Acceptance of
12 the Liquidating Trustee's Appointment and GR US Licensing LP's Member Loan to GR Burger,
13 LLC, bearing Bates number RS-00194336-40, which was produced by the Seibel Parties to
14 Caesars during discovery in this matter. *Orr*, 285 F.3d at 777 n.20.

15 43. Attached to the Appendix as Exhibit 43 is a true and correct copy of an email
16 exchange between Kurt Heyman, Esq. and I, dated December 19, 2017.

17 44. Attached to the Appendix as Exhibit 44 is a true and correct copy of an email
18 exchange between Jeffrey Zeiger, Kurt Heyman, Esq. and I, dated December 21, 2017.

19 45. Attached to the Appendix as Exhibit 45 is a true and correct copy of a letter from
20 Dan McNutt, Esq. to Becky Harris, dated January 30, 2018, bearing Bates number
21 16TPOV00000718-29, which was produced by the Seibel Parties to Paris in Case No. 2:17-cv-
22 00246-JCM-VCF. The parties have agreed that documents produced during discovery in the
23 various pending litigations may be used across the court cases during discovery and trial in this
24 matter. (*See* Ex. 75 to the Appendix.) *Orr*, 285 F.3d at 777 n.20.

25 46. Attached to the Appendix as Exhibit 46 is a true and correct copy of transcript
26 excerpts from the deposition of Amie Sabo, Esq. that took place on April 3, 2019 at the offices of
27 Oasis Reporting Services, 400 South Seventh Street, Suite 400, Las Vegas, Nevada 89101. The
28 exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774 (citations omitted) ("A

1 deposition or an extract therefrom is authenticated in a motion for summary judgment when it
2 identifies the names of the deponent and the action and includes the reporter's certification that the
3 deposition is a true record of the testimony of the deponent.")

4 47. Attached to the Appendix as Exhibit 47 is a true and correct copy of transcript
5 excerpts from the deposition of J. Jeffrey Frederick that took place on August 28, 2019 at the
6 offices of PISANELLI BICE PLLC, 400 South Seventh Street, Suite 300, Las Vegas, Nevada 89101.
7 The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

8 48. Attached to the Appendix as Exhibits 48 and 73 are true and correct copies of
9 transcript excerpts from the deposition of Rowen Seibel that took place on September 25, 2019 at
10 the offices of PISANELLI BICE PLLC, 400 South Seventh Street, Suite 300, Las Vegas, Nevada
11 89101. The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

12 49. Attached to the Appendix as Exhibit 49 is a true and correct copy of an email
13 exchange between Aaron Lovaas, Esq., Joshua Gilmore, Esq. and I, among others, dated October
14 7, 2020.

15 50. Attached to the Appendix as Exhibits 50 and 76 are true and correct copies of
16 transcript excerpts from the deposition of the NRCP 30(b)(6) designee of the Caesars'
17 Compliance Committee, Susan Carletta, Esq., that took place on November 5, 2019 at the offices
18 of PISANELLI BICE PLLC, 400 South Seventh Street, Suite 300, Las Vegas, Nevada 89101. The
19 exhibits contain an executed certificate of reporter. *Orr*, 285 F.3d at 774.

20 51. Attached to the Appendix as Exhibit 51 is a true and correct copy of Craig Green's
21 handwritten notes. This document was authenticated by Craig Green at the deposition of the
22 NRCP 30(b)(6) designee of LLTQ Enterprises, LLC, on November 12, 2019. (*See* Ex. 81 to the
23 Appendix, at 104:21-105:15.)

24 52. Attached to the Appendix as Exhibit 52 is a true and correct copy of transcript
25 excerpts from the deposition of the NRCP 30(b)(6) designee of LLTQ Enterprises 16, LLC, that
26 took place on November 13, 2019 at the offices of PISANELLI BICE PLLC, 400 South Seventh
27 Street, Suite 300, Las Vegas, Nevada 89101. The exhibit contains an executed certificate of
28 reporter. *Orr*, 285 F.3d at 774.

1 53. Attached to the Appendix as Exhibits 53 and 74 are true and correct copies of
2 transcript excerpts from the deposition of the NRCP 30(b)(6) designee of MOTI Partners, LLC,
3 that took place on November 14, 2019 at the offices of PISANELLI BICE PLLC, 400 South Seventh
4 Street, Suite 300, Las Vegas, Nevada 89101. The exhibits contain an executed certificate of
5 reporter. *Orr*, 285 F.3d at 774.

6 54. Attached to the Appendix as Exhibit 54 is a true and correct copy of an email I sent
7 to Kurt Heyman, dated December 13, 2019.

8 55. Attached to the Appendix as Exhibit 55 is a true and correct copy of an email I sent
9 to Kurt Heyman, dated December 16, 2019.

10 56. Attached to the Appendix as Exhibit 56 is a true and correct copy of an email I sent
11 to Kurt Heyman, dated March 24, 2020.

12 57. Attached to the Appendix as Exhibit 57 is a true and correct copy of an email I
13 received from Kurt Heyman, dated March 25, 2020.

14 58. Attached to the Appendix as Exhibit 58 is a true and correct copy of an email I sent
15 to Kurt Heyman, dated March 30, 2020.

16 59. Attached to the Appendix as Exhibit 60 is a true and correct copy of a letter I
17 received from Kurt Heyman, dated May 21, 2020.

18 60. Attached to the Appendix as Exhibit 61 is a true and correct copy of Nominal
19 Plaintiff, GR Burgr LLC's Initial Disclosures Pursuant to N.R.C.P. 16.1, dated July 24, 2020,
20 which were produced by GR Burgr LLC during discovery in this matter. *Orr*, 285 F.3d at 777
21 n.20.

22 61. Attached to the Appendix as Exhibit 63 is a true and correct copy of Rowen
23 Seibel's First Supplemental Responses to Desert Palace, Inc.'s First Set of Interrogatories, dated
24 October 23, 2020, which was produced by the Seibel Parties to Caesars during discovery. *Orr*,
25 285 F.3d at 777 n.20.

26 62. Attached to the Appendix as Exhibit 64 is a true and correct copy of an email I
27 received from Aaron Lovaas, dated October 29, 2020.

28

63. Attached to the Appendix as Exhibit 65 is a true and correct copy of Rowen Seibel's Responses to Desert Palace, Inc.'s First Set of Requests for Admission, dated November 18, 2020, which was produced by the Seibel Parties to Caesars during discovery. *Orr*, 285 F.3d at 777 n.20.

64. Attached to the Appendix as Exhibit 66 is a true and correct copy of transcript excerpts from the deposition of Rowen Seibel that took place on December 1, 2020, via ZOOM videoconference. The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

65. Attached to the Appendix as Exhibits 67 and 78 are true and correct copies of transcript excerpts from the deposition of Susan Carletta, Esq. that took place on December 11, 2020, via ZOOM videoconference. The exhibits contain an executed certificate of reporter. *Orr*, 285 F.3d at 774.

66. Attached to the Appendix as Exhibit 68 is a true and correct copy of transcript excerpts from the deposition of Scott Scherer, Esq. that took place on December 14, 2020, via ZOOM videoconference. The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

67. Attached to the Appendix as Exhibit 69 is a true and correct copy of Plaintiffs' Fourteenth Supplemental Disclosures Pursuant to NRCP 16.1, dated December 18, 2020. I electronically signed the disclosures on December 18, 2020.

68. Attached to the Appendix as Exhibit 70 is a true and correct copy of transcript excerpts from the deposition of Randall Sayre that took place on December 18, 2020, via ZOOM videoconference. The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774

69. Attached to the Appendix as Exhibit 71 is a true and correct copy of an email from Brian Ziegler to Rowen Seibel, et al., dated September 21, 2016, bearing Bates numbers RS-00192894-97, which was produced by the Seibel Parties to Caesars during discovery in this matter. *Orr*, 285 F.3d at 777 n.20.

70. Attached to the Appendix as Exhibit 72 is a true and correct copy of transcript excerpts from the deposition of the NRCP 30(b)(6) designee of MOTI Partners 16, LLC, that took

1 place on December 16, 2020, via ZOOM videoconference. The exhibit contains an executed
2 certificate of reporter. *Orr*, 285 F.3d at 774.

3 71. Attached to the Appendix as Exhibit 75 is a true and correct copy of the Global
4 Agreement for the Utilization of Discovery Across I executed on or about March 14, 2019.

5 72. Attached to the Appendix as Exhibit 77 is a true and correct copy of transcript
6 excerpts from the deposition of Thomas Jenkin that took place on September 16, 2019 at the
7 offices of PISANELLI BICE PLLC, 400 South Seventh Street, Suite 300, Las Vegas, Nevada 89101.
8 The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

9 73. Attached to the Appendix as Exhibit 79 is a true and correct copy of the
10 Declaration of Mark A. Clayton.

