

CASE NO. 86462

IN THE SUPREME COURT OF NEVADA

Electronically Filed
Sep 27 2023 02:45 PM
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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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JOHN R. BAILEY
NEVADA BAR No. 0137
DENNIS L. KENNEDY
NEVADA BAR No. 1462
JOSHUA P. GILMORE
NEVADA BAR No. 11576
PAUL C. WILLIAMS
NEVADA BAR No. 12524

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

Attorneys for Appellants

APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

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Notice of Entry of Findings of Fact, Conclusions of Law, and Order: (1) Denying Craig Green's Motion for Summary Judgment; (2) Granting Caesars' Counter-Motion for Summary Judgment Against Craig Green; and (3) Granting Caesars' Cross-Motion for Summary Judgment Against Rowen Seibel and the Seibel-Affiliated Entities (Related to Counts IV-VII of the First Amended Complaint), filed March 28, 2023	42	169	AA09084-AA09104
Notice of Entry of Omnibus Order Granting the Development Entities, Rowen Seibel, and Craig Green's Motions to Seal and Redact, filed May 27, 2021	31	110	AA06438-AA06452

<u>Document Title:</u>	<u>Vol. No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Order (i) Denying the Development Entities, Rowen Seibel, and Craig Green's Motion: (1) for Leave to Take Caesars' NRCP 30(b)(6) Depositions; and (2) to Compel Responses to Written Discovery on Order Shortening Time; and (ii) Granting Caesars' Countermotion for Protective Order and for Leave to Take Limited Deposition of Craig Green, filed February 4, 2021	13	86	AA02665-AA02675
Notice of Entry of Order (Omnibus Order Granting the Development Parties' Motions to Seal and Redact), filed February 9, 2022	33	127	AA07039-AA07050
Notice of Entry of Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed November 25, 2019	4	44	AA00763-AA00769
Notice of Entry of Order Granting Craig Green's Motion to Seal Exhibits 1-6 and 9-11 to His Motion for Summary Judgment, filed August 16, 2022	38	149	AA08091-AA08100
Notice of Entry of Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66-67, 73, and 76-80 to the Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment, filed January 28, 2022	33	125	AA07017-AA07029

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

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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

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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

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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
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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

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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

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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

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The Development Parties' Omnibus Supplement to Their Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay, filed December 30, 2021	33	119	AA06957-AA06969
Verified Complaint and Demand for Jury Trial, filed February 28, 2017	1	1	AA00001-AA00036

CERTIFICATE OF SERVICE

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

JAMES J. PISANELLI

DEBRA L. SPINELLI

M. MAGALI MERCERA

PISANELLI BICE PLLC

400 South 7th Street, Suite
300

Las Vegas, NV 89101

Email: JJP@pisanellibice.com

DLS@pisanellibice.com

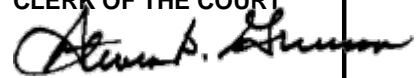
MMM@pisanellibice.com

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

/s/ Susan Russo

Employee of BAILEY ❖ KENNEDY

TAB 116



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

ROWEN SEIBEL,)
)
Plaintiff,)
)
vs.)
)
PHWLV LLC,)
)
)
Defendant.)
)
AND RELATED CASES AND PARTIES)

CASE NOS. A-17-751759-B
A-17-760537-B
DEPT NO. XVI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT JUDGE

MONDAY, DECEMBER 6, 2021

SEE NEXT PAGE FOR MATTERS

APPEARANCES:

FOR ROWEN SEIBEL, CRAIG GREEN,
AND THE DEVELOPMENT ENTITIES,

JOSHUA P. GILMORE, ESQ.
PAUL C. WILLIAMS, ESQ.

FOR THE CAESARS ENTITIES:

JAMES J. PISANELLI, ESQ.
MARIA MAGALI MERCERA ESQ.

FOR GORDON RAMSAY:

JOHN D. TENNERT III, ESQ.
WADE ELLIS BEAVERS, ESQ.

FOR ORIGINAL HOMESTEAD RESTAURANT:

ALAN M. LEBENSFELD, ESQ.

RECORDED BY: MARIA GARIBAY, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

M A T T E R S

The Development Parties' Motion for Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment on OST

Caesars' Motion for Summary Judgment No. 1

Caesars' Motion for Summary Judgment No. 2

Gordon Ramsay's Motion for Summary Judgment

The Development Entities and Rowen Seibel's Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 through 647 to the Appendix of Exhibits Thereto

Gordon Ramsay's Motion to Redact Gordon Ramsay's Motion for Summary Judgment and Seal Exhibits 2-3, 5-25, 27, 28, 30, 32-35, 37, 38, 42 in Appendix to Ramsay's Motion for Summary Judgment

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

Status Check: Trial Setting

1 **LAS VEGAS, CLARK COUNTY, NEVADA, DECEMBER 6, 2021, 1:21 P.M.**

2 * * * * *

3 THE COURT: Okay. We're going to go ahead and go
4 live, and I just want to say good afternoon to everyone and
5 welcome you to today's afternoon calendar. And I really only
6 have one matter set for hearing this afternoon, and that's
7 Rowen Seibel versus PHWLTV LLC, et al.

8 Let's go ahead and set forth our appearances for the
9 record.

10 MR. GILMORE: Good afternoon, Your Honor. Joshua
11 Gilmore, along with Paul Williams on behalf of Rowen Seibel,
12 Craig Green and the Development Entities.

13 MR. PISANELLI: Good afternoon, Your Honor. James
14 Pisanelli on behalf of the Caesars Entities.

15 MS. MERCERA: Good afternoon, Your Honor. Magali
16 Mercera on behalf of the Caesars Entities.

17 MR. TENNERT: Good afternoon, Your Honor. John
18 Tennert, and I'm joined by my colleague Wade Beavers on behalf
19 of Gordon Ramsay.

20 MR. LEBENSFELD: Good afternoon, Your Honor. Allen
21 Lebensfeld on behalf of the Old Homestead Restaurant.

22 THE COURT: All right. Does that cover all
23 appearances?

24 THE CLERK: That's it for check-ins.

25 THE COURT: Okay. All right. And once again, good

1 afternoon. And I guess we can go ahead with the items as set
2 forth on the calendar, but we have one matter that we have to
3 address first and foremost, and that was the Development
4 Parties' Motion for Leave to File a Supplement to Their
5 Opposition to Motions for Summary Judgment on an Order
6 Shortening Time. And let's go ahead and get started with that.

7 MR. GILMORE: Thank you. Good afternoon again.
8 Joshua Gilmore on behalf of Rowen Seibel, Craig Green and the
9 Development Parties.

10 Briefly on that issue, Your Honor, as we set forth in
11 our brief, recently, about a month and half -- well, two months
12 now, it became publicly known that Caesars is opening a
13 restaurant under the Martha Stewart name. They had filed a
14 permit with Clark County to do some demolition work at the
15 Paris Hotel. We believe that information is relevant to one of
16 many issues that we have in this case, but one of the issues,
17 as we've correlated from some of the briefing from Caesars in
18 our motion.

19 Needless to say, that wasn't available to us when
20 discovery was open. As Your Honor may know, discovery closed
21 last year. Nor was the information available to us when the
22 initial motions for summary judgment were filed by Caesars or
23 the oppositions were filed by the Development Entities back in
24 late March. So that information has since become known to us.

25 Certainly, rather than saying to Your Honor we want

1 to hold off this hearing so we can serve some interrogatories,
2 take some depositions, which would of course invariably delay
3 this thing and be met with hostility on the other side, we
4 simply asked to supplement our oppositions with the fact that
5 Caesars appears to be entering into an agreement, now we know,
6 from the opposition, with a company that has licensing rights
7 to the Martha Stewart name.

8 That information we believe is relevant to the issues
9 that are before Your Honor today on summary judgment, including
10 the idea that Caesars cannot do business at all with a
11 convicted felon. The law changes in certain jurisdictions, but
12 we know Caesars has said in Missouri it's, quote, a
13 showstopper. So, you know, we'll get into the argument
14 certainly further today as Your Honor hears about suitability.
15 So I don't -- I don't want to belabor the point now.

16 Simply we believe it's a fact that should be made
17 part of this record so that I can argue about it and, of
18 course, Caesars can address it as well when we're discussing
19 summary judgment here today.

20 And unless Your Honor has any questions for me, like
21 I said, I think the meat of it we'll get into later.

22 THE COURT: Okay. Here's my first question. When
23 was this first discovered?

24 MR. GILMORE: It would have been October, I want to
25 say 5 or 6. Don't hold me to the exact date, Your Honor. We

1 learned about it through a press release -- or newspaper
2 articles. And so we attached one of those newspaper articles
3 to our opposition.

4 THE COURT: And that newspaper article, I think was
5 that dated October 4th, 2021, something like that?

6 MR. GILMORE: Yes, Your Honor. That sounds right.

7 THE COURT: Here's my question. Why was that -- why
8 wasn't this information disclosed immediately pursuant to a
9 Rule 16.1 production?

10 MR. GILMORE: I didn't do a 16.1 disclosure, Your
11 Honor, because discovery is closed. So I wouldn't --

12 THE COURT: I understand, but you can still do that.
13 And here's my point. I'm trying to figure out why -- for
14 example, I'm looking at this case. I read the points and
15 authorities. I know it went to mediation in front of
16 Judge Bell. I was sitting there for the life of me trying to
17 figure out, okay. You found out about it, say October, 5th.
18 Why wasn't that information immediately disclosed to the other
19 side at that point?

20 MR. GILMORE: That's fair, Your Honor. We certainly
21 could do a Rule 16.1 disclosure. Because discovery is closed,
22 we didn't do that.

23 And to your point on the mediation, because the
24 mediation went forward, it went forward two weeks ago; we
25 didn't file this until after we saw whether mediation was

1 fruitful or not.

2 THE COURT: Right. I mean, my point is essentially
3 this. I would've anticipated maybe -- and I know it was
4 Judge Bell. He's a pretty good mediator. I've appeared in
5 front of him many times as a litigator. But my point is this.
6 I'm trying to figure out why did you wait? Because I'm looking
7 here at this request that's filed on November 29th, 2021.

8 If you knew about it back in early October, we can
9 say end of the first week of October, give you the benefit of
10 the doubt, on that, it seems like to me with such important
11 information it would have been prudent to disclose this
12 immediately pursuant to 16.1, correspondence to counsel,
13 something like that saying, hey, Mr. Pisanelli, we have some
14 new information here regarding this case because it does appear
15 to be material potentially. I mean, I get it.

16 But it seems to me this would be the type of thing
17 you'd want to disclose immediately.

18 MR. GILMORE: Understood, Your Honor. My other point
19 on that would be is, of course, Caesars is aware of this.
20 Caesars is developing the restaurant. The 16.1 disclosure at
21 bottom is intended to notify the other side of information that
22 you want to use and information they may not otherwise have;
23 right --

24 THE COURT: Well, no.

25 MR. GILMORE: -- we came across a document --

1 THE COURT: Well, no. No, that's not necessarily
2 true. It's information you want to use. Whether they have it
3 or not, that's another issue; right? If you're going to rely
4 upon it, you should disclose it. And the reason why I'm
5 pointing that out, it would make my job a lot easier from a
6 decision-making perspective, because I'm looking at it from
7 this standpoint. I think it's a little naïve to say, look,
8 Judge, go ahead and supplement this as part of the record.

9 And then make a decision on the application of the
10 motion for summary judgment in this case. Because potentially,
11 if I'm going to -- if this is going to be an important issue as
12 far as the motion for summary judgment and/or upcoming trial,
13 there has to be litigation on it. There has to be discovery on
14 it. There has to be something other than, oh, here's a voting
15 permit and an article.

16 MR. GILMORE: My other point then I guess, Your
17 Honor, would be is if you set the work permit aside, right, we
18 have a right to ask, subject to a motion in limine that
19 Caesars, I suppose, may file, we have a right to ask witnesses
20 at trial about this new Martha Stewart restaurant. And I don't
21 know --

22 THE COURT: Well they -- you must know --

23 MR. GILMORE: -- that we would disclose --

24 THE COURT: -- it doesn't work necessarily like that.
25 I mean, if you have impeachment evidence, you have an

1 obligation to produce it pursuant to Rule 16.1; right?

2 MR. GILMORE: You do in documentary form. I agree
3 with you, Your Honor.

4 THE COURT: Yeah. I mean, you do. And so I'm just
5 trying -- why did we wait? I don't want --

6 MR. GILMORE: The only answer I --

7 THE COURT: I don't understand.

8 MR. GILMORE: Sorry, Your Honor.

9 THE COURT: I really don't. But go ahead.

10 MR. GILMORE: As I mentioned, Your Honor, the parties
11 were going to mediation. Whether you find that to be good
12 cause to wait or not, that's the other reason why we did not
13 bring this to Your Honor's attention until after mediation.

14 THE COURT: I would think you'd want to give it --
15 bring it to their attention before the mediation. I mean, I
16 would so they have an opportunity to digest it because the
17 bottom line is this. Apparently it didn't work, whatever
18 the -- whoever thought that, you know, we'll just bring it to
19 them on the mediation. But that's another issue. I'm not
20 really worried about that. I'm just wondering why we didn't
21 disclose it early on as far as this case is concerned. That's
22 all.

23 MR. GILMORE: Understood, Your Honor. Beyond that,
24 we believe it's relevant to the issues that have been
25 presented. We don't think is too burdensome for Caesars to

1 address it in the argument, and we believe it should be made
2 part of the record.

3 THE COURT: Okay. I understand, sir.

4 Anything else?

5 MR. GILMORE: Nothing further from me, Your Honor.

6 THE COURT: Thank you, sir.

7 All right. Let's hear from the opposition.

8 MS. MERCERA: Good afternoon, Your Honor. Magali
9 Mercera on behalf of the Caesars party. I'll be brief, Your
10 Honor.

11 The Seibel parties want this Court to look at
12 everybody but themselves, and that's because, of course, if
13 this Court or anybody focuses on the Seibel parties, there's
14 really no debate here. So what they've done, Your Honor, at
15 the eleventh hour, almost literally, they have attempted to
16 raise issue of material facts where there are none with two
17 pieces of purported evidence that even on their face are simply
18 inadmissible.

19 As Your Honor and all know, to defeat summary
20 judgment, the nonmoving party must transcend the pleadings and
21 by affidavit or other admissible evidence introduce specific
22 facts that show a genuine issue of material fact. And here the
23 Seibel parties are seeking to admit two things: A magazine
24 article from *Food & Wine Magazine* printed off-line and a work
25 permit from Clark County.

1 As Caesars demonstrated in its opposition, Your
2 Honor, the article is easily disposed of. It's hearsay, as
3 they are presenting it to prove the truth of the matter
4 asserted therein, and it therefore cannot be admissible as
5 evidence, and they concede this in their reply which was filed
6 probably about an hour ago, and they are withdrawing their
7 request to include the article as part of their evidence. Thus
8 the only, quote, unquote evidence that they are actually
9 seeking to admit is this Clark County work permit.

10 Now, they want this Court to consider that for the
11 proposition that Caesars is purportedly doing business with
12 convicted felons. In other words, Caesars should do business
13 with convicted felon Rowen Seibel, but, of course, the Nevada
14 Gaming Authority, as will be argued later, disagreed with that
15 proposition.

16 Now, setting aside the nonsensical nature of that
17 proposition, the reality is that even if the Court were to
18 consider this evidence, it does nothing to move the needle in
19 this case. As the work permit shows, it is only about a
20 potential restaurant with a Martha Stewart name. It does not
21 show who the party is that Caesars is actually doing business
22 with, and it doesn't show what the contract between the parties
23 to that agreement actually says.

24 As noted in our opposition, Your Honor, the agreement
25 for our Martha Stewart branded restaurant is with a company

1 that has licensing rights to the brand. It's not with Martha
2 Stewart the individual, and she does not have any ownership or
3 interests in the contracting entity. So simply, Your Honor,
4 the Seibel parties don't have any evidence showing the
5 speculation here that Caesars is allowed to do business with
6 convicted felons because that's simply not true.

7 Now, Your Honor addressed a very important point from
8 our perspective, and that's the delay in bringing this
9 purported evidence to the Court's attention. The Seibel
10 parties admit even just today, that they've known about this
11 for well over two months at this point, and they did nothing to
12 supplement their 16.1 disclosures.