11 74. Attached to the Appendix as Exhibit 80 is a true and correct copy of transcript
12 excerpts from the deposition of Mark A. Clayton, Esq. that took place on September 20, 2019 at
13 the offices of PISANELLI BICE PLLC, 400 South Seventh Street, Suite 300, Las Vegas, Nevada
14 89101. The exhibit contains an executed certificate of reporter. *Orr*, 285 F.3d at 774.

15 75. Attached to the Appendix as Exhibit 81 is a true and correct copy of transcript
16 excerpts from the deposition of the NRCP 30(b)(6) designee of LLTQ Enterprises, LLC, that took
17 place on November 12, 2019 at the offices of PISANELLI BICE PLLC, 400 South Seventh Street,
18 Suite 300, Las Vegas, Nevada 89101. The exhibit contains an executed certificate of reporter.
19 *Orr*, 285 F.3d at 774.

20 I declare under penalty of perjury that the foregoing is a true and correct and that I signed
21 this declaration on this 25th day of February 2021.

22 /s/ M. Magali Mercera
23 M. MAGALI MERCERA, ESQ.
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 25th day of February 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **DECLARATION OF M. MAGALI MERCERA, ESQ. IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT** to the following:

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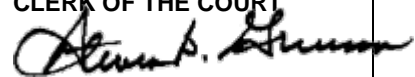
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/s/ Cinda Towne
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Corporation d/b/a Caesars Atlantic City*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

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

Consolidated with A-17-760537-B

**REQUEST FOR JUDICIAL NOTICE OF
EXHIBITS 39, 59, AND 62 IN APPENDIX
OF EXHIBITS IN SUPPORT OF
CAESARS' MOTIONS FOR SUMMARY
JUDGMENT**

AND ALL RELATED MATTERS

Pursuant to NRS 47.130, Caesars,¹ through its undersigned counsel of record, hereby requests that this Court take judicial notice of the following documents in the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment filed concurrently herewith (the "Appendix"):

1. **Exhibit 39:** Order Dissolving GR Burgr, LLC and Appointing Liquidating Trustee, dated October 5, 2017, in case *In Re GR BURGR, LLC*, C.A. No. 12825-VCS, in the Court of Chancery of the State of Delaware.
2. **Exhibit 59:** Report and Proposed Liquidation Plan for GR BURGR, LLC, as amended May 2, 2020, in case *In Re GR BURGR, LLC*, C.A. No. 12825-VCS, in the Court of Chancery of the State of Delaware.
3. **Exhibit 62:** Court of Chancery Letter to Counsel ("adopt[ing] the Report and Proposed Liquidation Plan for GR Burgr, LLC"), dated October 13, 2020, in case, *In Re GR BURGR, LLC*, C.A. No. 12825-VCS, in the Court of Chancery of the State of Delaware.

Judicial notice of the Delaware Court of Chancery filings is warranted. Pursuant to NRS 47.130(2)(b), a fact is judicially noticeable if it is "[c]apable of accurate and ready determination by resort to resources whose accuracy cannot reasonably be questioned, so that the fact is not subject to reasonable dispute." It is well-settled that courts may take judicial notice of proceedings in related cases. *Occhiuto v. Occhiuto*, 97 Nev. 143, 145, 625 P.2d 568, 569 (1981) (providing that judicial notice of records in another case may be warranted where the cases have a "close relationship"). *In Re GR BURGR* is closely related to the case at bar because it concerns the dissolution of the entity through which Nominal Plaintiff Rowen Seibel purportedly brings derivative suit. Moreover, official government documents available on the internet may be judicially noticed. *In re Agribiotech Secur. Litig.*, CV-S-990144, 2000 WL 35595963, *2 (D. Nev. Mar. 2, 2000) (citing *Modesto Irrigation Dist. v. Pac. Gas & Elec. Co.*, 61 F.Supp.2d 1058, 1066 (N.D.Cal.1999)) ("In this new technological age, official government or company documents may be judicially noticed insofar as they are available via the worldwide web.").

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

1 Based on the foregoing, Caesars respectfully requests that this Court accept Exhibits 39, 59,
2 and 62 in the Appendix pursuant to the doctrine of judicial notice.

3 DATED this 25th day of February 2021.

4 PISANELLI BICE PLLC

5
6 By: /s/ M. Magali Mercera
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21 *Paris Las Vegas Operating Company, LLC;*
22 *PHWLV, LLC; and Boardwalk Regency*
23 *Corporation d/b/a Caesars Atlantic City*
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 25th day of February 2021, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **REQUEST FOR JUDICIAL NOTICE OF EXHIBITS 39, 59, AND 62 IN APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' MOTIONS FOR SUMMARY JUDGMENT** to the following:

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FERG, LLC, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC*

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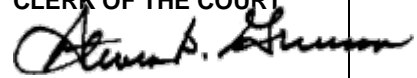
*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

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*Attorneys for Nominal Plaintiff
GR Burgr LLC*

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

TAB 97



SUBT (CIV)

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DENNIS L. KENNEDY

Nevada Bar No. 1462

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

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

**SUBSTITUTION OF ATTORNEYS FOR GR
BURGR, LLC**

On March 8, 2021, in the matter entitled *In re: GR Burgr, LLC*, pending in the Court of Chancery of the State of Delaware, C.A. No. 12825-VCS, the Delaware Court entered an Order, a copy of which is attached hereto as Exhibit A, assigning to Rowen Seibel (“Seibel”) the claims for damages asserted by GR Burgr, LLC (“GRB”) against PHWLTV, LLC (“PHWLTV”) and Gordon Ramsay in Case No. A-17-751759-B to pursue directly on his own behalf as assignee of GRB (an entity that has been canceled as of March 17, 2021), and authorizing Seibel to defend, on behalf of GRB, the claims asserted by Caesars¹ against GRB in Case No. A-17-760537-B. Accordingly, and pursuant to EDCR 7.40(B)(1), Seibel and GRB and their respective counsel of record hereby consent to the substitution of the law firm of Bailey ♦ Kennedy as attorneys for GRB in place of the law firm of Newmeyer & Dillion, LLP in Case Nos. A-17-751759-B and A-17-760537-B.

I hereby consent to the above substitution.

Dated: March __, 2021.

GR BURGR, LLC

By: _____

Its: _____

Dated: March __, 2021.

ROWEN SEIBEL

Dated: March __, 2021.

BAILEY ♦ KENNEDY

By: _____

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

Dated: March __, 2021.

NEWMAYER & DILLION LLP

By: _____

AARON D. LOVAAS (NSB #5701)
3800 Howard Hughes Parkway, Ste. 700
Las Vegas, NV 89169

¹ “Caesars” refers to PHWLTV, Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company, LLC (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”).

On March 8, 2021, in the matter entitled *In re: GR Burgr, LLC*, pending in the Court of Chancery of the State of Delaware, C.A. No. 12825-VCS, the Delaware Court entered an Order, a copy of which is attached hereto as Exhibit A, assigning to Rowen Seibel (“Seibel”) the claims for damages asserted by GR Burgr, LLC (“GRB”) against PHWLTV, LLC (“PHWLTV”) and Gordon Ramsay in Case No. A-17-751759-B to pursue directly on his own behalf as assignee of GRB (an entity that has been canceled as of March 17, 2021), and authorizing Seibel to defend, on behalf of GRB, the claims asserted by Caesars¹ against GRB in Case No. A-17-760537-B. Accordingly, and pursuant to EDCR 7.40(B)(1), Seibel and GRB and their respective counsel of record hereby consent to the substitution of the law firm of Bailey ♦ Kennedy as attorneys for GRB in place of the law firm of Newmeyer & Dillion, LLP in Case Nos. A-17-751759-B and A-17-760537-B.

I hereby consent to the above substitution.

Dated: March 17, 2021.

GR BURGR, LLC

Dated: March __, 2021.

ROWEN SEIBEL

By: /s/ Kurt Heyman

Its: Liquidating Trustee

Dated: March 17, 2021.

BAILEY ♦ KENNEDY

Dated: March 17, 2021.

NEWMAYER & DILLION LLP

By: /s/ Joshua P. Gilmore

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

By: /s/ Aaron D. Lovaas

AARON D. LOVAAS (NSB #5701)
3800 Howard Hughes Parkway, Ste. 700
Las Vegas, NV 89169

¹ “Caesars” refers to PHWLTV, Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company, LLC (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”).

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 17th day of March, 2021, 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
M. MAGALI MERCERA
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Attorneys for Nominal Plaintiff GR Burgr LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

Susan Russo

From: Kurt Heyman <kheyman@hegh.law>
Sent: Wednesday, March 17, 2021 12:01 PM
To: Aaron D. Lovaas
Cc: Joshua Gilmore; Yolanda C. Nance; Aaron Nelson; Paul Williams; PAUL B. SWEENEY; Stephanie Glantz; Susan Russo
Subject: Re: [EXTERNAL]:Seibel adv. Caesars

And mine.

Sent from my iPhone

On Mar 17, 2021, at 2:59 PM, Aaron D. Lovaas <Aaron.Lovaas@ndlf.com> wrote:

Thanks, Josh. You may affix my e-signature.

Aaron D. Lovaas
702.777.7519 | Aaron.Lovaas@ndlf.com
[Newmeyer & Dillion LLP](#)

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, March 17, 2021 11:47 AM
To: Aaron D. Lovaas <Aaron.Lovaas@ndlf.com>; Kurt Heyman <kheyman@hegh.law>
Cc: Yolanda C. Nance <Yolanda.Nance@ndlf.com>; Aaron Nelson <anelson@hegh.law>; Paul Williams <PWilliams@baileykennedy.com>; PAUL B. SWEENEY <PSweeney@certilmanbalin.com>; Stephanie Glantz <SGlantz@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: [EXTERNAL]:Seibel adv. Caesars

Kurt and Aaron,

Attached please find the Substitution of Counsel with the updated Certificate of Service. Please confirm that I may affix each of your e-signatures. Unless I'm told otherwise, for GR BURGR, LLC, I will have the "Its" line say: "Liquidating Trustee." I am also attaching the PDF copy signed by Mr. Seibel.

Once I have the file-stamped copy of the Implementing Order to attach as Exhibit A to the Substitution of Counsel, we'll get it filed and served.

Thanks.

Josh

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

www.BaileyKennedy.com

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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 e-mail message and any attachments from your workstation or network mail system.

EXHIBIT A

EXHIBIT A



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In Re: GR BURGR, LLC

ROWEN SEIBEL,

Respondent and
Counterclaim Plaintiff,

v.

C.A. No. 12825-VCS

GR US LICENSING, LP,

Petitioner
and Counterclaim Defendant,

and

GR BURGR, LLC,

Nominal Defendant.

**ORDER REGARDING LIQUIDATING
RECEIVER'S REPORT AND RECOMMENDATION**

WHEREAS, on October 13, 2016, petitioner GR US Licensing, LP ("GRUS") filed a petition (the "Petition") in this Court seeking the judicial dissolution of GR BURGR, LLC ("GRB") pursuant to 6 *Del. C.* § 18-802 and the appointment of a liquidating trustee to carry out the winding up of GRB pursuant to 6 *Del. C.* § 18-803;

WHEREAS, on November 23, 2016, respondent Rowen Seibel (“Seibel”) filed an answer to the Petition and asserted counterclaims against GRUS, which counterclaims consisted of: (i) three claims asserted derivatively on behalf of GRB (Count I for alleged breach of the License Agreement between GRUS and GRB, dated November 2012 (the “License Agreement”), Count II for misappropriation and unjust enrichment, and Count IV for breach of fiduciary duty (collectively the “Seibel Delaware Derivative Counterclaims”)) and (ii) one claim asserted directly against GRUS (Count III for breach of fiduciary duty (the “Seibel Delaware Direct Counterclaim” and, together with the Seibel Delaware Derivative Counterclaims, the “Seibel Delaware Claims”));

WHEREAS, on February 28, 2017, Seibel filed a derivative action on behalf of GRB against Gordon Ramsay and PHWLTV, LLC (“Planet Hollywood”) in the Eighth Judicial District Court, Clark County, Case No.: A-17-751759-B (the “Nevada Action”);

WHEREAS, on June 28, 2017, Seibel filed a First Amended Verified Complaint in the Nevada Action, which consisted of four causes of action asserted derivatively on behalf of GRB (First Cause of Action for alleged breaches of the Development, Operation and License Agreement Among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on behalf of PHW Las Vegas, LLC DBA Planet Hollywood (the “GRB Agreement”), Second Cause of Action for alleged

contractual breaches of the implied covenant of good faith and fair dealing, Third Cause of Action for unjust enrichment, and Fourth Cause of Action for civil conspiracy (collectively, the “Seibel Nevada Derivative Claims” and, together with the Seibel Delaware Derivative Counterclaims, the “Seibel Derivative Claims”);

WHEREAS, on August 25, 2017, the Court issued a Memorandum Opinion granting the Petition;

WHEREAS, on October 5, 2017, the Court issued an implementing Order Dissolving GRB And Appointing a Liquidating Trustee (the “Dissolution Order”), which appointed, subject to his acceptance, Kurt Heyman, Esquire as the Liquidating Trustee of GRB (the “Liquidating Trustee”);

WHEREAS, Mr. Heyman accepted the appointment as Liquidating Trustee;

WHEREAS, pursuant to the Order of the Court, dated December 13, 2017, the Court confirmed the Liquidating Trustee’s acceptance of his appointment as Liquidating Trustee of GRB;

WHEREAS, the Liquidating Trustee issued his Report and Proposed Liquidation Plan for GR BURGR, LLC (“Report and Plan”), on or about March 30, 2020;

WHEREAS, in his Report and Plan, at pages thirty (30) through thirty-nine (39), the Liquidating Trustee analyzed the Seibel Derivative Claims;

WHEREAS, in his Report and Plan, at pages forty (40) and forty-one (41), the Liquidating Trustee analyzed potential derivative claims GRUS might bring on behalf of GRB (the “GRUS Derivative Claims”);

WHEREAS, in his Report and Plan, at pages twenty-six (26) and twenty-seven (27), the Liquidating Trustee listed and described all known assets of GRB (the “GRB Assets”);

WHEREAS, in his Report and Plan, at pages three (3) and four (4), and again at pages forty-three (43) and forty-four (44), the Liquidating Trustee recommended that the Court adopt a plan (the “Liquidation Plan”) that would result in the assignment, with certain conditions, of all of the GRB Assets, specifically as follows: (i) the Seibel Derivative Claims to Seibel, (ii) the GRUS Derivative Claims to GRUS; (iii) all of GRB’s intellectual property and other intangible assets to GRUS, (iv) all liability for any claims asserted now or in the future against GRB to Seibel and Ramsay equally;

WHEREAS, the Liquidation Plan also provided that “after such assignments, GRB should be cancelled and this action should be dismissed after Seibel refiles [the Seibel Delaware Claims] in Nevada”;

WHEREAS, this Court received written exceptions from the parties with regard to the Report and Plan, held a hearing on June 26, 2020, and received post-

hearing written supplemental submissions from the parties and the Liquidating Trustee;

WHEREAS, in a written decision issued on October 13, 2020, this Court adopted, in its entirety, the Report and Plan, including specifically, at pages two (2) through five (5), the Liquidating Trustee's listing and description of the GRB Assets, the Liquidation Plan, and the Liquidating Trustee's analysis of the Seibel Derivative Claims and discussion of the GRUS Derivative Claims;

WHEREAS, GRUS moved for partial reconsideration of the Court's October 13, 2020 decision; and

WHEREAS, in a written decision dated November 2, 2020, this Court granted in part and denied in part GRUS's motion for partial reconsideration, modifying the Liquidation Plan to assign all of GRB's liabilities equally (*i.e.*, 50% each) to Seibel and GRUS.

NOW, THEREFORE, this 8th day of March, 2021, IT IS HEREBY ORDERED, THAT:

1. The Seibel Derivative Claims are hereby assigned to Seibel, and Seibel accepts such assignment subject to, and upon, the following conditions:

(i) if he chooses to pursue them, as soon as is reasonably practicable and in no event later than forty-five (45) calendar days following entry of this Order, Seibel shall refile the Seibel Delaware Claims in Nevada, and may

pursue the Seibel Delaware Derivative Claims directly on his own behalf as assignee of GRB, with all right, title, and interest in and to the Seibel Delaware Derivative Claims held by GRB being hereby assigned and transferred to Seibel, and upon such re-filing, this action shall be dismissed with prejudice as set forth below;¹

(ii) Seibel, and only Seibel, may hereafter pursue the Seibel Nevada Derivative Claims directly on his own behalf as assignee of GRB (which entity shall be cancelled as set forth below) with all right, title, and interest in and to the Seibel Nevada Derivative Claims held by GRB being hereby assigned and transferred to Seibel;

(iii) to the extent Seibel hereafter pursues any of the Seibel Derivative Claims, he shall do so entirely at his own cost; and

(iv) to the extent Seibel prevails with respect to any of the Seibel Derivative Claims, the remedy shall be limited to monetary damages and

¹ Notwithstanding the re-filing of the Seibel Delaware Claims in Nevada, the Seibel Delaware Claims shall be deemed to have been filed, for purposes of all applicable statutes of limitation and/or statutes of repose, as of the date of their initial filing in this action. Further, GRUS shall not assert lack of personal jurisdiction as a defense to the Seibel Delaware Claims upon their re-filing in Nevada.