13 And that's particularly interesting, Your Honor,
14 because the Seibel parties have taken the position that Caesars
15 is under an ongoing obligation to supplement their 16.1
16 disclosures up through the time of pretrial disclosures. So
17 while holding Caesars to one standard, they apparently hold
18 themselves to another. Even if they didn't want to disclose
19 the information, it could have been a simple letter from
20 counsel to us saying we believe that your 16.1 disclosures are
21 deficient, and you need to disclose this restaurant.

22 Your Honor, setting that aside as well, this also is
23 entirely irrelevant to debate -- the debate before this Court
24 today. There were three simple facts that the Court needs to
25 consider, and that is that each and every one of the Seibel

1 agreements have a suitability requirement and allow Caesars in
2 its sole and absolute discretion to terminate any agreement if
3 it determines that an individual is an unsuitable person.

4 Seibel is an unsuitable person, and Seibel and the Seibel
5 affiliated entities intentionally hid his felony plea, his
6 felony sentencing and his felony conviction.

7 And as this Court knows, the fraudulent scheme went
8 even further when he attempted to do fraudulent transfers to a
9 trust while secretly retaining a benefit through a prenuptial
10 agreement.

11 Whether Caesars is doing business with Martha
12 Stewart, a Martha Stewart company or anybody else, Your Honor,
13 frankly has nothing to add to this debate.

14 So unless the Court has any additional questions,
15 we'll rest on our papers.

16 THE COURT: Okay. Nothing at this time.

17 We'll hear from the reply.

18 MR. GILMORE: Thank you, Your Honor. Two points I'll
19 make. First, Caesars is going to argue, we're going to hear it
20 further here, that they can't be affiliated with convicted
21 felons. Whether they are directly contracting with Martha
22 Stewart or indirectly contracting with Martha Stewart by having
23 an agreement with a company who has a deal with Martha Stewart
24 to license her name, the end result is the same. The public,
25 the people that walk along The Strip, the people that Caesars

1 are worried about knowing whether they're affiliated with
2 convicted felons, they're not going to know the nuance that's
3 trying to be drawn here today.

4 You're right. I don't know the details of this
5 contract. I don't have it. But what we know is, by all public
6 appearances, Caesars is going to be affiliated with someone
7 that, by all accounts, is a widely known convicted felon. We
8 think that is a fact that is relevant to the representations
9 that Caesars has made and presumably will continue to make here
10 today, that we can't do business at all with convicted felons.
11 We can't be affiliated with convicted felons.

12 If they want to say, well, we can be affiliated with
13 certain convicted felons, not others, then they can draw that
14 distinction, and I'm sure we'll hear that, and that's the
15 distinct, well, Mr. Seibel is different.

16 We're entitled to present evidence that would appear
17 to contradict that because, at bottom, it creates a question of
18 fact. And I'm not asking Your Honor to accept one side of the
19 story or another. I submit that's not what's done on summary
20 judgment. We don't weigh the evidence, make credibility
21 determinations, but it is a fact that calls into question those
22 representations.

23 The second point I'll make, which was brought up that
24 apparently we're advocating a double standard -- a double
25 standard, Caesars has taken the position that they don't have

1 to continue supplementing after the close of discovery.
2 There's financials that we have asked for that we have not
3 seen. So Caesars has actually said, no, I'm not going to
4 supplement after the close of discovery. So I think that
5 argument is a red herring. And for the reasons discussed, Your
6 Honor, we believe the supplement should be allowed.

7 THE COURT: Yeah. As far as whether potentially
8 Caesars has supplemented or not, I can't really comment on
9 that. All I can say is this, that if hypothetically, if you
10 find out new facts that are germane to a key issue in a case,
11 notwithstanding whether or not discovery is still ongoing or
12 closed, if those new facts are important to the case and
13 potentially could have an impact from a litigation perspective,
14 I would anticipate as soon as you find out about them there
15 should be a supplement pursuant to Rule 16.1.

16 Because -- and now I am looking at it, and there's a
17 lot of thoughts I've had, and I don't know what the potential
18 correct answer would be. We can talk about it, but it sure
19 would be nice to know what the details are regarding the Martha
20 Stewart licensing and the like because all I'm doing now, all I
21 can do is speculate. Whether it -- and it would be nice to
22 know if it's relevant for the purposes of trial. It could be;
23 right? I'm not saying it's not. Or maybe it's not. I don't
24 know, but it sure would be nice to know those fine details so I
25 can make an informed decision.

1 Right now I'm really kind of blind on the details,
2 and the details do matter when it comes to complex civil
3 litigation. You all know that. Right? I mean, it just does.
4 I mean, I don't know -- nothing about her relationship with the
5 hotel or the use of the name. I mean, I'm listening here to a
6 lot, whether it was licensed out or not, whether that -- didn't
7 we have a suitability clause under the contract? I mean,
8 there's so much going on here.

9 I just think it would have been to your benefit, no
10 question about it, at the very outset, once you found out about
11 it. Because new evidence does come to light from time to time.
12 Not often, but it does. And you know what, when you do find
13 new evidence. You should go ahead and disclose it immediately
14 and not sit on it because my decision would be much easier if
15 hypothetically this evidence was disclosed back on December
16 5th, 6th or 7th of 2021. Oh, I'm sorry, October 4th, 5th or
17 6th or 7th or sometime in early October than today or just
18 recently because I think it was the -- yeah, we're talking
19 about the filing of the supplement on November 29th, 2021, at
20 5:00 o'clock p.m.

21 Okay. So what else do I need to know, sir?

22 MR. GILMORE: Nothing further, Your Honor. Well,
23 your comment that we don't know the details of that agreement,
24 I agree with you. I don't have that. If Your Honor -- I know
25 you're not -- doesn't have it, I am certainly happy to put

1 together a motion for leave to conduct limited discovery. Of
2 course, that'll have to be briefed on a separate day. I know
3 that. I know that. And I have to balance wanting to come
4 before Your Honor and suggest that summary judgment should be
5 extended, and I didn't do that because I didn't think that was
6 prudent to do.

7 We have a fact, right, that we're asking you to make
8 part of this record. That fact is is that there is going to be
9 a Martha Stewart restaurant inside the Paris Las Vegas Hotel
10 and Casino. She's a convicted felon. That fact has some
11 relevance to the arguments that are being made before Your
12 Honor. We think it's prudent to have that fact made part of
13 this record.

14 And I suppose it may be to my detriment that I don't
15 have more of these details, but nor will Caesars because that
16 evidence isn't in here either to draw those distinctions, but
17 the fact that that restaurant is going to be in there is
18 relevant to the issues that are before this Court.

19 THE COURT: Anything else I need to know? So let me
20 see here.

21 MR. GILMORE: No, Your Honor.

22 THE COURT: All right. So the call of the question
23 is essentially this: The Development Parties' Motion for Leave
24 to File a Supplement to Their Opposition to the Motion for
25 Summary Judgment. And for the record we're talking about the

1 permit for the -- the permit.

2 Is that correct, sir?

3 MR. GILMORE: Yes. So just procedurally we have our
4 motion to a leave. We attached the supplement itself to the
5 motion for leave. We didn't file it. And then attached to
6 that supplement is the work permit, Your Honor.

7 THE COURT: And what I'll do, as far as that's
8 concerned, I'll go ahead and grant that, notwithstanding, sir,
9 that you should have done it earlier.

10 MR. GILMORE: Understood. Thank you, Your Honor.

11 THE COURT: All right. So...

12 (Pause in the proceedings.)

13 THE COURT: Okay. So and I guess next up comes
14 Caesars' Motion for Summary Judgment No. 1. Is that correct?

15 MR. PISANELLI: It is, Your Honor.

16 Your Honor, the way I was looking at this in
17 preparing over the weekend is that the overlap is when Motion
18 for Summary Judgment No. 1 and Motion for Summary Judgment
19 No. 2 is it's so substantial as to really call for some
20 redundancy and argument. So with your permission, unless, of
21 course, you have a different plan, we can go ahead and argue
22 the points that apply to both of them and be prepared for any
23 questions you may have on either of them, but as you know,
24 these contracts are largely redundant. They have the same
25 protective provisions for Caesars, the licensee, and you have

1 the same record of Mr. Seibel and all of his bad acts
2 throughout both before this litigation, during and after.

3 THE COURT: All right. Any objection to that from
4 the plaintiffs' perspective?

5 MR. GILMORE: I certainly am not going to suggest to
6 Mr. Pisanelli how to argue these. I will say the motion for
7 Summary Judgment No. 2, I mean, the arguments that are being
8 made on the claims are different. They aren't substantive as
9 much as they're procedural, and I use those terms loosely only
10 to say that they moved for summary judgment based on judicial
11 admission and a failure to prosecute, which I do think is a
12 little bit different. So I -- I certainly agree, and I don't
13 think anybody wants to waste Your Honor's time to go through
14 the facts twice.

15 THE COURT: Right.

16 MR. GILMORE: So I certainly don't dispute doing
17 that.

18 But I do believe there are some distinctions between
19 the manner in which summary judgment is sought through the
20 first motion as well as the second motion. But with that, Your
21 Honor, I'm here to be as efficient as we can be as well.

22 THE COURT: I understand.

23 MR. PISANELLI: And, Your Honor, I don't think we're
24 disagreeing. My only point is because the contract terms apply
25 to both sides, because the facts apply to both sides, we make

1 one argument that would be applicable to all of those, to both
2 motions, and then we'll touch upon some of the issues that are
3 unique only to GRB entity.

4 THE COURT: And that's fine. Okay. Okay.

5 MR. PISANELLI: Are you ready to go, Your Honor,
6 then?

7 THE COURT: I'm ready, sir.

8 MR. PISANELLI: Your Honor, Caesars is a gaming
9 licensee, and Rowen Seibel is a (video interference), and he's
10 a felon. That's the cold hard truth from the record in this
11 case, not my opinion, not the opinion of any lawyers in this
12 case. That's the cold hard truth. And when you take those two
13 different entities, a licensee on the one hand and a felon on
14 the other, those are the two polar opposite entities that
15 cannot exist in the same space. All parties knew this going
16 into this relationship. The contract could not have been more
17 clear.

18 And so what did Mr. Seibel do? He set out and
19 instituted his fraudulent scheme against Caesars. Right from
20 the beginning in order to circumvent this truism that this -- a
21 person who has lived the life that Mr. Seibel has with his
22 convictions and all of the bad acts that surround it cannot
23 exist in the same space with a licensee, and therefore a grift
24 was underway even before they ever signed the first contract.

25 What we know now, Your Honor, is that had Mr. Seibel

1 been transparent with Caesars from the beginning, he never
2 would have been allowed to conduct business with Caesars. But
3 he wasn't transparent; he lied, a lot, and after that he lied
4 again, and then he did it again, and then he did it again.

5 And he got away with it in some respect because now,
6 you know, here we are years later before his ruse was
7 uncovered, after he had already collected millions upon
8 millions of dollars from these enterprises, until, of course,
9 the jig was up.

10 So instead of doing what the contract said,
11 Mr. Seibel did the exact opposite, which has been standard for
12 him, as we've seen in this record, and he instituted litigation
13 challenging what his contracts, the contracts with these Seibel
14 related entities said was not entitled to do, and that is
15 challenge the exercise of discretion by Caesars to protect
16 itself from people like him. We'll get to that in a minute.

17 So here we are, after years of litigation, wrongly
18 prosecuted by Mr. Seibel across the country in at least I can
19 count four different courts, and it's finally time to end it,
20 and that's why we bring these motions for summary judgment
21 after a long discovery period, a contentious discovery period
22 concluded one that ended up with one revelation after another
23 about Mr. Seibel's lack of candor with this Court, the lack of
24 candor with Caesars.

25 We finally get to the point where we have a complete

1 record, and while it's -- there's a lot of noise in there, and
2 while it took a lot of energy to get there, I would agree with
3 my colleague Ms. Mercera and her point a few moments ago, the
4 facts that would really govern this entire mess are very
5 limited, very, very few.

6 We believe Your Honor can resolve both of these
7 motions for summary judgment based upon just a few facts, one
8 of which is that Caesars bargained for the right to protect
9 itself as a gaming (video interference). So as all gaming
10 licensees do these days, the right to terminate relationships
11 with parties under its sole and exclusive discretion, in
12 particular, for someone like Mr. Seibel who is unsuitable.

13 Fact Number 1, the parties contracted for the rights
14 that would be exercised today.

15 Fact Number 2, Mr. Seibel is and always will be, for
16 the rest of his life, a convicted felon.

17 And equally important to that fact is that he kept
18 those secrets secret, kept those facts secret. Not only did he
19 not tell Caesars that he was (video interference), he never
20 told Caesars about all the activities that led to the
21 conviction. We wouldn't be in a different place if Mr. Seibel
22 simply not been convicted of a felony. He has still exhibited
23 behavior that shows him to not be qualified to be doing
24 business with (video interference) in Nevada.

25 And most importantly, it's not up to Mr. Seibel to

1 decide whether that's true or untrue. He contracted with
2 Caesars that this would always be Caesars' sole discretion, and
3 he contracted that he would not challenge the exercise of that
4 discretion.

5 In fact, Number 3, which is almost silly to even
6 bring up it's so obvious is that Mr. Seibel failed to disclose
7 any of this derogatory information about himself to Caesars or
8 any of his partners for that matter.

9 And finally, Caesars terminated agreements, as it was
10 expressly allowed to do. Those are the only facts that really
11 matter. We can talk about Martha Stewart. We can talk about
12 all of this what about-ism, which is the primary theory that
13 I'm reading and have been (video interference) Mr. Seibel in
14 his revolving door of counsel from the beginning of this case,
15 the what about-ism argument.

16 And we've been hearing Mr. Gilmore arguing first and
17 foremost today in the motion we just argued the what about-ism.
18 I'm going to get to the what about-ism, but we all know that it
19 has nothing to do with the contract rights Mr. Siegel agreed
20 to.

21 Now, there's additional facts, and I'll go through
22 some of them, Your Honor. I know you know them. They are more
23 for context than for anything else. And so, you know, feel
24 free to tell me if you don't need to hear some of this stuff.

25 As I said a moment ago, Caesars is a gaming licensee,

1 the largest one in the United States, I believe. And we know,
2 Your Honor, from doing what we do for a living here, in an
3 industry like the gaming industry in Nevada that a gaming
4 license is a right, and it's not a privilege.

5 Because it's a right granted to entities like Caesars
6 by the State of Nevada, it comes with several very serious and
7 significant responsibilities. Most important of which, I would
8 argue, is the obligation to self-police; that is you cannot sit
9 back as a gaming licensee and wait for the gaming agents to
10 discover Rowen Seibel. You can't sit back and wait for gaming
11 regulators to discover that you've done something wrong. You
12 have an obligation to self-police, obligation to self-correct
13 and the obligation to self-report.

14 Lots of that information is contained, you'll see in
15 Exhibit 11 to our motion, which is Caesars' Ethics and
16 Compliance (video interference). We've quoted a couple of
17 provisions from that plan, but most importantly it's to, quote,

18 Maintain the highest standards of conduct
19 and association and remain diligent to guard its
20 reputation, avoid even the appearance of the
21 slightest impropriety, avoid questionable
22 associations and associations with unsuitable
23 persons which could tarnish the company's image,
24 jeopardize its existing gaming (video
25 interference) hamper its ability to expand into

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1 new markets.

2 Now, to make sure that Caesars was empowered to do
3 what it is obligated to do from a contract basis, we know what
4 it's obligated to do from a (video interference), now Caesars
5 has to take step two and make sure that when they enter into
6 contracts they have the power to protect themselves as
7 regulators require them to do, and so that's what they did.

8 And I'll say, at least from my experience, not that
9 it matters, but there is nothing unique about these provisions
10 (video interference).

11 Your Honor, when you and I were younger and
12 practicing in the '90s, we might have stumbled across a
13 provision like this every now and then, if at all, from an
14 aggressive in-house counsel. But now over the past 20,
15 30 years, you can't find a contract (video interference) with a
16 vendor, not with an equity holder and other important positions
17 that don't have similar provisions that allow the licensee to
18 protect itself.