Seibel shall be entitled to recover no more than 50% of the total amount of damages awarded for each such claim;²

2. The GRUS Derivative Claims are hereby assigned to GRUS, and GRUS accepts such assignment subject to, and upon, the following conditions:

(i) GRUS, and only GRUS, may hereafter pursue the GRUS Derivative Claims directly on its own behalf, as assignee of GRB (which entity shall be cancelled as set forth below), with all right, title, and interest in and to the GRUS Derivative Claims held by GRB being hereby assigned and transferred to GRUS;

(ii) to the extent GRUS hereafter pursues any of the GRUS Derivative Claims, it shall do so entirely at its own cost; and

(iii) to the extent GRUS prevails with respect to any of the GRUS Derivative Claims, GRUS shall be limited to monetary damages and it shall be entitled to recover no more than 50% of the total amount of damages awarded for each such claim.

The defense of the claims that have been asserted against GRB, or which may be asserted against GRB, in the Nevada Action and/or the action

² Certain defendants to the Seibel Derivative Claims, including Ramsay and Planet Hollywood, are not parties to this Stipulation and Order but shall have the right to enforce the limitations on remedies and damages to such claims as set forth herein as third-party beneficiaries.

consolidated therewith, *Desert Palace, et al. v. Seibel, et al.*, Case No.: A-17-760537-B (the “Declaratory Judgment Action”), is hereby assigned to Seibel and Seibel accepts such assignment on the condition that he shall be solely responsible for all costs and expenses related to such defense on and after the date the substitution of counsel stipulations are filed by the Liquidating Trustee in the Nevada Action and the Declaratory Judgment Action as set forth in paragraph 9 below;

3. All of GRB’s intellectual property and other intangible assets are hereby assigned to GRUS as set forth in the Assignment and Transfer Agreement (attached to this Stipulation and Order as Exhibit A); provided that such assignment shall not be asserted as a defense by GRUS or Ramsay to the Seibel Derivative Claims and/or Seibel Delaware Direct Counterclaim;³

4. All liability for any additional fees and expenses due to the Liquidating Trustee shall be shared equally between GRUS and Seibel; provided that, because GRUS previously loaned GRB \$100,000 to pay for fees and expenses incurred by the Liquidating Trustee and the entire \$100,000 has been paid to the Liquidating Trustee for fees and expenses incurred, and because Seibel entered into loan agreements with the Liquidating Trustee to loan a total of \$100,000 to GRB to pay

³ Except as set forth in Paragraph 1, fn. 1, and Paragraph 4, GRUS preserves and may assert any argument or defense to the Seibel Delaware Claims that currently exist in law or equity.

for fees and expenses incurred by the Liquidating Trustee but the entire \$100,000 has not yet been paid to the Liquidating Trustee, Seibel shall remain solely responsible for all fees and expenses incurred by the Liquidating Trustee until a total of \$100,000 has been paid by Seibel to the Liquidating Trustee for fees and expenses incurred by the Liquidating Trustee. Therefore, the parties' responsibility to share equally in the Liquidating Trustee's fees and expenses shall not commence until Seibel's \$100,000 loan has been exhausted, provided that, if a party takes any action following the entry of this Order that causes the Liquidating Trustee to incur fees and expenses (e.g., by filing an appeal), that party shall be solely responsible for all associated fees and expenses incurred by the Liquidating Trustee in connection with that action;

5. All other liabilities of GRB (*i.e.*, aside from the payment of the Liquidating Trustee's fees and expenses as set forth in paragraph 5 above) are hereby assigned, 50% each, to GRUS and Seibel;

6. All assignments of the GRB Assets and liabilities as set forth in the preceding paragraphs shall be effective immediately upon the Liquidating Trustee's filing of the letter to the Court regarding payment referenced in paragraph 7 below;

7. Within five (5) days of the submission of this Order, the Liquidating Trustee shall submit his and his Nevada counsel's invoices for unbilled services rendered and disbursements to the parties for payment. The parties shall pay their

respective shares of the invoices referenced above within five (5) days of receipt. Upon entry of this Order and payment in full of the invoices referenced above in accordance with the parties' respective obligations, the Liquidating Trustee shall file a letter with the Court certifying such payment and shall cause the Certificate of Cancellation for GRB, substantially in the form attached hereto as Exhibit B, to be filed with the Delaware Secretary of State. Such cancellation shall not be asserted as a defense by GRUS or Ramsay to the Seibel Derivative Claims and/or Seibel Delaware Direct Counterclaim;⁴

8. Within three (3) business days of the filing of the Certificate of Cancellation for GRB, the Liquidating Trustee shall file the substitution of counsel stipulations in the Nevada Action and Declaratory Judgment Action substantially in the form attached hereto as Exhibit C;

9. Within five (5) business days of the refile by Seibel of the Seibel Delaware Claims in Nevada as set forth in paragraph 1 above, the parties shall submit a Stipulation of Dismissal substantially in the form attached hereto as Exhibit D; and

⁴ While the Court recognizes that this Order is not enforceable against non-parties to this proceeding, it is the express intention of this Court that the prohibitions contained in paragraphs 4 and 8 against the use of the Assignment and Transfer Agreement and cancellation of GRB as defenses to the claims assigned herein apply to Planet Hollywood, in its defense against the assigned claims.

10. The Court shall retain jurisdiction solely for purposes of hearing any disputes that arise out of this Stipulation and Order.

/s/ Joseph R. Slights III

Vice Chancellor

EXHIBIT A

**TO THE ORDER REGARDING LIQUIDATING
RECEIVER'S REPORT AND RECOMMENDATION**

GR BURGR, LLC ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (this "Assignment"), dated as of March 5, 2021 (the "Effective Date"), is made by GR BURGR, LLC ("Assignor" or "GRB"), on the one hand, and GR US Licensing, LP ("Assignee" or "GRUS"), on the other hand.

WHEREAS, in 2012, GRUS and Rowen Seibel ("Seibel") formed GRB as a Delaware limited liability company and entered into the limited liability company agreement of GRB (the "LLC Agreement");

WHEREAS, in 2012, GRB and GRUS executed an agreement whereby, among other things, GRUS licensed to GRB the trademark "BURGR Gordon Ramsay" (the "License Agreement");

WHEREAS, in 2012, GRB and Gordon Ramsay ("Ramsay") entered into a Development, Operation, and License Agreement with PHW Las Vegas, LLC d/b/a Planet Hollywood ("Planet Hollywood"). This agreement is hereinafter referred to as the "Caesars Agreement";

WHEREAS, in the Caesars Agreement, GRB licensed and sublicensed certain trademarks and other intellectual property and rights to Planet Hollywood for use in a burger-themed restaurant in the Planet Hollywood Resort & Casino in Las Vegas, Nevada known as "BURGR Gordon Ramsay" (the "BURGR Restaurant");

WHEREAS, in or around December 2012, the BURGR Restaurant opened;

WHEREAS, no restaurant involving GRB other than the BURGR Restaurant operated at Planet Hollywood Resort & Casino in Las Vegas, Nevada was ever opened;

WHEREAS, Planet Hollywood terminated the Caesars Agreement in September 2016;

WHEREAS, GRUS terminated the License Agreement in September 2016;

WHEREAS, in October 2016, GRUS filed a petition for judicial dissolution of GRB (the "Petition") in the Court of Chancery of the State of Delaware (the "Court of Chancery") in the action styled *In re: GR BURGR, LLC*, C.A. No. 12825;

WHEREAS, on November 23, 2016, Seibel filed an answer to the Petition and asserted counterclaims against GRUS, which counterclaims consisted of: (i) three claims asserted derivatively on behalf of GRB (Count I for alleged breach of the License Agreement), Count II for misappropriation and unjust enrichment, and Count IV for breach of fiduciary duty (collectively the "Seibel Delaware Derivative Counterclaims") and (ii) one claim asserted directly against GRUS (Count III for breach of fiduciary duty (the "Seibel Delaware Direct Counterclaim" and, together with the Seibel Delaware Derivative Counterclaims, the "Seibel Delaware Claims"));

WHEREAS, in February 2017, Seibel, derivatively on behalf of GRB, brought a lawsuit against Planet Hollywood and Ramsay arising from or relating to the Caesars Agreement in the Eighth Judicial District Court in the State of Nevada, Clark County (the "Nevada Court"), in the

case styled *Seibel v. PHWLIV, LLC*, Case No. A-17-751759-B (the “GRB Lawsuit”). On June 28, 2017, Seibel filed a First Amended Verified Complaint in the GRB Lawsuit, which consisted of four causes of action asserted derivatively on behalf of GRB (First Cause of Action for alleged breaches of the Caesars Agreement, Second Cause of Action for alleged contractual breaches of the implied covenant of good faith and fair dealing, Third Cause of Action for unjust enrichment, and Fourth Cause of Action for civil conspiracy (collectively, the “Seibel Nevada Derivative Claims” and, together with the Seibel Delaware Derivative Counterclaims, the “Seibel Derivative Claims”);

WHEREAS, in July 2017, Seibel, purportedly derivatively on behalf of GRB, filed a Notice of Opposition to Ramsay’s U.S. Trademark Application Serial No. 87208916 with the United States Patent and Trademark Office, which is currently pending before the Trademark Trial and Appeal Board as Opposition No. 91235558 (“Notice of Opposition”). The Notice of Opposition was filed against only U.S. Trademark Application Serial No. 87208916, but also included language requesting that Ramsay’s U.S. Trademark Application Serial Nos. 87252882 and 87252896 be refused registration (all three (3) trademark applications hereinafter collectively referred to as the “Ramsay Trademark Applications”);

WHEREAS, in August 2017, Planet Hollywood and certain of its affiliates (collectively, “Caesars”) brought a declaratory judgment action against GRB, Seibel, and entities associated or affiliated with Seibel in the Nevada Court, in the case styled *Desert Palace, Inc. v. Seibel*, Case No. A-17-760537-B (the “Declaratory Judgment Action”). The Nevada Court subsequently consolidated the GRB Lawsuit with the Declaratory Judgment Action (collectively, the “Nevada Action”);

WHEREAS, in August 2017, the Court of Chancery found it was not reasonably practicable for GRB to carry on its business, and therefore, GRB should be judicially dissolved pursuant to 6 *Del. C.* § 18-802. By order on October 5, 2017, the Court of Chancery dissolved GRB and appointed a liquidating trustee (the “Receiver”) on behalf of GRB to wind up the affairs of GRB, which included the pursuit of any litigation claims that GRB may hold;

WHEREAS, on March 30, 2020, the Receiver submitted his Report and Proposed Liquidation Plan for GR BURGR, LLC (“Proposed Liquidation Plan”). In his Proposed Liquidation Plan, the Receiver recommended that the Court of Chancery assign “all of GRB’s intellectual property and other intangible assets to Ramsay, provided that such assignment shall have no effect on the Assigned Claims, or any damages awarded therefrom”; and

WHEREAS, on October 13, 2020, the Court of Chancery issued its Letter Opinion adopting the Proposed Liquidation Plan and instructing the parties to prepare an implementing order and the agreement(s) necessary to implement the Proposed Liquidation Plan, including this Assignment.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the parties hereby agree as follows:

1. Definitions.

1.1 Assets. The term “Assets” means any and all intellectual property of every kind and description, and any and all intangible assets or property, owned or held by Assignor, or used in the conduct of the business of Assignor, (collectively the “Assets”) including, but not limited to, all Intellectual Property (as defined below) and all Assets listed on Exhibit 1 attached hereto and all rights to use and exploit such Assets and to retain any income arising from exploitation of the Assets. The term “Assets” does not include the Assigned Claims.

1.2 Assigned Claims. The term “Assigned Claims” means the Seibel Derivative Claims. The term “Assigned Claims” does not include the Seibel Delaware Direct Claim.

1.3 Intellectual Property. The term “Intellectual Property” means any or all of the following and all rights in, arising out of, or associated therewith (including common law rights): (a) all trademarks, service marks, trade names, business names, corporate names, trade dress, distinguishing guises, slogans, meta tags, and other characters, brand elements or other distinguishing features used in connection with goods or services, whether or not registered or the subject of an application for registration and whether or not registrable, and the associated goodwill of the business symbolized by any of the foregoing; (b) all documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of them, including all copyrights and other rights of authorship corresponding thereto, whether or not registered or the subject of an application for registration and whether or not registrable; (c) all moral and economic rights of authors and inventors, however denominated, throughout the world; (d) all inventions, discoveries, patents, patent applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (e) all recipes, trade secrets, processes, developments and improvements, technical expertise, research data, and proprietary and confidential information, know how, technology, business methods, formulae, technical data and customer lists, tangible or intangible proprietary information, whether or not patented or the subject of an application for patent and whether or not patentable, methods and process for making any of the foregoing, and all documentation relating to any of the foregoing (whether in written or electronic form); (f) rights of privacy or publicity; (g) all Web addresses, sites and domain names and numbers; (h) any similar or equivalent rights to any of the foregoing anywhere in the world, including any application, registration or renewal therefore; (i) all tangible aspects of the foregoing; (j) all rights in licenses, sublicenses, franchise agreements, waivers and other contracted rights in any of the foregoing; (k) any right to use or exploit any of the foregoing; and (l) any other proprietary right, whether arising under the laws of the United States or any other country.

2. Assignment of Assets. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its designees, successors, assigns, and legal representatives, all right, title and interest that Assignor may have in, to and under all Assets, with specific examples of such Assets set forth

in Exhibit 1 attached hereto (collectively, the “Transferred Assets”), and Assignor acknowledges that Assignee now owns and will own all such existing and future right, title and interest in and to the Transferred Assets.

3. Further Assurances. Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents that Assignee determines at any time to be reasonably necessary to complete the timely transfer of the Transferred Assets to Assignee. Furthermore, Assignor will, upon reasonable request of Assignee, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Transferred Assets in all countries. Assignor will not be required to do any act or execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agent and attorney-in-fact to act for and on its behalf and instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Transferred Assets and improvements thereto with the same legal force and effect as if executed by Assignor and Assignee may only act upon such agency and power of attorney in the event that Assignor refuses (or is otherwise unable) to fulfill its obligations under this Section 3 within a reasonable period of time after being asked to do so by Assignee.

4. Waiver of Moral Rights. Assignor hereby irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Transferred Assets and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country’s copyright law; and (b) any rights of attribution and integrity or any other “moral rights of authors” existing under applicable law.

5. Assignor’s Transfer and Cessation of Use of the Transferred Assets.

5.1 On the Effective Date, Assignor will immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos (or anything confusingly similar thereto) as they appear in the Transferred Assets in any manner, including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta-tag, directory search term, or a component of any of the foregoing except as may be requested by Assignee, and provided further that Assignor may use such terms or components thereof in ordinary communications, or for uses that do not (individually or in the aggregate) cause a likelihood of confusion with the Assignor or its products or services.

5.2 On the Effective Date, Assignor will: (i) provide to Assignee all existing documentation and information in Assignor’s possession or control that relates to the Transferred

Assets (and to the extent information relating to the Transferred Assets is not in a medium that is reasonably transferable to Assignee on the date hereof, Assignor will promptly record such information in a reasonably suitable form and furnish such information to Assignee); (ii) destroy all remaining copies of all printed or electronic media in Assignor's possession pertaining to such documentation or information except that three (3) copies may be retained for archival purposes; and (iii) cease all use and development of, and forever refrain from using in any manner, the trade secrets and any confidential information that relates to the Transferred Assets except as may be requested by Assignee.

5.3 On the Effective Date, Assignor will sign and deliver a copy of the Withdrawal of Opposition with Prejudice before the Trademark Trial and Appeal Board in Opposition No. 91235558 in the form of Exhibit 2 attached hereto. Assignor acknowledges and agrees that it will not oppose or contest the registration and/or use of the trademarks that are the subject of the Ramsay Trademark Applications, and will not in the future oppose or contest their registration anywhere in the world.

6. Irrevocable and Binding Assignment. Assignor does not have the right to (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Transferred Assets and any derivative works thereof which are consistent with the terms of this Assignment.

7. Use of Assignment as a Defense to Assigned Claims or Limitation on Damages. Neither Assignee nor Ramsay shall use or rely on this Assignment as a defense to any of the Assigned Claims, or as a limitation on the damages, if any resulting from the Assigned Claims. This Assignment is not intended for use by any other party, including but not limited to Planet Hollywood in the Nevada Action, as a defense to any of the Assigned Claims.