19 If you're doing business with a licensee, you come to
20 the table as Mr. Seibel did here with your eyes wide open, that
21 I have to do whatever the contract says, including making sure
22 that I remain suitable in the eyes, not of my own office, not
23 in the eyes of my lawyers back in New York but in the eyes of
24 the party you're contracting with, and here, of course, that is
25 Caesars.

1 So we have shown you the six contracts that Caesars
2 entered into with the Seibel entities, and they're found at
3 Exhibits 2, 4, 5, 6 and 12.

4 And we have cited not all of them in an effort to
5 limit this killing as many trees as we could, but we cited one
6 or two of the clauses to show you that they're all the same.
7 They're the same throughout all six contracts, and that is both
8 parties, Mr. Seibel, entities he controlled, and Caesars on the
9 other, and Mr. Ramsey for that matter came to the table
10 understanding that Caesars is controlling and has sole
11 discretion the right to determine suitability of the
12 contracting parties, suitability of the people that the
13 contracting parties are associated with, whether its own
14 determination of suitability is curable and whether termination
15 is needed. These are all issues that all parties agreed that
16 only Caesars would have the right to control and make those
17 decisions.

18 We hear Mr. Gilmore talking now again about this what
19 about-ism, and it's continued to strike me as folly. From the
20 very first time they were complaining about some entertainers,
21 some athletes that were attending events, and I always -- I
22 always assume, as I do today, that this what about-ism is
23 reflective of a fundamental lack of understanding of gaming law
24 or an attempt to, again, continue to perpetuate Mr. Seibel's
25 ruse. Because gaming laws are not, as Mr. Seibel would say --

1 I'm sorry, Mr. Gilmore would say, are not just simply felon and
2 you're out or felon and you're in.

3 There are different categories of associations with
4 different obligations for each category. And so as he has
5 continued to say, wait a minute, you had an entertainer who had
6 a record, wait a minute, you had an athlete come to a Super
7 Bowl party who had a record. Again, it was either an attempt
8 to mislead this Court or a fundamental lack of understanding of
9 the law that governs this relationship.

10 And here's the most important point of it all.
11 Whether it's a lack of understanding or an intent to deceive,
12 it doesn't matter because this is the exact debate that Caesars
13 contracted to avoid. It contracted to avoid it because
14 everybody agreed Caesars was the sole decision-maker, and
15 equally important it contracted for the following language:

16 Any termination that --

17 This clause is by Paris, but it was the same for the
18 other Caesars entities.

19 -- pursuant to this section shall not be
20 subject to dispute by the Seibel entities, and
21 shall not be the subject of any proceeding.

22 Yet what have we been doing for five years? What is
23 Mr. Gilmore doing today? Exactly what this contract said they
24 would never do. Caesars retained sole discretion. Seibel
25 agreed that they retained sole discretion. Seibel agreed he

1 would never challenge the exercise of that discretion. But, as
2 a standard for Mr. Seibel, the rules don't apply to him, and
3 the contract terms only apply what is to his benefit. So here
4 we are.

5 Now, Caesars and Seibel agreements, also as Your
6 Honor knows, require written disclosures to be submitted at the
7 beginning of the relationship on an ongoing basis. Those
8 written disclosures, of course, are at the heart of this matter
9 because Mr. Seibel is not only unsuitable because he was
10 convicted of a felony; he's unsuitable because he has been
11 lying from day one in his deposition, you can see in the
12 record, he lied five times. I think there's only like seven
13 questions on the fifth. If there's more than that, I'm
14 mistaken, but there's not that many. And he admitted to lying
15 to five of them from day one.

16 So it's not just that he's a convicted felon, but the
17 manner and the dishonesty with which he has conducted is what
18 brought us here. It is his actions, as the receiver in GRB out
19 of Delaware found. These are problems that Mr. Seibel has
20 made.

21 Now, in one of the arguments we hear today is this
22 issue about cure. Again, this cure is an attempt by Mr. Seibel
23 to rewrite the contract that we agreed to. Your Honor has
24 noticed, I'm sure, and we cited in Exhibits 4, 5, 6, 10 and 12
25 the agreements all in Section 4.2 that Mr. Seibel agreed, as

1 did Caesars that once terminated by Caesars it would have
2 immediate effect.

3 And it's not like this was an oversight, Your Honor.
4 There are provisions throughout these agreements where 30-day
5 cure periods are allowed, but not here, not for this section.
6 So this argument that we're getting that you didn't allow me to
7 cure is not supported by the contract, and it's not supported
8 by the facts either.

9 It's interesting to know about this cure concept,
10 Your Honor. There is no right in the contract for Mr. Seibel
11 to complain that he could have sold his interests to somebody
12 else, and that would be a cure in his mind. Where in the
13 contract -- I would challenge anyone to tell me where it says
14 that Mr. Seibel has a contractual right to sell his interest
15 before he gets redeemed, in a manner, as they try to analogize,
16 as an equity shareholder might be able to do under the charter
17 of the corporation.

18 The charter of the corporation is an independent
19 contract, no different than these. This contract doesn't give
20 a vendor that right, and keep this in mind. Didn't Mr. Seibel
21 attempt to cure at the beginning of -- in connection with the
22 assignments? Wasn't that what he was doing in anticipation
23 that he had kept the secret of his pending conviction quiet
24 long enough, but it was about to come to light.

25 So I think it was two weeks, almost exactly. He

1 attempted to cure in advance, which he admitted in his
2 deposition, was an attempt to limit Caesars' reaction to his
3 conviction. He says he attempted to cure. Interesting that he
4 complains today that he was never given the opportunity.

5 But what else could -- how else could we characterize
6 these assignments? If fraudulent assignments to Caesars were
7 themselves a -- Number 1, they were an attempt to cure his lack
8 of suitability; and two, it was a continued ruse.

9 As Your Honor now knows, those assignments were
10 connected with fraud. He was hiding the fact that he was about
11 to be convicted. He lied, as did his lawyers. Your Honor has
12 already found this in your findings of fact and conclusions of
13 law in connection with the crime of fraud exception to (video
14 interference), that he and his lawyers lied to Caesars about
15 the assignments, said that he would have nothing to do with
16 them, he was not a beneficial interest owner. He had nothing
17 to do, and we'll get to this in a little bit more detail, but
18 we do now know that that was a lie, and that was a ruse.

19 So when we talk about this nonexistent contractual
20 right to cure, we never hear much from Mr. Seibel in an
21 explanation of why he didn't already get that right and below
22 the opportunity to the extent he had it in the first place by
23 lying and cheating yet (video interference).

24 Now, another issue of fact that we'll dance around
25 here a little bit from Mr. Siegel's perspective is the business

1 information (video interference). The BIF, as we've been
2 calling it. And that is an important fact in this case because
3 that was the form, that was the manner in which Mr. Siegel was
4 obligated, as he knew, to disclose all important information,
5 including derogatory information about himself and his
6 business.

7 Now you've seen in his papers, Your Honor, how he
8 tries to walk that back now saying, well, I didn't know that
9 the BIF was the right way to do it. I didn't know that Caesars
10 was still using the BIF, but what better way, as Mr. Siegel in
11 yet another of his countless lies than to look at his own
12 words.

13 Your Honor, we gave for you at Exhibit 83 an e-mail
14 from Mr. Seibel on this exact point, exactly 180 degrees
15 contrary to what his opposition (video interference).
16 Mr. Seibel said,

17 We need the BIF forms done by both Sherrys
18 (phonetic). It's imperative. Alan, please have
19 them to do it ASAP. This will be the first
20 thing Mark asks for. Mine has already been
21 completed. They're so essential to any casino
22 project that for each deal done one has to be
23 filled out and signed even if they are
24 repetitive.

25 Now, does that sound to you, Your Honor, like a guy

1 who didn't understand the importance of a business information
2 form disclosure? Does that sound like a guy who didn't
3 understand that they were important and required as a condition
4 of every single contract he executed, like he says in his
5 opposition? Or does that sound like an admission of a guy who
6 didn't know yet at the time the positions he would be taking in
7 litigation (video interference) brought to light? What is the
8 more reliable position of the one where he didn't know he was
9 in the middle of the deal or the one trying to stay off stage
10 off motion for summary judgment?

11 Your Honor, you know better than all of us on this
12 call today combined that a litigant can't avoid summary
13 judgment by creating an issue of fact by their own
14 inconsistencies, and that's what Mr. Seibel is attempting to
15 do.

16 He gets nowhere with this suggestion that he had no
17 idea that BIFs were required (video interference) required when
18 not only the BIF itself, but every single agreement says that
19 he has to fill out in writing all of this information.

20 Now, Exhibit 24, Your Honor, is a set of facts that
21 support the main, you know, one of the main four facts that I
22 told you, and that is the sentencing submission from
23 Mr. Seibel. That document tells you a lot, not everything, but
24 a lot of what you need to know about his crime against the
25 United States 26 USC 7212, which is a Class B felony.

1 And also, as important as the dishonest behavior is
2 in this document, which by the way, Mr. Seibel confirmed in his
3 deposition is all true, every representation that he made
4 during that hearing is all true. He told us that he told the
5 Judge in that hearing that he was, in fact, guilty of that,
6 committing that felony. He was guilty because he did, in fact,
7 commit the felony, was his words.

8 And so what's missing from the sentencing (video
9 interference) that's important for our purposes here is whether
10 Mr. Seibel or any of his entities ever informed Caesars of this
11 information. I will say once again Mr. Seibel in his
12 deposition says the 180 degree opposite of what his papers
13 opposing summary judgment said. Okay.

14 Opposing summary judgment says, well, I casually told
15 two guys that, you know, I knew at Caesars. I just told them
16 and they said, Ah, no big deal. So I thought I was good, words
17 to that effect. Yet, at Exhibit 92, starting at page 541, I
18 asked Mr. Seibel the following questions:

19 Who at Caesars Palace -- and I corrected myself --
20 who at Caesars Entertainment did you tell about this
21 information that we've marked as Exhibit C55.

22 C55 is Exhibit 24 for our record.

23 Let's start with a yes or no.

24 No, he answered.

25 Question, you did or you did not?

1 No, never, not about these charges.

2 I then went through, and you'll see in the
3 transcript, Your Honor, I asked him about every part of the
4 (video interference), about the crime itself, about the plea,
5 about the sentencing, about the time served in prison, whether
6 he told and disclose this to anyone at Caesars. And you'll see
7 that to my questions I don't tell anyone. So I didn't have him
8 just answer did you provide a written (video interference)
9 disclosure so that he could weasel out of it today and say,
10 well, I gave a verbal one. I asked him the following question
11 after asking all of the details I (video interference):

12 So I know I'm being redundant, but the sum of the
13 matter is you didn't tell anyone at Caesars about the charges,
14 hearings, the conviction, jail time or any of your sentencing.
15 None of that was shared with Caesars Entertainment?

16 That, correct.

17 Now, Your Honor, there's a lot better questioners out
18 there than I am, but I would think for purposes of what we're
19 doing here today, that's a pretty tight question for
20 Mr. Seibel, not leaving any room for him to weasel out, as he's
21 trying to do in his oppositions. And here's why. His answer
22 to that question, I did not tell anyone at Caesars
23 Entertainment about that.

24 Yet here we are in pages and pages of opposition of
25 Mr. Seibel trying to walk it back and say, well, I told my

1 friend Mr. Frederick, or I told Gary Selesner. Well, that's
2 the exact reason all contracted parties, let alone Caesars
3 here, required written disclosures, so that people like
4 Mr. Seibel couldn't then get out of his responsibilities by
5 saying, oh, I was having a cup of coffee with a friend, and I
6 told that person.

7 And it's interesting to note that all three people --
8 Mr. Seibel, Mr. Selesner and Mr. Frederick -- all testified on
9 this topic, and all of them said that that is untrue. He never
10 told me anything about this conviction. So the sworn testimony
11 is all consistent, including from Mr. Seibel, and yet we have
12 Mr. Seibel saying I get out of summary judgment because I've
13 created an issue of fact based upon my own inconsistency by now
14 denying what I had said at the deposition.

15 Now, as Your Honor knows, this cure scheme came about
16 from Mr. Seibel 10 days before pleading (video interference).
17 And that's where he purported to assign his interests, and
18 you'll find those in Exhibit 18.

19 And in the, as you'll recall from the findings of
20 fact and conclusions of law in a crime of fraud exception,
21 these assignments were presented from lawyers that were
22 presented with cover letters, giving all these assurances in
23 the world that Mr. Seibel would have involvement, no interest.
24 He's not going to manage them. He's not going to fund them.
25 He's not going to be a beneficiary of any of these interests.

1 It's all going to a family trust. We know with certainty now,
2 with no question whatsoever that was all a lie.

3 And Caesars had no reason to know or believe it was a
4 lie at the time because it didn't even know about the
5 convictions yet. Remember, he's trying to get these
6 assignments in place before this conviction becomes public.

7 So what we learned in how this saying unraveled is
8 that we asked Mr. Seibel whether he had a prenuptial agreement
9 with his wife. Nope, he said, no such document exists. He
10 lied, told us it didn't exist. We drilled down, interviewed,
11 or deposed his wife, found out that that was a lie. Then we
12 were told, well, there is one. There is a prenuptial
13 agreement, but it's -- it's been nullified. It's been voided
14 out. Found out that was a lie.

15 Even in his own interrogatory response he says
16 despite what he is now saying in his own oppositions today
17 interrogatory responses, no, there are no novations, no (video
18 interference), no amendments, no cancellations, no voiding of
19 the prenuptial agreement.

20 Your Honor has seen now why he and his other lawyers
21 were lying so much about that prenuptial agreement: Because it
22 was exposing that the assignments were a fraud, that in fact
23 the prenuptial agreement showed that Mr. Seibel had remained
24 interested in the properties.

25 And as a matter of fact, the prenuptial agreement

1 says, Notwithstanding the anticipated transfers, the business
2 interest, which is a transfer, as well as the income, shall
3 remain Rowen's separate property. You could have not lied any
4 worse to us, Mr. Seibel, and your lawyers, when you're saying
5 he had no interest, he had no managerial responsibility, had
6 nothing to do with the entities that had contracted with
7 Caesars, which would now be transferred to the assignee. He
8 had nothing to do with it financially or from a management
9 perspective. It was all a lie, as was his attempt to hide this
10 prenuptial agreement.

11 And what we hear now in opposition to avoid summary
12 judgment is, well, yeah, you know, that's true. The prenuptial
13 agreement does make it his property. It's true we were lying
14 about it. Yeah, but it's true that we said that there was a
15 novation, and that was a lie too. It's true that we gave you
16 an interrogatory response. There is no novation. It's still
17 in place, but they're not really following it. That's their
18 opposition to get over summary judgment, that they're not
19 really following it is what this brief says.

20 And even that we know, as we've cited to Your Honor
21 in our briefs is a lie. It's a lie, Your Honor. Mr. Seibel
22 testified last time we had him under oath that he has no bank
23 account, that all of the money that pays for his living
24 expenses comes from his wife's bank account, the same bank
25 accounts where the money from these partnerships were going.

1 So we can't get a straight answer out of this guy no
2 matter what. He never surrenders. He never concedes that he's
3 lying, and I'm telling you I am shocked at how many of those
4 lies have found its way into the opposition in order to stave
5 off summary judgment. I'm shocked. I can't say it any
6 differently.

7 So we spoke a moment ago, Your Honor, about the crime
8 fraud exception. You found a lot of evidence was presented to
9 you there. He made some findings of fact that are important.
10 I don't begin to say that Your Honor is bound by the findings
11 of fact. I understand it's interlocutory. I understand this
12 record is yours to create and amend as we go, but it's worth
13 saying that this is not the first time we debated these issues
14 that I'm now explaining today. And even then, Your Honor found
15 as a result of the crime fraud that, I think your words were
16 that,

17 Caesars found out through news reports that
18 Seibel pleaded guilty to a felony, and
19 thereafter Caesars terminated the agreements as
20 it was expressly allowed to do due to Seibel's
21 unsuitability, failure to disclose.