8. No Waiver of Defenses. Nothing in this Assignment shall waive or otherwise impair any of the defenses of Ramsay or GRUS to any claims or causes of action brought against any them or their affiliates, including but not limited to the Assigned Claims.

9. No Admission of Liability. This Assignment shall not constitute an admission by the Assignor or GRUS of liability for any matter including, but not limited to, the Assigned Claims. Nothing in this Assignment nor any act or omission relating thereto is or shall be considered an admission, concession, acknowledgement or determination of any liability by Assignor or GRUS, whatsoever.

10. Entire Agreement; Amendments. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof and thereof. This Assignment may be modified only by a written agreement signed by both parties.

11. Successors and Assigns. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which, when taken together, shall constitute the same instrument notwithstanding that the Parties may not have signed the same counterpart. This Assignment may be executed and delivered by electronic means such as PDFs and upon such delivery the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

13. Warranties and Representations. Assignor represents and warrants that:

13.1 Assignor has the full right, power and authority to enter into this Assignment and to make the representations and warranties herein;

13.2 No other person or entity has any right, title or interest, whether in income or otherwise, in and to the Transferred Assets;

13.3 Assignor has not done or caused or permitted to be done any act or thing by which any of the rights herein granted and purported to be granted to Assignee have been in any way impaired; and

13.4 Assignor will not at any time execute any further agreement or agreements in conflict herewith, nor in any way attempt to encumber the rights herein granted or do or cause or permit to be done any act or thing by which the rights herein granted and purported to be granted to Assignee may in any way be impaired.

14. Governing Law. This Assignment and all disputes and controversies arising hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of and venue in any state or federal court located in the State of Delaware, in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein, and irrevocably consents to service of process in any manner authorized by the laws of the State of Delaware for such persons. Each of the parties hereto irrevocably waives any right to, and irrevocably covenants not to, assert or plead any objection which such party might otherwise have to such jurisdiction and venue and such process; provided, however, that any party hereto shall be entitled to seek equitable or injunctive relief in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein in any forum having proper legal jurisdiction over such matter.

15. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Assignment, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

GR Burgr, LLC (through its liquidating trustee)

By _____

Date _____

ASSIGNEE:

GR US Licensing, LP

By _____

Date _____

EXHIBIT 1

Assets

Assets shall specifically include all of Assignor's Intellectual Property and all of Assignor's other intangible assets, including, but not be limited to, the following:

- The "GRB Marks" and "General GR Materials," as those terms are defined in the Caesars Agreement, including any modification, adaption, improvement or derivative of or to the GRB Marks and GR General Materials and any goodwill generated by such use;
- The "Company Rights," including the "Company Trademarks," the "Concept," and the "Recipes and Menus," as those terms are defined in the LLC Agreement;
- All rights which survived the termination of the Caesars Agreement, except to the extent any such rights are included in the Assigned Claims;
- U.S. Trademark Registration No. 4614406 (Appl. Serial No. 85802746) for the following trademark filed on December 14, 2012 and registered on September 30, 2014:



, and the goodwill of the business symbolized by the trademark;

- U.S. Trademark Registration No. 4336520 (Appl. Serial No. 85774182) for the following trademark filed on November 7, 2012 and registered on May 14, 2013: BURGR, and the goodwill of the business symbolized by the trademark;
- Trademarks, service marks, trade dress, trade names, logos, emblems, and indicia of origin, including, but not limited to, BURGR Gordon Ramsay, any trademark owned by Assignor utilizing the BURGR Gordon Ramsay name, GR BURGR, BURGR, and the goodwill of the business symbolized by the foregoing;
- The distinctive proprietary system for operating restaurants, including, without limitation, the restaurant operation using the concept, which system includes, without limitation, unique menus and menu items, ingredients, recipes, signature products, methods of preparation, specifications for food products and beverages, methods of inventory, operations control, equipment and design, all of which may have been improved, furthered and developed by Assignor and/or its affiliates;

- Any and all specially created designs, and any and all copyrights and other intangible property rights in them and in any package design, label, package insert, signage, advertising, promotional or other material displaying any related trademarks;
- Any and all ancillary designs and uniforms related to and including the overall BURGR Gordon Ramsay concept;
- Any and all trade secrets of Ramsay or Assignor;
- All of GRB's rights under the License Agreement, including all rights which survived termination, except to the extent any such rights are included in the Assigned Claims;
- Any and all rights of any kind whatsoever of Assignor accruing under any of the Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assets, excepting royalties, fees, income, payments or other proceeds now or hereafter due or payable with respect to the Assigned Claims; and
- With the limited exception of the Assigned Claims, any and all claims and causes of action, with respect to any of the Assets, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

EXHIBIT B

**TO THE ORDER REGARDING LIQUIDATING
RECEIVER'S REPORT AND RECOMMENDATION**

**CERTIFICATE OF CANCELLATION
OF
CERTIFICATE OF FORMATION
OF
GR Burgr, LLC**

WHEREAS, on October 5, 2017, the Delaware Court of Chancery issued an implementing Order Dissolving GR Burgr, LLC And Appointing a Liquidating Trustee, which appointed, subject to his acceptance, Kurt Heyman, Esquire as the Liquidating Trustee of GR Burgr, LLC (the "Liquidating Trustee"), to wind up GR Burgr, LLC's affairs pursuant to 6 *Del. C.* § 18-803; and

WHEREAS, on December 13, 2017, the Delaware Court of Chancery issued an Order Confirming Acceptance of the Liquidating Trustee's Appointment.

This Certificate of Cancellation of Certificate of Formation (the "Certificate of Cancellation") is being executed and filed by the undersigned authorized person to cancel the certificate of formation of GR Burgr, LLC, a limited liability company formed under the Delaware Limited Liability Company Act, 6 *Del. C.* § 18-101 *et seq.* (as amended, the "Act").

1. The name of the limited liability company (the "Company") is GR Burgr, LLC.
2. The Certificate of Formation of GR Burgr, LLC was filed on October 8, 2012 with the Secretary of State of the State of Delaware.
3. The Certificate of Cancellation shall be effective upon filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Cancellation has been executed by the undersigned authorized person on ____ in accordance with the Act.

Name: Kurt Heyman, Esq.
Liquidating Trustee of GR Burgr, LLC, as
authorized person

EXHIBIT C

**TO THE ORDER REGARDING LIQUIDATING
RECEIVER'S REPORT AND RECOMMENDATION**

SUBT (CIV)

JOHN R. BAILEY

Nevada Bar No. 0137

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSHUA P. GILMORE

Nevada Bar No. 11576

PAUL C. WILLIAMS

Nevada Bar No. 12524

STEPHANIE J. GLANTZ

Nevada Bar No. 14878

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

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DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

SGlantz@BaileyKennedy.com

*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*

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

**SUBSTITUTION OF ATTORNEYS FOR GR
 BURGR, LLC**

On March __, 2021, in the matter entitled *In re: GR Burgr, LLC*, pending in the Court of Chancery of the State of Delaware, C.A. No. 12825-VCS, the Delaware Court entered an Order, a copy of which is attached hereto as Exhibit A, assigning to Rowen Seibel ("Seibel") the claims for damages asserted by GR Burgr, LLC ("GRB") against PHWLTV, LLC ("PHWLTV") and Gordon Ramsay in Case No. A-17-751759-B to pursue directly on his own behalf as assignee of GRB (an entity that has been canceled as of _____, 2021), and authorizing Seibel to defend, on behalf of GRB, the claims asserted by Caesars¹ against GRB in Case No. A-17-760537-B. Accordingly, and pursuant to EDCR 7.40(B)(1), Seibel and GRB and their respective counsel of record hereby consent to the substitution of the law firm of Bailey♦Kennedy as attorneys for GRB in place of the law firm of Newmeyer & Dillion, LLP in Case Nos. A-17-751759-B and A-17-760537-B.

I hereby consent to the above substitution.

Dated: March __, 2021.

GR BURGR, LLC

By: _____

Its: _____

Dated: March __, 2021.

ROWEN SEIBEL

Dated: March __, 2021.

BAILEY♦KENNEDY

By: _____

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

Dated: March __, 2021.

NEWMAYER & DILLION LLP

By: _____
AARON D. LOVAAS (NSB #5701)
3800 Howard Hughes Parkway, Ste. 700
Las Vegas, NV 89169

¹ "Caesars" refers to PHWLTV, Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC").