22 Now, I'm not pounding on the table saying the case is
23 over, Your Honor. We take that snippet and we cut and pasted
24 it, and (video interference) finished. I just say is there
25 anything we have seen by way of actual evidence that is

1 reliable, that is not Mr. Seibel's own doublespeak of creating
2 issues of fact by his own inconsistencies that would lead you
3 or any of us to a different conclusion than what you found
4 (video interference).

5 And I think the answer is pretty clear that there is
6 none. You had a robust record on that debate. It was an
7 important issue. Your Honor recognized that. You said it was
8 an important issue, maybe one of first impression that the
9 Supreme Court is going to have to clarify. So Your Honor was
10 thoughtful and took your time to make sure that you read the
11 entire record, (video interference) evidence, and that's where
12 you landed.

13 What has changed since that time is the question I
14 would pose, and I think we all know the answer, that it has
15 not.

16 So Caesars, as you saw in Exhibit 26, terminated the
17 Seibel agreements, as Your Honor stated, as it was expressly
18 allowed to do.

19 And Mr. Seibel did what he promised he would never
20 do: He launched litigation across the United States
21 challenging the exercise of Caesars' sole and absolute
22 discretion, as he always said they could.

23 Now, Caesars is entitled to summary judgment, and
24 after all of this litigation (video interference) for a few
25 reasons, and I suppose it would -- it's important just so that

1 we're clear on the record that we are seeking summary judgment
2 on our affirmative claims (video interference). They're all
3 three declaratory relief claims, Counts 1, 2 and 3.

4 Count 1 for dec relief that Caesars properly
5 terminated the agreement;

6 Count 2 that Caesars has no future obligations with
7 Mr. Seibel or any entities he's affiliated with;

8 Counts 3 for dec relief that there's no restrictions
9 on future business between Caesars (video interference).

10 We also seek summary judgment on the Seibel entities
11 claims, and those are the DNT's Count 1, which is breach of the
12 DNT agreement and (video interference) and that the LLTQ, LLTQ
13 16, FERG and FERG 16 Count 1, which is breach of the agreement;
14 two, breach -- well, breach of the LLTQ agreement. Then Count
15 2, breach of the FERG agreement; and Counts 3 and 4 (video
16 interference).

17 Now, interestingly, Your Honor, we have had a lot of
18 discussion, and it's probably the lion share of Mr. Siegel's
19 opposition. It is about this breach of implied covenant of
20 good faith and fair dealing. Yet it's important to note that
21 none of these entities, LLTQ, LLTQ 16, FERG, FERG 16, DNT, none
22 of them have a cause of action for breach of the implied
23 covenant of good faith and fair dealing.

24 GRB has one, and we'll get to that separate. That's
25 summary judgment Number 2, but we have the (video interference)

1 what it feels like the entirety of a brief has one theme from
2 Mr. Seibel, and that is this notion that Caesars couldn't
3 terminate because it was doing so with bad faith, exercise of a
4 contract right even though it doesn't -- none of them have any
5 claims in this case on that grounds. They have one, I think
6 it's the sixth affirmative defense to Caesars' claims.

7 So even in that context, from a purely clinical
8 procedural matter, this implied covenant has nothing to do with
9 the affirmative claims from the Seibel (video interference)
10 other than GRB. All it has to do is whether they can rely upon
11 it to stave off judgment against them.

12 So let me get to that, good faith and fair dealing.
13 Your Honor knows that good faith and fair dealing is not a
14 catchall claim. It's not a claim that you say you failed to
15 pay me for sale of my car, and therefore I'm going to sue you
16 for breach of contract and breach of the implied covenant of
17 good faith and fair dealing because you didn't pay me. That's
18 not what the cause of action is for.

19 The cause of action, as we have seen from the Nevada
20 Supreme Court telling us and what is characterized as the
21 quintessential example is under a lease for a percentage right
22 where you're not complaining that the tenant paid you, in other
23 words performed under the lease. You're complaining that they
24 did something outside of the lease. There it was, you know,
25 misdirecting revenue to a different business so that the rent

1 here would be reduced to what would be paid to the landlord.
2 That's not complaining about the failure to pay. That's
3 complaining about some other act designed to undermine this
4 argument.

5 Here all we have in all of this noise about good
6 faith and fair dealing is the same contract issue, and that's
7 why there's no breach of the implied covenant of good faith and
8 fair dealing claim for any of those entities because what
9 they're complaining about is that Caesars breached. They say
10 Caesars breached the contract by terminating. Well, okay,
11 fine. That's what the summary judgment is for today, but all
12 of this energy on good faith and fair dealing cannot exist when
13 what you are saying and complaining about is a contract term
14 that if you are successful you would be stripping the other
15 party of the contract claim, right.

16 Our Supreme Court has told us that a breach of the
17 implied covenant of good faith and fair dealing occurs when the
18 terms of the contract are literally complied with, but with one
19 party of the contract deliberately contravenes it (video
20 interference).

21 They're not saying that they have no objection to the
22 literal compliance. They're complaining about the literal
23 compliance. Therefore, as their pleading states, all they have
24 is a breach of the implied covenant -- I'm sorry, is a breach
25 of contract claim.

1 Now, I also know, Your Honor, that the implied
2 promise of good faith and fair dealing is reciprocal, right.
3 That means that a party who is prosecuting a claim. Let's
4 assume for the sake of discussion that this good faith and fair
5 dealing was actually a claim in this case for all of these
6 entities, which it's not, or that just having it as an
7 affirmative defense is good enough, which it's not.

8 The law is pretty clear that in order to prosecute
9 this claim, Mr. Seibel must have established in the record that
10 he acted in good faith himself. What do we know from the
11 record so far about Mr. Seibel? I've touched upon some of it.
12 We know that he lied at the beginning of the relationship about
13 his felony conviction. We know he lied about his felonious
14 conduct. We know he lied about during the relationship about
15 misconduct.

16 Remember, this is the same guy who is involved in a
17 kickback scheme that we would later find out (video
18 interference). He lied about his cure (video interference),
19 his curative assignments. He lied about the existence of a
20 prenup. He lied about the novation agreement. He lied about
21 the continued role in the Seibel entities. He committed fraud
22 through the kickback scheme, and now he just committed fraud
23 and attempted extortion in mediation.

24 Does that sound like a guy that fits into this quote
25 that there is no justice in permitting a plaintiff to complain

1 of unfair dealing in a transaction when he himself has not
2 fulfilled in good faith his contractual obligations with regard
3 to that transaction? Does that sound applicable to him? I
4 think if we have ever seen a litigant who has disqualified
5 himself from any argument or of a finding protection, safety
6 and avoiding summary judgment (video interference) good faith
7 and fair dealing concept, is Mr. Seibel who's disqualified
8 himself in that regard.

9 Another thing about this good faith and fair dealing,
10 Your Honor, that I touched upon a few moments ago is this what
11 about-ism that we have seen from some of his counsel in this
12 case, but not all of them.

13 And I've always been -- I've always found the
14 argument curious. Let's put it that way. Your Honor may
15 recall there was a time when one of our local casinos was fined
16 by Gaming Control Board for rigging a slot tournament. I think
17 it was rigged so that one of the high rollers could win and
18 establish more goodwill with that client. Gaming came down
19 hard. They didn't revoke the gaming licensee's license, but
20 they fined them seven figures if my memory serves correct, and
21 it was quite (video interference).

22 Now, under Mr. Seibel's logic that anyone else who
23 comes with their own individual expectation, as he says, that,
24 well, you did it before for someone else, so I have an
25 entitlement that you do it for me. What about me? Well, what

1 about-ism is well, wait a minute. You did that for them. So
2 don't I have an expectation that I'm a high roller and that I
3 should get the same type of benefit? And that's the silliness
4 of his position.

5 It doesn't matter ever whether Caesars has the
6 relationship with a holding company of a name of Martha Stewart
7 or somebody else because what matters is Mr. Seibel's own
8 contract. He said (video interference) suitable. He said he
9 would tell the truth. He said Caesars could kick him out of
10 the company and terminate these contracts in its sole
11 discretion. He said all of those things. He agreed to all of
12 those things.

13 He didn't say what he's saying in order to avoid
14 summary judgment now, that, well, yeah, I agree you can
15 terminate so long as you're terminating every other contract
16 with every other party who has a shady past like me. He didn't
17 say no, you have those rights, and I'm not allowed to challenge
18 them unless I come up with something about maybe Martha Stewart
19 or a football player that came to the Super Bowl party.

20 Now, he agreed, as we did, that it's none of his
21 business. He doesn't have a private cause of action which
22 makes his behavior in the mediation all the more abhorrent. He
23 doesn't have a private cause of action in connection with the
24 gaming laws and what a gaming regulator is going to say or do
25 to Caesars for its relationships, nothing about our

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1 relationship with the regulatory body springs rights to
2 Mr. Siegel. His rights stem from his contract, not from a
3 contract from common law. There was nothing anywhere that says
4 he gets rights in this mere amorphous, well, you can't exercise
5 your rights under this contract in bad faith.

6 Well, what does that mean? That's exactly contrary
7 to what we have said earlier. You have to be complaining about
8 something other than the express performance of the contract.
9 He's been complaining from day one that we exercised our right,
10 and he now wants our right, something the Court cannot do, to
11 be limited in order to benefit him based upon what he says was
12 his subjective understanding or expectation.

13 Well, wouldn't that be an easy way to overcome
14 summary judgment 100 percent of the time in every single case
15 is to say, Your Honor, I had an expectation that my opponent
16 would not exercise the contract right in a way that would be so
17 prejudicial to me, say like foreclosing my house, and therefore
18 no summary judgment; I get a trial because I expected that they
19 would exercise their right differently than the expressed
20 language of the contract?

21 Well, there's no support for that anywhere. The fact
22 that there is no claim for good faith and fair dealing, no
23 evidence and that they're relying upon the actual breach of the
24 express terms of the contract in an attempt to limit the
25 express terms of the contract and tell you that nine ways to

1 Sunday, so to speak, that this has been a lot of noise without
2 a lot of substance to overcome summary judgment.

3 Now, that takes me to the GRB issues. Well, the GRB
4 issues overlap with some of the issues here. This is one of
5 those points, and what I'm referring to now, Your Honor, is
6 this future obligation onset.

7 Mr. Seibel says, yes, someone is suitable. I think I
8 even characterized it as it's like (video interference)
9 irrelevant fact (video interference) make that argument with a
10 straight face, but he says even though I'm unsuitable I still
11 have rights to the future deal.

12 And that had us all scratching our heads is that --
13 is this a serious argument; right? Because we all know as a
14 matter of law that these contract -- contracts have to be read
15 as a whole, not interpreting one, two, (video interference)
16 provisions.

17 And so that being the case, if Mr. Seibel is correct,
18 the suitability issue is only a one-time thing; right? If he
19 gets found unsuitable, he's out, but if you get another
20 project, he gets to stay there as an unsuitable project person.
21 An absurd result, which is rejected, one that nullifies the
22 suitability provisions, that is another reason. And then it's
23 just simply illogic. It doesn't make a lot of common sense;
24 right?

25 His theory, well, that you have to bring me in, and

1 even if it does carry forward because the contract does say
2 that the suitability (video interference) will carry forward
3 (video interference) agreement. So the instant you do the new
4 contract, you have to terminate me again there which will give
5 me fresh new rights. Those are the words (video interference).
6 So, you know, that's the absurd circle that he's looking for.

7 And, of course, you know, he'll then throw in, well,
8 yeah, but I could have cured between the time of the
9 termination of the first one and the termination of some new
10 future deal even though there's no right to cure, even though
11 there is nothing in the record anywhere, anywhere about this
12 opportunity to cure, this opportunity to sell, I should say.
13 Your Honor, (video interference) what's in this record.

14 The only opportunity or evidence of cure is, as I've
15 talked about earlier in the fraudulent scheme in connection
16 with the assignments, there's nothing in this record about
17 somebody else wanting to buy it, and (video interference). And
18 the reason being is that Mr. Seibel's actions speak louder than
19 the words in his opposition.

20 He's always (video interference) that he had (video
21 interference) future deals. He's always known of the
22 suitability necessarily as a matter of law has to carry forward
23 and that he can have no right in future deals, just like (video
24 interference) GRB contracts or the other ones if he is
25 unsuitable.

1 That has to be read into all of them, otherwise we
2 find ourselves, in addition to violating all of these contract
3 interpretation axioms about allowing absurdities, about one
4 provision terminating the other, we also end up at a place of
5 impossibility. We end up in a place where a gaming licensee is
6 being told by its contracting party that it has to join
7 together (video interference) the contracting party is
8 unsuitable. That's impossible and unlawful for Caesars to do,
9 and so that can't be a reasonable interpretation either.

10 The fact in the end, that they're all agreements to
11 agree kind of trumps all of us, right, that if we have a future
12 deal we know that the material in terms concerning
13 relationship, and suitability and that stuff will be there, but
14 we'll figure out the money. We'll figure out the space. We'll
15 figure out the capital contributions. There is law as long as
16 my arm that an agreement that doesn't define the material
17 financial term is an agreement to agree with no (video
18 interference).

19 So we have about four or five different reasons to
20 preclude that the concept of future projects, this loop, this
21 irrational loop that Mr. Seibel wants us to go down cannot
22 possibly be the reasonable interpretation from this Court.

23 And finally now, the issues, just a couple I'll just
24 touch on. I know I've been going longer than I expected. So
25 I'll try and wrap it up.

1 This issue with GRB is troubling for many reasons.
2 First of all, GRB goes into a receivership in Delaware, and the
3 Delaware Court appoints a trustee to wind up the affairs of the
4 company, which included prosecuting defendant claims. So this
5 trustee is now the voice of the company and in control of the
6 company and its rights.

7 So what did the trustee, slash, GRB do with those
8 rights? First of all, it published an opinion through
9 Mr. Heyman, Hyman, Kurt Heyman, which in essence said that
10 these GRB claims are not worth pursuing. Another way of saying
11 that there not meritorious, and this was submitted to the
12 Delaware Court admitting, you know, after a full investigation
13 that claims for the wrongful termination were not worth the
14 same. You'll remember the trustee even said he fully expected
15 summary judgment to be entered against GRB.

16 This is someone, by the way, unlike Mr. Seibel, who
17 is charged with a fiduciary responsibility to manage GRB's
18 assets and funds for litigation in a responsible manner. So
19 he's the one saying you're going to lose summary judgment.
20 There's no merits to this claim.

21 But most importantly he said, and I think it was a
22 16.1 disclosure that GRB is not pursuing affirmative claims on
23 its own in this case. In this case, in this record GRB says
24 that it is not pursuing its own affirmative claims. And if we
25 just say, okay, well, that's one statement, well, let's look at

1 the record.

2 Did GRB conduct any discovery? No.

3 Did it attend any depositions? No.

4 Did it prosecute any briefing in any particular
5 issues? No.

6 All we have is the trustee who came in and said there
7 is nothing of value here (video interference) merit, and we're
8 not prosecuting it, but I even recall, I could be wrong about
9 this, Your Honor, but I recall Mr. Heyman even saying that to
10 Your Honor during a conference call when we were in court on a
11 hearing.

12 But even if my memory is incorrect on that point, we
13 know that in the exhibits before you, 16.1 disclosure, I think
14 it's Exhibit 61, something like that -- Ms. Mercera will
15 correct me if I'm wrong -- like I said, we're not pursuing any
16 affirmative claims on our own.

17 And now Mr. Seibel gets his hands on the brief. He
18 realizes, I suspect, that there's a claim for good faith and
19 fair dealing there that doesn't exist anywhere else in this
20 case. And so they try and walk back everything, as Mr. Seibel
21 always does, tries to accept responsibility for nothing, as he
22 always does, tries to discount the language of a good-faith
23 player, like the trustee, as he always does and says, no, no,
24 no. We get a do over. No summary judgment because all of
25 those things shouldn't have been taken seriously.

1 I don't get it. I don't understand really what the
2 foundation is for Mr. Seibel at this eleventh hour after having
3 five years of litigation and GRB prosecuting absolutely
4 nothing, admitting that it has no claims, admitting in Delaware
5 what claims they could have prosecuted or that were on record
6 here are not meritorious, and all of a sudden Mr. Seibel at the
7 eleventh hour says he is the trusted voice in this case that
8 should preclude summary judgment from being entered. He was
9 the person that should be given a do over and relief for
10 failure to prosecute any particular cause of action, and, of
11 course, he should be the beneficiary of the only claim in this
12 case for good faith and fair dealing, notwithstanding that it
13 is lacking in merit for the same reasons that I have already
14 said.