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the ___ day of March, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

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

JOHN D. TENNERT Email: jtennert@fclaw.com
FENNEMORE CRAIG, P.C. Attorneys for Defendant Gordon Ramsay
 7800 Rancharra Parkway
 Reno, NV 89511

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

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

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

Employee of BAILEY ♦ KENNEDY

EXHIBIT D

**TO THE ORDER REGARDING LIQUIDATING
RECEIVER'S REPORT AND RECOMMENDATION**

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re: GR Burgr, LLC

GR US LICENSING, LP,

Petitioner,

ROWEN SEIBEL,

Respondent and Counterclaim
Plaintiff,

v.

GR US LICENSING, LP,

Petitioner and Counterclaim
Defendant,

and

GR BURGR, LLC,

Nominal Defendant.

C.A. No. 12825-VCS

**STIPULATION AND [PROPOSED]
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, on _____, the Court entered the [Proposed] Order Regarding Liquidating Receiver's Report and Recommendation (the "Implementing Order");

WHEREAS, the Implementing Order is incorporated by reference herein;

WHEREAS, on _____, in accordance with paragraph 1 of the Implementing Order, Seibel refiled the Seibel Delaware Claims¹ in Nevada [or, Seibel has not refiled the Seibel Delaware Claims in Nevada within forty-five (45) days of the entry of the Implementing Order]; and

WHEREAS, on _____ the Liquidating Trustee filed a Certificate of Cancellation for GRB with the Delaware Secretary of State.

NOW, THEREFORE, this _____ day of _____ 2021, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES HERETO, SUBJECT TO THE APPROVAL OF THE COURT, THAT:

1. The Seibel Delaware Claims are dismissed with prejudice, but without prejudice to the Seibel Delaware Claims being pursued in Nevada by Seibel.

2. The Liquidating Trustee is hereby discharged. Any remaining fees and expenses due to the Liquidating Trustee through the date of this Stipulation and [Proposed] Order shall be shared equally between GRUS and Seibel, in accordance with paragraph 4 of the Implementing Order.

3. This Court shall retain jurisdiction over this matter solely for purposes of hearing any disputes that arise out of the Implementing Order.

CHIPMAN BROWN CICERO &
COLE, LLP

POTTER ANDERSON
& CORROON LLP

¹ Capitalized terms shall have the meaning ascribed to them in the Implementing Order.

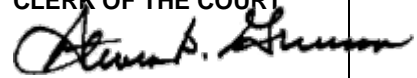
Paul D. Brown (#3903)
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Hercules Plaza
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Wilmington, DE 19801
(302) 295-0191

Timothy R. Dudderar (# 3890)
Jacqueline A. Rogers (# 5793)
Justin T. Hymes (#6671)
1313 North Market Street
Hercules Plaza, 6th Floor
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(302) 984-6000

Kurt M. Heyman (# 3054)
Aaron M. Nelson (# 5941)
300 Delaware Avenue, Suite 200
Wilmington, DE 19801
(302) 472-7300

AA04117

TAB 98



OBJ (CIV)

JOHN R. BAILEY

Nevada Bar No. 0137

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSHUA P. GILMORE

Nevada Bar No. 11576

PAUL C. WILLIAMS

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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*

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

**OBJECTIONS TO EVIDENCE OFFERED BY
CAESARS IN SUPPORT OF ITS MOTIONS
FOR SUMMARY JUDGMENT**

HEARING NOT REQUESTED

1 Rowen Seibel and the Development Entities¹ (collectively, the “Development Parties”), by
2 and through their counsel, object to the following evidence submitted by Caesars² with its
3 Appendix of Exhibits in support of its Motions for Summary Judgment Nos. 1 and 2, filed March
4 25, 2021 (the “Motions”):

5 1. **Exhibit 16:** The document is irrelevant, and thus, inadmissible. NRS 48.025(2). In
6 or around September 2016, Caesars determined that Seibel was unsuitable and, further, that The
7 Seibel Family 2016 Trust (the “Trust”) was unsuitable due to Seibel’s relationships with its
8 Trustees and Beneficiaries. Seibel’s prenuptial agreement is not relevant to assist the jury in
9 assessing these suitability determinations, particularly because it was not considered at the time by
10 Caesars. Further, because the prenuptial agreement was nullified by Seibel and his wife (Bryn
11 Dorfman), its probative value is substantially outweighed by the danger of unfair prejudice,
12 confusion of the issues or of misleading the jury. NRS 48.035(1). In addition, its probative value is
13 substantially outweighed by a needless presentation of cumulative evidence. NRS 48.035(2). For
14 these reasons, the Court should disregard Exhibit 16.

15 2. **Exhibit 22:** The document contains inadmissible hearsay. NRS 51.035; NRS
16 51.065(1). Other than statements made by Seibel or his counsel, the Court should disregard
17 statements by others in Exhibit 22.

18 3. **Exhibit 24:** Caesars failed to lay a proper foundation for this document—neither Mr.
19 Seibel nor his counsel authored the document. *Frias v. Valle*, 101 Nev. 219, 221-22, 698 P.2d 875,
20 876-77 (1985). Further, the document contains inadmissible hearsay; it is being offered by Caesars
21 to prove the truth of the matters asserted. Further, attached to the document is an affidavit from a
22 non-party (inadmissible hearsay) that itself contains inadmissible hearsay, as well as various
23 newspaper articles containing inadmissible hearsay. NRS 51.035; NRS 51.065(1); NRS 51.067.
24 For these reasons, the Court should disregard Exhibit 24.

25 ¹ “Development Entities” refers to Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ
26 Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV
27 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”); and GR Burgr LLC (“GRB”).

28 ² “Caesars” refers to PHWLTV, LLC (“Planet Hollywood”), Desert Palace, Inc. (“Caesars Palace”), Paris Las
Vegas Operating Company, LLC (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”).

1 4. **Exhibit 25:** The document contains inadmissible hearsay. NRS 51.035; NRS
2 51.065(1). Other than statements made by Seibel or his counsel, the Court should disregard
3 statements by others in Exhibit 25.

4 5. **Exhibit 26:** The document contains inadmissible hearsay. NRS 51.035; NRS
5 51.065(1). Embedded within the email is a newspaper article containing inadmissible hearsay. As
6 a result, the Court should disregard Exhibit 26.

7 6. **Exhibit 27:** The document contains inadmissible hearsay. NRS 51.035; NRS
8 51.065(1). The document includes out-of-court statements from an employee of the Nevada
9 Gaming Control Board (“NGCB”) to Caesars as well as internal statements between and among
10 employees and members of the NGCB—all of which are being offered by Caesars to prove the truth
11 of the matters asserted. Further, due to the gaming privilege, the Development Parties were unable
12 to cross-examine those employees and members of the NGCB regarding this matter. NRS
13 463.120(5); *see also* NRS 49.285 (codifying the public officer privilege). It would be unfair for the
14 Court to consider out-of-court statements from employees and/or members of the NGCB regarding
15 this matter. Further, Exhibit 27’s probative value (if any) is substantially outweighed by the danger
16 of unfair prejudice, confusion of the issues or of misleading the jury. NRS 48.035(1). For these
17 reasons, the Court should disregard Exhibit 27.

18 7. **Exhibit 37:** The document contains inadmissible hearsay. NRS 51.035; NRS
19 51.065(1). Caesars may offer the document solely for purposes of establishing the fact that GR US
20 Licensing, LP initiated a dissolution proceeding of GRB in Delaware; the allegations within the
21 petition are inadmissible hearsay and should not be considered by the Court.

22 8. **Exhibit 40:** The document contains inadmissible hearsay. NRS 51.035; NRS
23 51.065(1). The document is a letter containing out-of-court statements from an attorney for Caesars
24 (Mark Clayton, Esq.) being offered by Caesars to prove the truth of the matters asserted. Next, the
25 letter attaches a transcript (separately attached to Caesars’ Motions as Exhibit 25). The
26 Development Parties incorporate herein by reference the objections set forth above to Exhibit 25.
27 Further, the letter attaches a copy of the initial Complaint filed in this matter by Caesars, which is
28 inadmissible hearsay. As to the letter itself, during Mr. Clayton’s deposition on September 20,

2019, Caesars instructed him to not answer any questions relating to the letter. (*See* Excerpt of Dep. of Mark Clayton, Esq., Appx., Ex. 620, at 100:18-104:17.) Because the Development Parties were unable to cross-examine Mr. Clayton regarding this letter, it would be unfair for the Court to consider it (or its various attachments). For these reasons, the Court should disregard Exhibit 40.