15 So, you know, my sarcasm is probably more than it
16 should be right now, as it relates to Mr. Seibel, but the fact
17 of the matter is this. GRB has done nothing in this case. It
18 never wanted to do anything in this case. The only reason this
19 pleading was filed in this first place was at Mr. Seibel's
20 urging. But once it was out of his hands, that case crumbled,
21 sat on the shelf and died there. It was too late for
22 Mr. Seibel and his latest counsel to breathe any life back in.

23 All that said, Your Honor, that's a lot of words,
24 there's a lot of briefing, and it all comes down to this:
25 Mr. Seibel has been committing a graft against Caesars for a

1 very long time. He's been doing it inside this litigation. He
2 has caused Caesars to expend considerable amounts of money with
3 his inconsistent position, with his lies that we've had to
4 chase down to disprove. He's had not coincidentally and not
5 surprisingly a revolving door of lawyers representing him in
6 the case, and not a one of them have come up with anything to
7 refute the simple facts I said at the beginning.

8 The contract says Caesars could terminate at its sole
9 and absolute discretion. Mr. Siegel is a convicted felon. He
10 never disclosed any of that to us, and he promised, promised in
11 a contract that he could not and would not challenge Caesars'
12 exercise of its discretion.

13 I think summary judgment is in order. He's not
14 entitled to roll the dice because isn't that all this is? He's
15 looking for an opportunity to roll the dice of poor me against
16 the big giant gaming company in front of a jury. (Video
17 interference) gets a jury. Only the cases that actually have
18 something to resolve, to work out that are factual goes to a
19 jury. This isn't one of them.

20 And I apologize for the length of my argument. Just
21 a lot to go to through here.

22 THE COURT: You know what we're going to do, let's
23 take a quick 10-minute recess, and then we'll continue on with
24 this specific motion. All right.

25 (Proceedings recessed at 2:39 p.m., until 2:54 p.m.)

1 THE COURT: Okay. We're back on the record, and I
2 guess we can continue on with argument. All right.

3 MR. GILMORE: All right. Thank you, Your Honor.
4 Once again, Joshua Gilmore on behalf of Green and Seibel and
5 the Development Entities, a couple of big picture comments, and
6 then I'm going to proceed with what, of course, is a lot of
7 detail and a lot of information that's in front of you.

8 We're here on a summary judgment motion. Caesars
9 wants summary judgment on everything, and what I mean by that
10 is it wants summary judgment on each of its three declaratory
11 relief claims, which of course then requires us to talk about
12 affirmative defenses, which Mr. Pisanelli brought up. Caesars
13 wants summary judgment on the counterclaims that have been
14 asserted by DNT, LLTQ and LLTQ 16 -- I'll call those the LLTQ
15 parties -- and the counterclaims asserted by FERG and FERG 16.
16 We'll call those the FERG parties.

17 Caesars also wants summary judgment on each of the
18 claims that were derivatively asserted in this claim in this
19 case by Mr. Seibel on behalf of GRB that were then assigned to
20 him.

21 And finally, Caesars wants summary judgment on its
22 tort claims against Mr. Seibel individually for fraud and civil
23 conspiracy. Okay.

24 So Caesars has to come to you and say for every one
25 of those claims, all elements, all claims, everything before

1 Your Honor that would go to a jury, that there's no genuine
2 issue as to any material fact. That's Caesars' burden. They
3 are the moving party. They have to prove that, and I submit,
4 Your Honor, they haven't done that. They haven't even gotten
5 close. What we hear today is basically an opening statement to
6 the jury, but it's been transformed into an argument before
7 Your Honor to seek summary judgment.

8 And I say that because we hear over and over again
9 the word lie. Mr. Seibel lied. He lied. He lied. And I
10 suspect for as many times as we heard Mr. Pisanelli say to you
11 that he lied, you're going to hear me say that's a question of
12 fact. You're going to hear that from me because on summary
13 judgment, and you know this, I don't have to tell Your Honor,
14 but I think it's important to point out based on how this has
15 been argued and how it's been briefed, we don't make
16 credibility findings on summary judgment. We don't weigh the
17 evidence on summary judgment.

18 We certainly do not cast aside evidence submitted in
19 opposition to a motion for summary judgment and say, well, you
20 don't have to think about that. That's irrelevant. Caesars
21 says it's irrelevant; so it's irrelevant.

22 We don't draw inferences in favor of Caesars as the
23 moving party, and yet you hear things like fraudulent scheme,
24 ruse, cheating. He weaseled out. He's dishonest. What are
25 all of those terms? They're characterizations.

1 Caesars is asking you to draw conclusions from this
2 evidence to assess Mr. Seibel's credibility, to assess the
3 credibility of Caesars' witnesses, to assess the credibility of
4 any witness who's testified in this case, to weigh the evidence
5 and to decide whether you can just go ahead and find now as a
6 matter of law on all of these claims, but that's not how
7 summary judgment works. It's not. You don't make those
8 findings.

9 And I think that's important too, Your Honor, bigger
10 picture, we see it in their reply, and they talk about it here
11 today, the crime fraud order. They're wanting you to redo in a
12 sense what you did when you decided the crime fraud motion.

13 Now, as we all know, that was a discovery motion at
14 bottom. Caesars came to you and asked you to order us to
15 produce communications.

16 Now, your burden -- well, strike that. Caesars'
17 burden there was different; right? And it required this Court
18 to make findings about whether it believed Mr. Seibel was
19 attempting a fraud.

20 We respectfully disagree with those findings, but
21 I -- the point here, Your Honor, is that analysis that you
22 would undertake on a discovery motion is not an analysis you
23 undertake on a summary judgment motion. Those two types of
24 motions serve different purposes. Each is intended for
25 different relief.

1 And here today, Caesars cannot ask you to weigh the
2 evidence. It cannot ask you to draw any inferences in its
3 favor. It cannot ask you to find, as a matter of law, that
4 Mr. Seibel lied. I mean, I don't know how else to say it other
5 than that's a credibility determination contrary to established
6 precedent when we're just talking about how summary judgment
7 works and how it operates.

8 So I mentioned that overview because it's important
9 to think about the context in which we're in front of you
10 today, and that is that these claims, these counterclaims go to
11 a jury because there are disputed issues of material fact. And
12 the answer is yes.

13 If this is as simple as Caesar says, why didn't they
14 file a motion for summary judgment four years ago? Why did we
15 go through discovery? Why does Caesars need in excess of a
16 hundred exhibits to attach to its motion and reply to try to
17 convince this Court that there are no genuine issues of
18 material fact? Because you can't sell that.

19 It's the same reason why we had to come to Your Honor
20 and say here's about a hundred and fifty exhibits in
21 opposition. Because there are a lot of issues that have to be
22 parsed out in front of a jury. That's the way it works, and we
23 have shown, and I'm going to go through it, that we have
24 evidence, and the inferences drawn from that evidence, not
25 Caesars, would certainly support the findings that we are

1 saying are supported by that evidence. And that's what it
2 takes.

3 Can a jury, for example, look at this and say, yeah,
4 you denied giving the Development Entities an opportunity to
5 cure because it was going to make you a whole lot of money?
6 Absolutely, and we've presented evidence on that, and I'll go
7 through that. And it's for a jury to decide then whether
8 Caesars acted in good faith when termination went, quote,
9 "Right to the bottom line." That's Exhibit 578 that we
10 submitted with our opposition. Those are Caesars words.
11 Termination here went, quote, "Right to the bottom line." So
12 we have to look in context here and look at the evidence, draw
13 inferences in favor of the nonmoving parties, not characterize
14 the evidence as Caesars would like to characterize it in front
15 of a jury.

16 So the other big picture thing that I want to point
17 out, Your Honor, we heard a lot today Mr. Seibel, Mr. Seibel,
18 Mr. Seibel. The Development Entities are separate from
19 Mr. Seibel. Those entities are LLCs that were formed and
20 created, and as I'm going to talk about, and we talked about in
21 our moving papers, and I'm going to talk about here in a little
22 bit, those entities could very well have existed independent of
23 Mr. Seibel as going concerns and continued to stay in business
24 with Caesars. So we can't conflate Mr. Seibel and the
25 Development Entities.

1 We've seen it from the beginning. Caesars likes to
2 call them the, quote, "Seibel affiliated entities." That's
3 what Caesars wants to do, and it wants you to weigh the
4 evidence and find don't believe Mr. Seibel, when he says he
5 attempted to disassociate. Don't believe him. Believe us and
6 characterize them as Seibel affiliated entities. That in and
7 of itself requires a credibility determination, the role of the
8 fact finder. That's the role of the fact finder.

9 So with that, Your Honor, I would like to go through
10 the claims. I'm going to start with the declaratory relief
11 claims. Like Mr. Pisanelli, I'm certainly going to try to
12 consolidate argument where I believe I can so that I don't
13 repeat myself.

14 The first claim for declaratory relief is that
15 Caesars properly terminated the development agreements. Your
16 Honor can't find in favor of Caesars on that claim as a matter
17 of law because there are genuine issues of material fact
18 surrounding that first claim.

19 Okay. We talk about them in our opposition. Two
20 main issues there. Did Caesars act in good faith when it made
21 its suitability finding, and second, whether Caesars acted in
22 good faith when it found that the affiliation between the
23 Development Entities and Mr. Seibel was not subject to cure?

24 Now, I appreciate the challenge I received from
25 Mr. Pisanelli to point out the cure language in these contracts

1 because it's there. In fact, the word cure is right there. So
2 we're going to go through that, and this idea apparently that
3 there was no cure rights would require a rewrite of the very
4 contract that they're asking you to enforce because it's there.
5 And we're going to get to that, but let's start with the first
6 issue.

7 Did Caesars act in good faith when making its
8 suitability finding? And I say that because we know the Hilton
9 Hotels cases say literal compliance is not enough. maybe the
10 law in other states is different, but literal compliance is not
11 enough. And so we have to look if there is an argument, if
12 there is evidence to support that Caesars did not approach
13 suitability in good faith. And the answer to that question,
14 Your Honor, comes right out of the expert report that we
15 submitted from Mr. Randy Sayre.

16 Now, Mr. Sayre has been in the gaming industry for a
17 very long time, worked for the Gaming Control Board for almost
18 30 years, was a member of the Nevada Gaming Control Board, and
19 his report, which we included at Exhibit 607, and then his
20 rebuttal report at Exhibit 608, he goes through in incredible
21 detail and explains why this suitability finding was not done
22 the way it's supposed to.

23 Caesars did not follow its ethics and compliance
24 plan. Caesars did not follow gaming regulations when it
25 assessed suitability. Why? Because Caesars was rushing to

1 terminate these contracts so that it could double its return on
2 these restaurants to the tune of about 70 plus million dollars,
3 which we're going to get to here, okay.

4 Mr. Sayre undoubtedly qualified in the gaming
5 industry, even Caesars expert Scott Scherer admitted that
6 Mr. Sayre is an expert when it comes to gaming matters.

7 Now, Mr. Sayre disagrees -- strike that. Mr. Scherer
8 disagrees with Mr. Sayre, but then, of course, we have
9 competing expert testimony, and that is something for the jury
10 to decide. Do I agree with Mr. Sayre and the opinions that he
11 is giving? Or do I agree with Mr. Scherer and the opinions
12 that he's giving.

13 Caesars in its reply in a footnote relegates
14 Mr. Sayre's opinion to a footnote and says, oh, that's not
15 relevant. We don't have to talk about that here today. Not
16 relevant? Mr. Sayre goes through and says they did not follow
17 their own ethics and compliance plan.

18 Now, Caesars disagrees; right, and you heard
19 Mr. Pisanelli earlier say we followed our ethics and compliance
20 plan. Well, Mr. Sayre, having looked at the testimony from Sue
21 Carletta, the compliance officer, the limited documents that we
22 have related to suitability here, because the fact of the
23 matter is a formal suitability analysis was not done, the
24 minutes from the meeting that Ms. Carletta had with the
25 compliance committee after the fact, about six weeks later,

1 okay.

2 Caesars hasn't claimed that Mr. Sayre ignored certain
3 information related to the suitability finding to come to the
4 conclusion that Caesars rushed to find that Mr. Seibel was
5 unsuitable.

6 At bottom, that's a question of fact, Your Honor, one
7 of many issues that surround whether Caesars properly
8 terminated these agreements.

9 Now, I -- Mr. Pisanelli said, well, this is really
10 for context, and so he, I can't tell how important these facts
11 were to him, but to the extent he brought them up, I'm going to
12 go through it as well.

13 He claims that well, look, Caesars, you know, you
14 don't know that much about gaming apparently. You don't
15 realize how important suitability is to a licensee. Setting
16 aside I respectfully disagree with that, we have an e-mail from
17 Caesars internally, Exhibit 575 to our opposition. Caesars
18 never even did an investigation of suitability for several of
19 these entities.

20 Why is that? Why is that? In fact, we know in
21 December of 2012, both the Pub at Caesars Palace and BURGR at
22 Planet Hollywood opened to the general public and yet according
23 to Caesars, it was so important to have these disclosures from
24 Mr. Seibel. Yet Caesars went ahead and opens two restaurants,
25 and as we know, it's undisputed they made payments to the

1 respective Development Entities for those restaurants for
2 years.

3 We also provided with our opposition, Your Honor, and
4 this is at Exhibit 550, in 2013, ask the Development Entity for
5 BURGR, asking if Caesars needs a BIF for this new restaurant.
6 Nothing back saying oh, yes, yes, we need it.

7 So the point is the argument is being made that it's
8 not genuine for Mr. Seibel to come to this Court and say I
9 didn't think by 2013, 2014 that I needed to fill out these
10 BIFs.

11 But we look at the conduct of the parties, the
12 e-mails that Mr. Pisanelli quoted, of course, are from 2011,
13 right, and timing is relevant here. This was a relationship
14 that, of course, spanned many, many years, dating all the way
15 back to I believe it's 2009 with the Serendipity Restaurant.
16 Needless to say, relationships evolve, and expectations of
17 parties do as well.

18 The point is, the jury can look at this and say, and
19 they can find based on the inferences drawn that Caesars was
20 comfortable, that they had whatever information that they
21 needed. They can say to you now, I can't believe we didn't
22 have these BIF forms filed, but their own internal
23 documentation shows they knew that. The compliance committee,
24 the compliance officer, excuse me, was well aware, but yet the
25 restaurant opened. Money was paid to Development Entities.

1 Now, another argument that Mr. Pisanelli says is
2 well, that's -- that's untrue. Now, Mr. Seibel is turning
3 around and saying something completely different than what he
4 said in his deposition. Well, that's close, but not really.

5 Mr. Pisanelli in his deposition asked him, did you
6 disclose the conviction in August of 2016? Did you disclose
7 the fact that you were charged in April of 2016? Did you
8 disclose -- he talks about the prison time, the probation. Of
9 course, those things occurred after the sentencing that
10 occurred in August of 2016.

11 What he's not talking about, and it is consistent,
12 that Mr. Seibel testified that he told Mr. Frederick, his main
13 point of contact at Caesars. It's not like he told a buser
14 walking past him in the hallway, and now we're trying to claim
15 that that information would have made its way all the way up to
16 the C suites. He told Jeff Frederick, the Vice President of
17 food and beverage, who was in charge of managing these
18 relationships. He was -- he was the point of contact.
19 Ms. Savo (phonetic) confirmed that for Caesars.

20 Mr. Frederick was the point of contact for the
21 Development Entities. So you ask yourself, is it odd that
22 Mr. Seibel would go to him, and he's being faulted, well, you
23 said this in passing in a casual conversation that
24 Mr. Frederick is denying occurred now.

25 Well, it's not just Mr. Seibel's testimony. We

1 produced corroborating evidence on that. We produced the
2 invoice from counsel showing that the meeting did, in fact,
3 occur, and the other person that was present in that meeting,
4 Brian Ziegler, said that's what occurred. Mr. Seibel disclosed
5 the investigation to Mr. Frederick.

6 Now, who do you believe? Is Mr. Seibel lying, as
7 Mr. Pisanelli would like you to find? That is not a finding
8 that is made on summary judgment, no more than I'm going to sit
9 there and tell you that Mr. Frederick is lying.

10 We have submitted evidence that would give a jury
11 reason to question Mr. Frederick's testimony, and that's the
12 point because you have to ask yourself, is there evidence?
13 Have the Development Parties come forward with evidence to
14 allow this type of question to go to the jury? And the answer
15 is yes. The answer is undoubtedly yes because deciding whether
16 to believe Mr. Seibel and Mr. Ziegler or rather Mr. Frederick
17 and Mr. Selesner, that is the expected province of the jury.
18 That's what they do. That's what our system is designed for,
19 to let the jury make those types of determinations.

20 Gary Selesner, the president of Caesars Palace,
21 again, Mr. Seibel is not telling somebody down the totem pole,
22 so to speak, who he cannot reasonably expect to have the
23 wherewithal to appreciate the information that's being
24 disclosed to him, to understand whether that has significance.
25 The president of Caesars Palace, Mr. Seibel testified he told

1 the president of Caesars Palace that he was under
2 investigation. Whether that's enough under these contracts is
3 a question of fact that needs to be presented to the jury to
4 decide here.

5 Now, we heard a lot today about suitability. And
6 really that is and probably will always be the main focus of
7 Caesars' case, suitability. But I submit to Your Honor that
8 suitability is not the end-all in this case, not even close.
9 And, in fact, on just the first claim, on just Caesars' first
10 claim for declaratory relief, the second main issue that I told
11 you about, and that is whether Caesars acted in good faith when
12 finding that the affiliation between the Development Entities
13 and Mr. Seibel was not subject to cure.

14 Now, I said I was going to talk about this (video
15 interference) and do that now.

16 Let's take a look at the development agreement for
17 TPOV, and Mr. Pisanelli argued, oh, these agreements, they're
18 all the same. We don't have to go through each one of them.
19 So, okay. Let's take a look at the agreement for TPOV, which
20 for Your Honor's purposes, we filed as Exhibit 538 to our
21 opposition, and Caesars has it as Exhibit 5 to their motion.
22 So it appears we got two copies of that before Your Honor.

23 But I'm looking at Section 10.2, which is the
24 relevant provision that Mr. Pisanelli was talking about, and
25 it's a long paragraph here certainly. But if you're about

1 halfway down, there's a sentence that starts out, If any TPOV
2 associate fails to satisfy, or such requirement, and it's
3 talking about the disclosure, or if Paris or any of Paris's
4 affiliates are directed to cease business with any TPOV
5 associate by any gaming authority, or if Paris shall determine
6 in Paris's sole and exclusive judgment that any TPOV associate
7 is an unsuitable person, whether as a result of a TPOV change
8 of control or otherwise, then, first clause, TPOV shall
9 terminate any relationship with the person who is the source of
10 such issue.

11 Now, I stop right there. TPOV shall terminate any
12 relationship with the person. That sounds like taking
13 affirmative action to me to step away from someone who Caesars
14 has determined is unsuitable. I don't know how you read that
15 as anything other than a cure.

16 But I don't even have to ask you to make that
17 inference because if we keep going, Clause B, TPOV shall cease
18 the activity or relationship creating the issue to Paris's
19 satisfaction, comma, in Paris's sole judgment. Again,
20 affirmative action required to be taken, in this instance by
21 TPOV, related to activity with someone who Caesars has found to
22 be unsuitable.

23 It continues or, Clause C, if such activity or
24 relationship is not subject to cure as set forth in the
25 foregoing clauses A and B. There it is. If we weren't sure

1 whether there were cure rights under this operating agreement,
2 we found it because the word cure appears in this contract, and
3 we know Caesars is a very sophisticated entity. And if Caesars
4 did not want a contract to give an opportunity to cure in
5 certain circumstances, we wouldn't see clauses A and B.

6 Now, it goes on. I want to make sure I'm talking
7 about the whole paragraph, right -- that the relationship is
8 not subject to cure as set forth in foregoing clauses A and B
9 as determined by Paris in its sole discretion, Paris shall,
10 without prejudice to any other rights or remedies of Paris,
11 including at law or in equity, have the right to terminate this
12 agreement and its relationship with TPOV. I want to make sure
13 I've read the entire sentence as we look at it there.

14 So what do we know? There are cure rights, but
15 Caesars has the power to say, you know what, we don't think the
16 relationship is, quote, subject to cure, okay. And that is a
17 power that we talk about in our opposition at length that is
18 subject to and governed by the implied covenant of good faith
19 and fair dealing, okay.

20 So when I said suitability isn't the end-all in this
21 case, it's because the story doesn't end there. Caesars wants
22 the story to end there, but it doesn't. Caesars does not win
23 outright on all accounts. And the Development Entities don't
24 lose outright on all accounts, simply upon a showing that
25 Mr. Seibel was unsuitable.

1 There is much, much more to this case that has to be
2 decided, and we can't lose track or lose sight of the bigger
3 picture here. Caesars wants to go to great lengths to tell us
4 how bad of a person Mr. Seibel is. He's the worst person on
5 the planet. Can't stand being around him. And for that
6 apparently, Caesars gets a pass for everything that it did, no
7 questions asked. Trust us. We're a gaming licensee. Trust
8 us. We know what we're doing. Don't look further. Stop at
9 Mr. Seibel is unsuitable.

10 Keep in mind, Mr. Seibel here is the individual who
11 brought these restaurants to Caesars. That translated into
12 nearly three quarters of a billion dollars in gross revenue,
13 and I'm not just throwing the B word around there. Those are
14 Caesars' financials, okay. These restaurants have grossed an
15 incredible amount of money at the suggestion, at the
16 recommendation, at the guidance initially of Mr. Seibel through
17 these Development Entities, okay. And that becomes important,
18 of course, because when you talk about why does this right to
19 cure matter, because these Development Entities are certainly
20 in a position to continue to exist irrespective of Mr. Seibel
21 and see the revenue flow that comes in for these entities
22 arising out of these restaurants.

23 In some ways you can look at this as if they're
24 annuities. They're paying money over time to the Development
25 Entities. That's the deal Caesars struck.

1 Now, what we know, and we've submitted e-mails to
2 this effect, which Caesars just backhands, don't even -- don't
3 pay attention to them, but what we know is Caesars was looking
4 to rework these deals, was not happy with the amount of money
5 that these restaurants were making. They didn't, quote, need
6 him as much anymore as they once did, despite testifying he
7 literally helped them transform their restaurants. Now, we
8 don't need him anymore.

9 Now, we don't need him anymore, but the Development
10 Entities are entitled to the revenue stream that flows out of
11 these restaurants, and it's the Development Entities who had
12 the contracts with Caesars, and it's the Development Entities
13 who saw that revenue stream taken away without an opportunity
14 to dissociate from Mr. Seibel to Caesars' satisfaction.

15 I'm going to go through that process here in a little
16 bit. Caesars of course did not like the initial attempt made
17 by Mr. Seibel to disassociate, characterizes it as it would
18 like to even though we know and Caesars knows that you don't do
19 that on summary judgment, but we also know very clearly in
20 written correspondence in realtime, not after the fact, in
21 realtime, that statements, overtures were being made.

22 We will work to sell these entities to a
23 disinterested third party so that they can stay in business
24 with Caesars, so that these restaurants can stay open, but so
25 that the Development Entities do not have some sort of

1 forfeiture worked on them for a felony associated with their
2 former principal, having nothing to do with Caesars, having
3 nothing to do with these restaurants and had certainly having
4 nothing to do with gaming revenue that arises out of these
5 restaurants. Because, of course, there's no gaming inside of
6 them.

7 So the Hilton Hotels cases, Your Honor, literal
8 compliance with the terms of the contract, that doesn't get you
9 there if you deny the justified expectations of the parties,
10 and that's exactly what the evidence here supports, at least
11 the jury could certainly come to that conclusion, that Caesars,
12 rather than working with the Development Entities to afford
13 them an opportunity to cure, terminates these contracts, and
14 that translates into 70 plus million dollars in money that was
15 not earmarked for Caesars initially, that now hits its bottom
16 line, and that you can find out of Exhibit 605, which is our
17 expert report we submitted from Mr. Deiters (phonetic), where
18 he goes through in detail the damages associated with each one
19 of these restaurants and how that has translated as a win here
20 for Caesars.

21 And again, quote, right to the bottom line,
22 Exhibit 578. Caesars knew what it was doing. Why afford these
23 Development Entities an opportunity to cure when we can double
24 our profits on some of these restaurants? Why do that? When
25 it can go, quote, right to our bottom line?

1 So you look and say, did Caesars exercise good faith
2 when it came to the conclusion that the relationship here was
3 not subject to cure? I take you back to Mr. Sayre's expert
4 report. Mr. Sayre said absolutely not. You can't just cause a
5 forfeiture of these interests.

6 Gaming wouldn't allow that. Gaming wouldn't
7 appreciate that. That's not what gaming expects, and that's
8 why, Your Honor, we make the reference to and we argue the
9 relevance of the certificate of incorporation for Caesars,
10 Exhibit 500 to our opposition, their charter documents, so to
11 speak, that when Caesars is dealing with a shareholder, a
12 stockholder who turns out and becomes unsuitable for one reason
13 or another, does Caesars just take that stock for nothing? No.
14 That's not what happens. Caesars redeems the stock for fair
15 value, okay, and there's a process to go through that.

16 And, in fact, Caesars can choose to make a cash
17 payment or give a promissory note to this unsuitable
18 shareholder. And so you ask yourself, wait a minute, Caesars
19 can't be in business with an unsuitable person, but it can be a
20 debtor to someone who is unsuitable? Those arguments, Your
21 Honor, explain why the cure here is so important, why Caesars
22 is trying to avoid having to afford the opportunity for a cure
23 here to the Development Entities, why Caesars is wanting to
24 say, well, he's not a shareholder. The Development Entities
25 are not shareholders. They don't get the benefits that a

1 shareholder might.

2 But the point is if you're going to come in here and
3 argue I can't pay money to an unsuitable entity, gaming
4 wouldn't allow that. Well, a jury could look at that and say I
5 don't know that I agree with what you're telling me because
6 your charter documents say otherwise.

7 Again, that is a credibility finding. How do we
8 weigh the evidence? At this stage, you look -- have the
9 Development Entities submitted evidence to support the
10 arguments that they're making, that a jury could accept and
11 enter a finding in their favor? Absolutely. Absolutely. The
12 inference is not drawn here in Caesars' favor. The inferences
13 are drawn in favor of the Development Entities.

14 Caesars talks about in their briefing, cites law of
15 other cases. Well, you can't -- if we comply with the
16 contract, you can't bring a claim for breach of the implied
17 covenant of good faith and fair dealing against us because we
18 did what the contract says. That may be the law in other
19 states, but that's not the law here in Nevada.

20 In fact, we also know from the *J.A. Jones*
21 *Construction* case that we cited, the Supreme Court found it was
22 plain in error where a jury was instructed that the implied
23 covenant of good faith and fair dealing can't modify the
24 express terms of a contract.

25 So for Caesars to sit here and to pound the drum that

1 we did what we contracted to do, that we had every right to
2 terminate these contracts, the story doesn't end there. The
3 analysis doesn't end there. The jury still needs to look at
4 the conduct here and whether Caesars engaged in good faith or
5 rather terminated these contracts in haste without following
6 its own ethics and compliance plan, without following gaming
7 regulations, without affording an opportunity to cure to the
8 Development Entities so that it could double its take on these
9 restaurants.

10 Now, something else I want to talk about in terms of
11 the cure, Caesars says, well, are we supposed to help you? Why
12 would we work with you to effectuate a cure under these
13 contracts? Well, the answer is because these contracts are --
14 the assignee is subject to a suitability analysis by Caesars,
15 meaning if Mr. Seibel, when he is selling his interest at the
16 time in the Development Entities, is going to have to make sure
17 that Caesars is okay with the buyer.

18 So, of course, in this scenario, based on how the
19 relationship is set up, Caesars has to have input. They have
20 to be involved. Because otherwise, any of -- TPOV. Let's take
21 TPOV. TPOV goes out, finds a buyer, strikes a deal, comes
22 back. Caesars says, no, not suitable, and guess what, we have
23 sole and unilateral discretion to decide if this person is
24 suitable. They're not suitable. Try again, and we can go
25 round and round about that.

1 And in the meantime, Caesars is, of course, keeping
2 for itself money that needs to be paid to the Development
3 Entities. That's why we have explained and argued, and
4 Mr. Sayre's opinion is Caesars needs to work with the
5 Development Entities so that they can distance themselves from
6 Caesars to its satisfaction so that whatever risk it feigns it
7 has over loss of its gaming licenses is abolished while the
8 entities themselves continue to exist and the revenue stream is
9 not suddenly lost and doesn't revert back to Caesars, okay.

10 To take away the cure rights in many ways makes this
11 on illusory contract, which is not a result that Caesars can
12 ask this Court to adopt. And I say that, and we gave the
13 example of the logical extreme in our opposition, but it proves
14 the point. Caesars could come to find out, you know what, this
15 individual that is an owner of a company that we're under
16 contract with, he jaywalked two weeks ago. He's unsuitable.
17 We don't think the company can disassociate from him. So we're
18 going to go ahead and terminate the contract, but we're going
19 to keep the benefits of that contract, okay.

20 Now, I know we're not talking about jaywalking. I'm
21 aware of that. But it's an example of the argument that
22 Caesars is asking this Court to adopt. We have total power.
23 We have total say over whether you get to cheer or not. That,
24 of course, as the case law makes abundantly clear is why the
25 implied covenant of good faith and fair dealing is so

1 important. Because it makes this an illusory contract without
2 it. It means that Caesars can enter into a deal with someone,
3 take their money, take their concepts, take their ideas and
4 then turn around and unilaterally say, we don't think you're
5 suitable anymore. You can't challenge that decision. Thanks
6 for stopping by. We're going to keep everything you just
7 provided to us. It doesn't work that way.

8 I also have to point out two of these restaurants
9 were funded by, I guess what you could call unsuitable money;
10 right. We have a million dollar capital investment on two of
11 these restaurants. Apparently you call that unsuitable money,
12 but you notice Caesars is happy to keep that unsuitable money.
13 See just as much as Caesars is happy to keep these unsuitable
14 restaurant concepts. Why? Because it benefits Caesars to do
15 so.

16 Caesars is trying to advocate a double standard here
17 by saying we can't be in business with someone who is
18 unsuitable even though it's the entities who it was in business
19 with, but then also not wanting to allow the entities an
20 opportunity to cure their alleged improper association with
21 Mr. Seibel so that the entities can continue to see the income
22 stream.

23 Now, Mr. Pisanelli likes to call them well, these are
24 all wonderful what about-isms. It's a very creative word.
25 What about-isms. Well, of course, I'm in that position because

1 Caesars did not afford the opportunity to cure with the
2 exception of BURGR and the DNT agreements, which we can talk
3 about here in a minute, but we know for the other restaurants,
4 TPOV, LLTQ, MOTI and FERG, no right to cure was afforded.

5 So what about-isms? You took away the opportunity to
6 cure, and now you're turning around and saying, and then, guess
7 what, you can't tell me how you were going to cure because it's
8 too late. That would require us to think what about? What
9 could have happened? Well, that's very convenient.

10 Now, I asked Caesars' gaming expert in his
11 deposition, isn't it true these interests, for example, in the
12 Development Entities could have been sold to Carl Icahn, one of
13 probably the biggest, at least at the time. I don't know if he
14 is as we sit here today, shareholders in Caesars, and the
15 response was well, subject to whatever SEC restrictions there
16 might be, if he's got too much stock already, yeah. Yeah,
17 because we know Mr. Icahn is suitable; right?

18 Another example, Apollo, one of the largest private
19 equity owners of Caesars could easily swoop up these contracts.
20 You're not even acquiring stock in Caesars, could easily buy
21 these contracts, and then Caesars would effectively be paying
22 its own shareholder the revenue stream that it had previously
23 been paying to the Development Entities when there was an
24 indirect relationship between them and Mr. Seibel.