9. **Exhibit 41:** The document contains inadmissible hearsay. NRS 51.035; NRS 51.065(1). The document includes out-of-court statements from a former member of the NGCB (A.G. Burnett, Esq.) being offered by Caesars to prove the truth of the matters asserted. Further, due to the gaming privilege, the Development Parties were unable to cross-examine Mr. Burnett regarding this matter. NRS 463.120(5); *see also* NRS 49.285 (codifying the public officer privilege). That is particularly significant because the Development Parties were unable to determine what information, if any, was reviewed by Mr. Burnett before he prepared and sent his letter to Mr. Clayton. During Mr. Clayton's deposition on September 20, 2019, Caesars instructed him to not answer any questions relating to information that he may have provided to Mr. Burnett prior to his receipt of this letter. (*See* Excerpt of Dep. of Mark Clayton, Esq., Appx., Ex. 120, at 104:19-107:20.) Because the Development Parties were unable to cross-examine Mr. Clayton regarding this letter, it would be unfair for the Court to consider it. Next, Caesars did not lay a proper foundation upon which Mr. Burnett made his statements. Specifically, Caesars did not show what evidence was reviewed by Mr. Burnett (if any) and which witnesses were interviewed by Mr. Burnett (if any). It is undisputed that Mr. Burnett lacks personal knowledge of the underlying facts. Absent a proper foundation, the letter should not be considered by the Court. *Frias*, 101 Nev. at 221-22, 698 P.2d at 876-77. In addition, it appears from public record that Mr. Burnett began representing Caesars after he retired from the NGCB, questioning his impartiality. (*See, e.g.,* Stutz, Howard, *Nevada Oks Caesars' ownership of William Hill; CEO says it will sell bookmaker's international business*, CDC Gaming Reports Inc. (Mar. 19, 2021), *available at* <https://www.cdcgamingreports.com/nevada-oks-caesars-ownership-of-william-hill-ceo-says-it-will-sell-bookmakers-inernational-buiness.html> (last visited Mar. 25, 2021).³) Further, given Mr.

³ The Court may consider this newspaper article because it is not being offered to prove the truth of the matters asserted (e.g., information related to a recent acquisition) but simply to show Mr. Burnett's role as counsel for Caesars.

1 Burnett's lack of knowledge of the issues, Exhibit 41's probative value is substantially outweighed
2 by the danger of unfair prejudice, confusion of the issues or of misleading the jury. NRS 48.035(1).
3 Finally, the document contains an ultimate conclusion to be made by the jury in this case – e.g.,
4 whether Caesars acted appropriately and met its duty to deal fairly and in good faith with the
5 Development Parties when terminating the various agreements at issue. For these reasons, the
6 Court should disregard Exhibit 41.

7 10. **Exhibits 42-44:** The document contains inadmissible hearsay. NRS 51.035; NRS
8 51.065(1). Further, the documents were not disclosed pursuant to NRCP 16.1 and are not otherwise
9 subject to judicial notice. NRCP 37(c)(1). In addition, the documents are not relevant (when GRB
10 filed an Answer to Caesars' Complaint has nothing to do with the pursuit of GRB's claims against
11 Caesars), and thus, are inadmissible. NRS 48.025(2). For these reasons, the Court should disregard
12 Exhibits 42-44.

13 11. **Exhibit 45:** Attached to this letter is a copy of Mr. Clayton's October 23, 2017 letter
14 to Mr. Burnett (separately attached to Caesars' Motions as Exhibit 40) and Mr. Burnett's November
15 6, 2017 letter to Mr. Clayton (separately attached to Caesars' Motions as Exhibit 41). The
16 Development Parties incorporate herein by reference the objections set forth above to Exhibits 40
17 and 41 and request the Court to disregard those two letters.

18 12. **Exhibits 49 and 54-58:** The documents contain inadmissible hearsay. NRS 51.035;
19 NRS 51.065(1). Further, the documents were not disclosed pursuant to NRCP 16.1 and are not
20 otherwise subject to judicial notice. NRCP 37(c)(1). In addition, the documents primarily consist
21 of argument of counsel, which is not evidence. *See, e.g., McKenna v. State*, 114 Nev. 1044, 1053,
22 968 P.2d 739, 745 (1998). In addition, the documents are not relevant (when GRB filed an Answer
23 to Caesars' Complaint has nothing to do with the pursuit of GRB's claims against Caesars), and
24 thus, are inadmissible. NRS 48.025(2). Finally, the documents reference inadmissible settlement
25
26

27 *See Jones v. Raymer Metals, Inc.*, No. CV 17-00546-BRO (MRWx), 2017 U.S. Dist. LEXIS 223587, *15 (C.D. Cal.
28 May 31, 2017) ("Generally, courts may take judicial notice of newspaper articles... for the fact that [a subject] was in the
public realm....").

1 communications. NRS 48.045(1). For these reasons, the Court should disregard Exhibits 49 and
2 54-58.

3 13. **Exhibit 59:** The document is irrelevant, and thus, inadmissible. NRS 48.025(2).
4 The document is a redacted, public version of a March 30, 2020 Report and Proposed Liquidation
5 Plan for GR Burger, LLC (the “Report”) prepared by the Liquidating Trustee (Kurt Heyman, Esq.)
6 for GRB and filed in *In re: GR Burgr, LLC*, C.A. No. 12825-VCS, Court of Chancery, State of
7 Delaware. As set forth in the Development Parties’ Opposition to Caesars’ Motion for Summary
8 Judgment No. 2, the various opinions and legal conclusions contained in the Report do not
9 constitute judicial admissions. Caesars cites no authority indicating that a court may defer to the
10 findings of a court-appointed trustee in assessing the merits of a party’s claims where those claims
11 were assigned by the trustee to a former member of the party. Next, Caesars did not lay a proper
12 foundation upon which Mr. Heyman rendered his opinions and made various legal conclusions in
13 his Report. Specifically, PH did not show which documents were reviewed by Mr. Heyman and
14 which witnesses were interviewed by Mr. Heyman. It is undisputed that Mr. Heyman lacks
15 personal knowledge of the underlying facts—he was appointed as the Receiver for GRB *after* PH
16 terminated the GRB Agreement. Absent a proper foundation, the Report is not properly before the
17 Court. *Frias*, 101 Nev. at 221-22, 698 P.2d at 876-77. Finally, the Report is inadmissible hearsay.
18 NRS 51.035; NRS 51.065(1). The Report contains out-of-court statement from the Trustee being
19 offered by Caesars to prove the truth of the matters asserted. Caesars cites no authority providing
20 that statements made by a court-appointed receiver for a dissolved entity constitute party
21 admissions for purposes of the hearsay rule. Because the Report contains opinions and legal
22 conclusions from the Receiver based on information to which he lacks personal knowledge, it
23 should be excluded. *See also FTC v. Data Med. Capital, Inc.*, SA CV 99-1266 AHS (EEx), 2010
24 U.S. Dist. LEXIS 3344, at *80 (C.D. Cal. Jan. 15, 2010) (finding that a receiver’s report constituted
25 hearsay “insofar as the Court is asked to make factual findings based on the various conclusions
26 drawn by the Receiver”). For these reasons, the Court should disregard Exhibit 59.

27 14. **Exhibits 64:** The document contains inadmissible hearsay. NRS 51.035; NRS
28 51.065(1). Further, the document was not disclosed pursuant to NRCP 16.1 and is not otherwise

1 subject to judicial notice. NRCP 37(c)(1). For these reasons, the Court should disregard Exhibit
2 64.

3 15. **Exhibit 69:** This document constitutes a supplemental NRCP 16.1 disclosure served
4 by Caesars, which is inadmissible hearsay. NRS 51.035; NRS 51.065(1). Further, the document
5 consists of nothing more than argument of counsel, which is not evidence. *See, e.g., McKenna*, 114
6 Nev. at 1053, 968 P.2d at 745. For these reasons, the Court should disregard Exhibit 69.

7 Because the above exhibits are not admissible and/or not properly before the Court (whether
8 because they contain inadmissible hearsay or settlement communications or because Caesars did
9 not lay a proper foundation for them), they should be ignored by the Court in deciding Caesars'
10 Motions. The Development Parties reserve the right to assert additional objections—including, but
11 not limited to, if and when Caesars seeks to use the Appendices for purposes other than those
12 provided in the Motions.

13 DATED this 30th day of March, 2021.

14 BAILEY❖KENNEDY

15 By: /s/ Joshua P. Gilmore

16 JOHN R. BAILEY

17 DENNIS L. KENNEDY

18 JOSHUA P. GILMORE

19 PAUL C. WILLIAMS

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22 *Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises*
23 *16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16,*
24 *LLC; FERG, LLC; FERG 16, LLC; Craig Green; R Squared*
25 *Global Solutions, LLC, Derivatively On Behalf of DNT*
26 *Acquisition, LLC; and GR Burgr, LLC*
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 30th day of March, 2021, 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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/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

TAB 99

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