25 Now, a couple other things on suitability. We heard

1 about the trust in the prenuptial agreement, and, of course,
2 it's all under the guise of the crime fraud order, which I've
3 talked about.

4 Mr. Seibel testified to various reasons why he formed
5 the trust. He understood that another vendor with a gaming
6 company had done so in the past when a principal of that
7 company had pled to a felony.

8 Now, ultimately Caesars rejected the trust
9 arrangement; right? We know that. We've seen the
10 correspondence where Caesars said, no, you know what, that's
11 not going to work for us. We're not going to accept the trust
12 because Mr. Seibel told them who the beneficiaries were.
13 Mr. Seibel told them who the trustees were. It's in a letter.
14 He says exactly who that is.

15 It was no surprise to Caesars that whereas perhaps
16 before Mr. Seibel was benefiting from the income stream
17 associated with these restaurants, and now his wife is going
18 to; right? The prenuptial agreement they talk about well,
19 look, that confirms that the money that Seibel's wife would get
20 would benefit him. Apparently that was -- they didn't realize
21 that he lived with his wife. They share in their expenses
22 together. I submit that's not an inference to draw from this
23 evidence.

24 Two responses on that though. Mr. Seibel and his
25 wife testified we never followed the prenuptial agreement. No,

1 there is no written nullification. I have not professed that
2 there is. There's nothing in writing. I would have produced
3 it. But he said we've never followed it since day one, and
4 I'll pick, I think I heard actions speak louder than words. We
5 produced the bank statements showing where the money went when
6 in realtime Caesars was still making payments to the
7 Development Entities. Because before the ruse, as
8 Mr. Pisanelli likes to call it, was uncovered, you would think
9 Mr. Seibel had an opportunity for the very trouble, the fraud
10 that he's alleged to have committed, but, of course, we see the
11 money did not go into a joint bank account that he held an
12 interest in.

13 But a second point, and more fundamental to that, is
14 this is all really a red herring because I asked Mr. Scherer in
15 his deposition, Caesars' gaming expert, if the beneficiaries
16 matter, and he said, you know what, as soon as Caesars saw who
17 the trustees were that was it. You're done. The trust is not
18 a valid assignee from a gaming perspective. Just knowing who
19 the trustees were, before we even talk about who the
20 beneficiaries were.

21 So this whole argument about Mr. Seibel is a secret
22 indirect beneficiary of the entities in light of the
23 assignment, that's created after the fact here by Caesars.
24 Because in realtime they knew who the trustees were, and that
25 was enough. And Ms. Carletta also testified as the compliance

1 officer in her deposition I asked her:

2 You knew this was a family trust; right?

3 She said, Yes.

4 I said you knew this money would than be able to
5 benefit Mr. Seibel by virtue of his relationship with the
6 beneficiary?

7 She said, Yes, of course.

8 You can't ignore the obvious.

9 I want to close out on just this first claim for
10 declaratory relief, Your Honor. We may hear back in reply,
11 well, we got a letter from gaming, and they rubber stamped
12 everything that we did here, and the arguments that you made
13 about whether we need to cure or whether we don't need to cure.
14 If gaming had an issue with that, gaming would have taken
15 action in response to it.

16 I submit that evidence is not properly before Your
17 Honor. Needless to say, we weren't allowed to take
18 Mr. Burnett's deposition or anybody from the Gaming Control
19 Board for that matter. We weren't allowed at the time when
20 Mr. Clayton's deposition was taken. There were a number of
21 objections made based on gaming privilege and attorney-client
22 privilege when it came to communications with the Gaming
23 Control Board. There was no official investigation, unless I'm
24 mistaken, of Caesars at the time that culminated in some formal
25 finding by the Gaming Control Board, okay.

1 Mr. Burnett, I don't know that he's going to be
2 testifying in his official capacity at trial as the former
3 chairman of the Gaming Control Board now that he is currently
4 counsel of record for Caesars, as we've pointed out in our
5 opposition.

6 That evidence should not how somehow sway Your Honor
7 to find that there is no genuine issue of material fact. There
8 are.

9 And on the first claim for declaratory relief, as a
10 result, summary judgment can't be entered.

11 Now, the second claim for declaratory relief, and
12 this one, you know, really glossed over here by Caesars, both
13 in their argument today and in their moving papers, and that is
14 what happens after the termination; right? Why is it that
15 Caesars gets to terminate these contracts but keep the benefits
16 of the bargain, including keeping the, as I mentioned, the,
17 quote, "unsuitable money," the capital that they received at
18 the outset?

19 How does that work? Caesars, of course, doesn't even
20 want to talk about that, never wants to talk about that, that
21 the termination of this contract does trigger certain things.
22 Okay. Mr. Pisanelli pointed out well, you don't get to
23 challenge the fact of termination. I submit in response that
24 the implied covenant of good faith and fair dealing still
25 applies to the cure.

1 But secondly, what happens after the termination?
2 Does Caesars get to keep the benefit of these restaurants?
3 Does it get to keep the benefit of the bargain without paying
4 back the capital? Is that what these contracts intended?
5 Absolutely not. Absolutely not.

6 And at a minimum, it is a question of fact when you
7 read these contracts, if a jury would read them to find that
8 Caesars can terminate these contracts but still continue to
9 reap all of the benefits that arise out of these contracts,
10 okay. We cited Nevada law on this point and that's not an
11 unusual position. You can't take the good and none of the bad.
12 It doesn't work that way.

13 Caesars was in a position here, if it believed that
14 it had to terminate, then it needs to close these restaurants,
15 but it didn't do that, except Serendipity. And, of course, you
16 don't see from our damages report we're asking for future
17 revenue that would arise out of the Serendipity restaurant had
18 Caesars kept the restaurant open.

19 But what Caesars did do is they kept Steak open.
20 They kept at both of the Pubs open. Right? We know there are
21 more restaurants elsewhere than just Las Vegas. We know the
22 Old Homestead is still operating, and we know the BURGR
23 restaurant is still operating.

24 Caesars wants to just gloss over what it means to get
25 a declaratory judgment that it owes no present, past or future

1 obligations to the Development Entities.

2 But let's be very clear about what Caesars is asking
3 this Court to find. Caesars is asking this Court to find that
4 all that money, it gets to keep for itself, all of that money,
5 the 70 plus million dollars, as our expert has set forth in a
6 report, depending on how long these restaurants remain in
7 operation. Whereas before that money was going to the
8 Development Entities, now it hits Caesars' bottom line.

9 It's not even a scenario where Caesars has come to
10 court and said, you know what, Your Honor, we've interpleaded
11 those funds. It's not our money. We agreed to pay entities to
12 operate these restaurants. It's not our money. We're going to
13 put it into the Court, and you decide, Your Honor, if it's okay
14 to pay it or an arrangement is going to be worked out where
15 that money goes. That's not what Caesars has done. Caesars
16 has just kept the money for itself. It's now hit its bottom
17 line. Those are, again, Caesars' words. Money that before
18 went elsewhere now goes to Caesars.

19 Caesars, of course, had another option here when it
20 comes to cure that we talked about, which is buying out the
21 Development Entities altogether from these contracts. If Cesar
22 said, you know what, we want to keep these deals. We want to
23 keep the restaurants open, but, of course, we can't keep paying
24 you, because you're unsuitable. We think the assignment that
25 you've attempted to the trust is unsuitable, and we really

1 don't think or trust that anybody you sell your interest in or
2 the trust's interest into the Development Entities would truly
3 be far enough away from you where we would be comfortable, then
4 you buy out the interests. It's easy. You buy out the
5 interests. You don't just take the money for yourself, which
6 is what Caesars has done here.

7 Now, Caesars in reply and very short, references
8 what's called the first to breach argument. Well, you breached
9 first. So we don't have to pay you any of that money. Yes,
10 apparently that money fortuitously suddenly does get to land in
11 our pockets and is our money now.

12 Well, no, that's not how the first to breach rule
13 works. When that happens, the party, the nonbreaching party,
14 the party who is claiming the breach has two choices:
15 Terminate and walk away, fold up shop, call it a day, or you
16 ratify and say, you know what, I'm going to sue you for
17 whatever damages I think arose out of this issue, but I'm going
18 to otherwise continue to perform under the contract.

19 What's happened here is Caesars has sort of taken a
20 hybrid approach to that, and they said, well, we're going to
21 terminate these contracts, but we're going to continue to act
22 as if we still get to take all of the benefits from these
23 contracts and reap what was, quote, unsuitable money and
24 unsuitable concepts and unsuitable ideas.

25 It doesn't work that way. And at a minimum, it is

1 certainly a question of fact for the jury in reading these
2 contracts, as we've talked about in our opposition, to say was
3 it expected here that that is the outcome that will follow from
4 a finding that Caesars terminated these contracts? That
5 suddenly Caesars gets the benefit from all of that money that a
6 month earlier it had on its books going elsewhere?

7 I submit we have submitted more than sufficient
8 evidence for a jury to find that the answer to that question is
9 absolutely not, and I'm going to -- I want to talk about the
10 1322 clause, and then I think this will dovetail into their
11 third claim for declaratory relief.

12 Because setting aside whether the 1322 clause is an
13 unenforceable agreement to agree or if it's too vague or would
14 lead to an absurd result, if we just stop and think about that
15 clause in context here, it further supports the idea that if
16 Caesars is going to terminate, it's not going to continue to
17 benefit from ideas and concepts that were provided by the
18 Development Entities.

19 But if it does, it's going to enter into new
20 agreements with them, okay. So it takes you back to the same
21 point. If you're going to terminate these contracts and you're
22 going to say I'm not going to stay in business with the
23 Development Entities anymore, then the 1322 clause, and it's
24 4.1 in the FERG agreement, similar, and it's actually it's 1421
25 then in the BURGR agreement. We've got three of those here,

1 all lead to the rational conclusion that the attempt being made
2 here by Caesars to reap the benefits without the burdens is not
3 expected.

4 So I don't want to keep belaboring that point, Your
5 Honor. That's the second claim for declaratory relief.

6 As I said, suitability is not the end-all in this
7 case. We have to look at what happens after, and there are
8 certainly questions of material fact that have to be decided by
9 a jury that preclude entry of summary judgment on Caesars'
10 second claim for declaratory relief.

11 Third claim for declaratory relief, the future
12 ventures clauses, okay. We've submitted several e-mails from
13 Caesars. This is their own words; we can't do Steak, Pub or
14 BURGR without Rowen or similar concepts with the Gordon Ramsay
15 name, okay. It's the very reason why FERG entered into a deal
16 with Caesars for the pub in Atlantic City because Caesars knew
17 it was bound by that clause.

18 Again, actions speak louder than words. Okay. Why
19 did you sign a deal with FERG if you believed 1322 was
20 unenforceable, an agreement to agree? Because actually, in
21 fact, you knew it was enforceable. It's a clause Caesars
22 proposed when these contracts were being negotiated. They
23 wanted it, and we asked their global president, at least
24 former. I don't think he's there anymore, Tom Jenkin, in his
25 deposition, and he understood that the LLC agreement was the,

1 quote, template. That's his testimony. The global president
2 of Caesars. It doesn't get any higher than that. The man
3 literally at the top says the LLC agreement is the template for
4 all future deals.

5 Now, is there language that says, well, it might be
6 subject to different terms? Yeah, but that's no different than
7 a term sheet that says, look, here are the material terms, but
8 if we can't reach them, then we're still bound by this term
9 sheet. We've seen that, and that's akin to what this is. It
10 is a binding agreement. And, of course, it survives
11 termination of the LLTQ agreement. That's under Section 4.3.1.
12 That survives termination.

13 Caesars again wants you to rewrite the contract and
14 apparently make that not survive anymore, but Caesars
15 contracted for that. Again, what are the expectations of the
16 parties here, that that clause is going to survive termination.

17 And what does that mean? Caesars may go out and do a
18 sushi restaurant tomorrow with Caesars, okay. That's not in
19 the nature of a steakhouse, pub, burger restaurant. Power to
20 you; right? Caesars might say, you know, I'm going to go do
21 ten more Hell's Kitchens with Caesars, right, that are not the
22 subject of this litigation, okay. But that's not what we're
23 talking about. We're talking about continue to operate, Steak,
24 continuing to operate the Pub. Continuing to operate the BURGR
25 restaurant, and those agreements, that provision requires

1 Caesars to share in the revenue stream that continues to flow
2 out of that restaurants.

3 Now, Caesars says, well, wait a minute. That's going
4 to throw us into a ridiculous loop where over and over again
5 we're going to be under contract with an unsuitable entity. So
6 the minute we sign an agreement with that unsuitable entity,
7 boom, we've got to terminate it. No. No. It goes back to the
8 cure issue. This goes back to I'm going to ensure that the
9 Development Entities are acquired by a disinterested and
10 suitable third-party so that I don't have that ridiculous
11 manufactured loop, as Caesars would like to create, so that
12 Caesars can continue to open pubs, open 10 pubs, open 20 pubs,
13 okay.

14 If Apollo comes in and acquires LLTQ and TPOV, then
15 it'll be between Caesars and Apollo whether or not Caesars can
16 do future deals without involving those entities.

17 Remember, these entities are separate and apart from
18 Mr. Seibel, okay. He said, his lawyer twice, if you're not
19 satisfied with the assignments of the trust, then I'll work
20 with you to sell to a third-party, okay. That's Exhibits 511
21 to 512 to our opposition and then again at 592.

22 So this is not something that was manufactured after
23 the fact. In realtime, in September of 2016, Mr. Seibel was
24 saying, look, if Caesars is not satisfied with the trust being
25 the interest holder of these entities, then we'll find somebody

1 to sell them to, but you've got to work with us. So that takes
2 me back to the cure issue, Your Honor, and why it's important
3 for Caesars to do that. So again we don't see
4 multibillion-dollar interests forfeited out of hand here, of
5 course, an outcome that benefit Caesars.

6 So on the third claim for declaratory relief, Your
7 Honor, that there are no past -- excuse me, that the 1322 and
8 4.1 clause, we have certainly presented sufficient evidence,
9 Caesars own words, Caesars own actions, plausible, reasonable
10 interpretation of those provisions that would support taking
11 that issue to the jury, okay.

12 Okay. One other thing I would like to do, Your
13 Honor, that covers, unless Your Honor has questions for me on
14 the declaratory relief claims that have been set forth by
15 Caesars -- well, and I will say, as of their request for
16 summary judgment on our counterclaims is, of course, driven by
17 them getting summary judgment on their declaratory relief
18 claims.

19 So certainly for the same reasons they shouldn't get
20 summary judgment on their three declaratory relief claims,
21 they're not entitled to summary judgment on the counterclaims
22 by DNT, the FERG parties and the LLTQ parties, as I mentioned a
23 little bit earlier.

24 So I want to shift then, unless Your Honor has
25 questions for me, to talk about GRB. Okay.

1 And that argument, while it is subsumed in terms of
2 some of these declaratory relief claims, because GRB is the
3 subject of the declaratory relief complaint that Caesars
4 brought, but the argument specific to that motion, and that's
5 motion for summary judgment Number 2, our judicial admission,
6 that's the doctrine --

7 Although they call it judicial estoppel a couple of
8 times, and I -- we all know those are not interchangeable, and
9 I'm pretty certain they mean judicial admission. We're not
10 talking about judicial estoppel here.

11 -- as well as a failure to prosecute. So and that
12 argument on GRB is driven almost entirely off of the trustee's
13 report, okay. A report that they told Your Honor not to look
14 at when it suited their interests, right. Don't bother
15 yourself with what's going on in Delaware.

16 Now, suddenly they want you to do actually what they
17 Delaware Court did not do, which is say, you know what, if the
18 trustee believes that certain claims are, quote, not worth
19 pursuing, then we're not in fact going to let GRB pursue those
20 claims. That argument was made to the Delaware Court and
21 rejected, but that's what Caesars is asking you to do here
22 today, to agree and adopt as its own effectively the findings
23 made in the trustee's report when he was attempting to analyze
24 these claims, claims that, at times he said are, quote, worth
25 pursuing.

1 And I think that, for some reason is lost in the
2 briefing here and certainly lost in the argument from
3 Mr. Pisanelli today. That report did not 100 percent
4 unequivocally say every claim by BURGR is not worth pursuing
5 and toss it out. That's not what the trustee said. The
6 trustee said, actually, you know what, there are certain claims
7 here that are worth pursuing because you are continuing to
8 operate a mirror image of the same restaurant. You're still
9 using the same menu. It's the same decor. It's the same
10 theme; right?

11 Now, we -- and Mr. Ramsey may talk about this later,
12 but at least for Caesars, Caesars makes no attempt to dispute
13 that, that this is the exact same restaurant; right? Not at
14 all.

15 And then the trustee says, yeah, that claim's worth
16 pursuing, and we talk about what that translates to in terms of
17 monetary damages in our opposition. So the idea here, well,
18 the trustee's report means you dismiss all of GRB's claims,
19 huh-uh. At best you would dismiss the claims that the trustee
20 determined are, quote, not worth pursuing.

21 Now, backing up though, that's an opinion; right?
22 That's what that is. And he said that. He said I'm giving my
23 opinion. I'm giving you my view. I don't know if this is
24 binding; right? And we talk about, and look, technicalities
25 are important here because this is Caesars wanting to prevail

1 based on this idea of a judicial admission that these claims
2 are not worth pursuing.

3 Well, that doctrine says, only statements of fact;
4 right? Which would here be things like Ramsey signed the
5 agreement for GRB. Ramsey was a member of GRB as opposed to
6 arguments like Caesars, you know, is liable for breaching the
7 implied covenant of good faith and fair dealing, a legal
8 conclusion. That's not what would fall within the realm of a
9 judicial admission. That's -- there's a material distinction
10 there. The trustee's report is not something, at least for the
11 reasons it's been cited by Caesars, that these claims are not
12 worth pursuing, an opinion is not something that is binding on
13 GRB here, certainly not something that the Court should sit
14 there and adopt as its own.

15 The other thing I want to point out is that the
16 trustee doesn't even talk about the unjust enrichment claim,
17 okay. It doesn't. There's no disputing that. And Caesars
18 doesn't attempt to independently argue why the unjust
19 enrichment claim should be dismissed. So again, even if we
20 want to take this idea that the claims that the trustee decided
21 are not worth pursuing and adopt that, not only do we still
22 have claims that are worth pursuing, the contract claims, but
23 we also have the unjust enrichment claim that would continue to
24 go forward if this Court were to adopt the trustee's report.

25 The other argument that's made on the technicality

1 is, well, there's a failure to prosecute here by GRB. We know
2 Mr. Seibel initially asserted these claims on GRB's behalf
3 derivatively. The claims were assigned by the Delaware Court
4 to Mr. Seibel. So while they're GRB's claims, right, they are
5 Mr. Seibel's. So, as we've said, when the trustee answered
6 discovery saying, look, I'm not pursuing the claims here.
7 We've all known for years that the trustee would certainly
8 either try to settle these claims with Caesars or, if not,
9 assign them to Mr. Seibel to pursue.

10 And then there is the caveat that because he was a
11 50 percent member, that he's only going to get 50 percent of
12 whatever the recovery might have otherwise been to GRB because
13 that's got to reflect the fact that the money, half of it would
14 have flowed to him, after it flowed in to the entity. So the
15 idea that GRB is not intending to pursue its claims is false.

16 Mr. Seibel is the valid assignee of those claims. We
17 have done discovery. Documents have been produced about the
18 BURGR restaurant. I mean, you can see the menus that we
19 attached to our opposition. Mr. Seibel was asked about the
20 BURGR restaurant in his deposition. Our expert opined on
21 damages for BURGR. We're ready to go on that.

22 So it's not as if I'm coming to you and saying,
23 Judge, now that these claims were finally assigned to
24 Mr. Seibel, I need to do discovery. That's not what we're
25 saying. Mr. Seibel is bringing those claims. They've been

1 assigned to him. There is certainly no failure to prosecute
2 here, okay.

3 Caesars then, and I'm just going to touch on it
4 generally, also, of course, seeks summary judgment in its reply
5 really, substantively on the GRB claims. And we see in the
6 reply why Caesars wants to disagree with the evidence that we
7 submitted in opposition to show that there are genuine issues
8 of material fact related to these claims.

9 Breach of the implied covenant claim, we went
10 through. We talked about that already, right, the suitability
11 finding and the process that Caesars went through, and not
12 affording an opportunity to cure. Whether Caesars acted in
13 good faith or not is a question of fact.

14 Now, something Mr. Pisanelli talked about is, well,
15 wait a minute, good faith is a two-way street, and we want this
16 Court to find that Mr. Seibel did not engage in good faith so
17 we don't have to be heard to explain whether we engaged in good
18 faith. But again that too is a question of fact.

19 Mr. Seibel testified he thought this trust
20 arrangement worked. Caesars disagrees. Caesars doesn't like
21 that testimony and says, no, we can't -- that's not going to
22 work for us, okay. We can't be in business with you, okay. We
23 can't be affiliated with someone who's convicted of a felony,
24 setting aside the fact that Martha Stewart now is going to be
25 the marquee name on a billboard at the Paris Las Vegas Hotel

1 and Casino, unlike Mr. Seibel, who was silent, and I'm sure if
2 you walked around the Paris and asked who's Mr. Seibel, nobody
3 would know other than maybe some of the employees, or if you
4 happen to have a friend in town. But the name Martha Stewart
5 is going to be plastered on the marquee, a giant name that is
6 well known as a convicted felon.

7 Okay. Question of fact, question of fact whether the
8 wind up money that Caesars has already said in a declaration
9 they're supposed to pay, the contract says there's a wind up
10 period. Those fees have to be paid to GRB. If Caesars wanted
11 the contract and we don't pay wind up fees, if it determines
12 that an entity or a principal of an entity is unsuitable, they
13 could've said that. The contract very clearly says there's
14 wind up fees that need to be paid.

15 Caesar says, again, they put it in a declaration. We
16 owe wind up fees. That was Exhibit 549 to our opposition. Yet
17 what they're asking you to quietly do today is actually let
18 them keep that money. Let them keep that money for themselves
19 rather than pay that money or have a jury decide whether
20 Caesars should still benefit from that money. That's
21 undeniably a question of fact, Your Honor.

22 We also don't hear anything, at least in the argument
23 about why summary judgment should be brought on the conspiracy
24 claims. We had submitted communications showing how interested
25 Caesars was in getting out from under these contracts: Legal

1 difficulties may give us an out.

2 The recent criminal elements will help resolve our
3 issues here, okay. And these are Caesars' words. A jury could
4 certainly look at that and take it all in context, which is
5 what the Supreme Court has said you do when you look at whether
6 somebody acted appropriately under the terms of a contract.

7 Finally, Judge, the last, and I know it's a lot.
8 It's a lot of briefing here, Caesars didn't talk about this in
9 their oral argument, but they do move for it in their papers.
10 Summary judgment on its claims for fraud and conspiracy against
11 Mr. Seibel individually, okay. Caesars wants summary judgment
12 as a matter of law on its tort claims against Mr. Seibel
13 individually, okay. But as I said in the beginning, that would
14 require Caesars to say there's no genuine issue of material
15 fact on any element of any one of our tort claims.

16 A fraud claim, to sit there and submit to Your Honor
17 fraud does not require analyzing questions of fact, I mean, you
18 can stop with intent; right? They have to prove Mr. Seibel
19 intended to defraud Caesars, okay. That, of course, requires
20 us to weigh the evidence, to make a credibility finding, the
21 fact that he intended to defraud Caesars, okay. That in itself
22 is a question of fact, undeniably, right.

23 The other points we make, justifiable reliance, we
24 don't see a declaration from an executive from Caesars, right.
25 We see the lawyers -- we see the letters from the lawyers about

1 terminating. Where's the declaration from a Caesars executive
2 to support the justifiable reliance element? We don't have it.

3 Damages, what did we see in the motion? They cited
4 their disclosures? Again, it's their burden. This is their
5 claim. They chose to come forward and say we're entitled to
6 summary judgment on every element of our fraud claim. And what
7 did they do for damages? Here's our disclosure. Here's what
8 we say our damages are. We don't have to prove it. I mean,
9 needless to say, that's not evidence of anything.

10 In their reply, they then attach and interrogatory
11 response that says, well, I incurred \$168,000 in rebranding the
12 restaurant. So those, I'm going to call those my fraud
13 damages, okay.

14 Now, again, they chose to terminate this restaurant;
15 right? They're claiming we had every right to do that. And
16 then they're turning around and saying, and I want the costs
17 associated with rebranding the restaurant so I can keep
18 operating it? They didn't contract for that. So now they're
19 suddenly trying to create a tort to obtain that type of relief,
20 which brings me to another argument that we set forth in our
21 opposition.

22 This claim arises out of the contract. They say and
23 admit it. It's a contractual breach. You did not disclose
24 that you were convicted of a felony and sentenced, okay.
25 That's a breach of contract; right?

1 And they say, well, hey, we're the master of our
2 complaint. We're going to call it a fraud instead. We didn't
3 bring a contract claim. Well, whether you called it a
4 contract, whether you chose to bring a contract claim or not,
5 the fact is it is a breach of contract claim. And what you've
6 tried to do is morph it into a fraud claim and say, well, we're
7 a gaming licensee, and you knew under the contract that you had
8 a duty to make disclosures.

9 That's not a fraud claim, but at a minimum, it
10 doesn't support granting summary judgment as a matter of law.
11 And again, I go back to we have evidence disputing that no
12 disclosure was made. Caesars disagrees with it, but, of
13 course, that's a jury function, and I know I've repeated myself
14 on that.

15 Similar issue with the conspiracy claim, Your Honor.
16 It's Caesars' burden to come forward with evidence that
17 Mr. Seibel was working with lawyers to commit some ulterior
18 objective; right? Caesars, of course, the only thing they
19 point to is the crime fraud motion, which I've talked about a
20 little bit earlier. It doesn't inform this decision here.

21 And what they say in their reply is, well, the
22 boundaries between the personal and professional relationships
23 between Mr. Seibel and his lawyer were, quote, blurred; right?
24 That's what they said. The boundaries were blurred. But we
25 don't have any evidence that they've come forward to show that

1 the lawyer for Mr. Seibel was acting for his own individual
2 interests, not just in furtherance of his job as a lawyer for
3 Mr. Seibel; right?

4 And regardless, as we know, you can't try to fix the
5 fact that you didn't meet your burden with your motion with
6 your reply. But like -- and regardless, Mr. Seibel's motive,
7 the motives of his lawyers here and any other agent that
8 they're going to claim was involved in the conspiracy, that's
9 something that the finder of fact here has to evaluate and
10 decide.

11 So, Your Honor, I've spoken quite a bit. Our
12 briefing is very extensive because there are, quite honestly, a
13 number of issues of material fact here that preclude the entry
14 of summary judgment on Caesars' first and second motion for
15 summary judgment.

16 Unless Your Honor has any questions for me, we submit
17 that both motions should be denied in their entirety.

18 THE COURT: None at this time, sir. Thank you.

19 MR. GILMORE: Thank you, Your Honor.

20 THE COURT: All right. Mr. Pisanelli, sir.

21 MR. PISANELLI: Yes, sir, Your Honor.

22 So sitting through counsel's argument, one might
23 believe that Mr. Seibel is actually a Boy Scout, that this is a
24 poor guy who is a victim of circumstance and that he's not to
25 blame for the situation you find yourself in. And I'll commend

1 counsel for making those arguments with a straight face.

2 I've never seen anyone like Mr. Seibel, and counsel
3 tells us that it's not appropriate or it's irrelevant that he
4 lied so many times. And my point has always been that of
5 course it's relevant that he lied because, as we sit here --
6 I'm sure Your Honor did; I did -- was waiting for counsel to
7 identify what the issues of fact are. In other words, what is
8 it that we don't know?

9 And the only thing counsel continued to come up with,
10 two things really. One is when Mr. Seibel said two different
11 things, we don't -- we don't know, right. On the one hand, he
12 says Mr. Seibel said he talked to a vice president and told him
13 about his investigation, and he spoke to the president of the
14 hotel and told him about his investigation. Both of those
15 people said that was a flat out lie. But my point was, even
16 Mr. Seibel testified that that was a lie. Mr. Seibel testified
17 that he didn't tell anybody. So when he realizes that summary
18 judgment is on the horizon and he changes course in order to
19 create a conflict, that's not an issue of fact.

20 And so we take a step back from everything we just
21 heard. And we ask ourselves what is it that we don't know;
22 right? The only thing counsel continues to say is we don't
23 know if Caesars acted in good faith in exercising its express
24 contract rights. What does that mean?

25 Under that standard, anyone, anyone could defeat

1 summary judgment by simply saying I don't know if you exercised
2 your right against me in good faith, whatever that faith means.
3 What is good faith to Mr. Seibel? Good faith that we didn't
4 think that he was really unsuitable?

5 Well, I suppose counsel did kind of argue that
6 because he said his client says that we didn't follow our
7 own -- or his expert said we didn't follow our own compliance
8 policies in that gaming, this was -- I'll find the quote here
9 in a second. He said gaming doesn't expect you to kick
10 somebody out of the company without redemption like you do with
11 stockholders.

12 Well, Your Honor, first of all, on the gaming
13 compliance, with all due respect to the expert, he didn't read
14 the entire record. Because what he said was that he didn't
15 follow our policies because the gaming compliance officer found
16 them unsuitable rather than the entire committee, but the
17 committee was presented with the determination and ratified the
18 decision.

19 So while he wants, as hired guns are apt to do, to
20 say that there's something here, that that's not in line with
21 the policies, he's just simply wrong, and it doesn't matter.
22 That's the most important thing. It doesn't matter because as
23 you saw on Exhibit 61, counsel told you flat out that's not
24 what gaming expects. That's not what gaming does. They don't
25 expect you to kick people out of the company.

1 But Nevada Gaming Control Board, at Exhibit 61, says,
2 quote, based upon a review of the information we have
3 presented, I am comfortable that Caesars has appropriately
4 addressed the matter and followed the process we would expect
5 of a Nevada gaming licensee. Their counsel complains I didn't
6 get to depose AG Burnett, and I would ask why not? He was a
7 lawyer at McDonald Carano. Why didn't you? He wasn't
8 prejudiced by anything.

9 So, you know, let's not forget what the record says
10 when we hear over and over, issue of fact, issue of fact. I
11 kept looking and listening. What is the dispute? We know
12 exactly what happened. We have a label that counsel is giving
13 you on good faith, exercise of the right.

14 What evidence did he give you that is analogous to
15 the quintessential lease example? Remember, we talked about
16 that. Remember, percentage of lease. The guy misdirects
17 customers to -- I'll just make this up -- to his other donut
18 shop so that he doesn't have to pay a percentage of rent to
19 this guy. All right. That's the quintessential.

20 What do we have here from counsel on all of those
21 records and all of those things? Money; right? By exercising
22 your contract against me, you have made more money. Well,
23 isn't that what contracts do all the time? I might argue
24 that's what contracts do 100 percent of the time. They empower
25 parties with rights. Some rights are mandatory. Some rights

1 are given and constant and sometimes some rights are
2 discretionary. And on 100 percent of every discretionary right
3 under every contract, somebody gets to make the decision of how
4 do I exercise my discretion? How do I want to exercise my
5 discretion in this contract?

6 It's irrational to say that people exercise their
7 rights against their economic interests. But simply because I
8 exercised the right to, let's say I have an option to purchase
9 a building, property went way up since the time I got the
10 option. I've got to right to buy it. I don't have to. I'm
11 going to exercise it. I'm going to make a lot of money on it.

12 But wait a minute. This is the exact argument that
13 counsel has offered you. You've exercised your right in a
14 manner that made you a lot of money, but had you not exercised
15 that right, I would have made a lot of money, and my answer
16 would be that's exactly right because that's what the contract
17 allowed us to do.

18 Now, did we find anything in the contract that
19 says -- I'm sorry, in the record that says we don't really have
20 good cause? This guy is a Boy Scout. We can't kick Rowen
21 Siegel out. Yeah, but we'll make more money doing it. All
22 right.

23 You find something like that. There's still a
24 problem because it's an express contract, right, but at least
25 we're having a more legitimate debate on what this good-faith

1 concept is to avoid summary judgment.

2 But instead, the totality of what we heard is by
3 exercising the right that Rowen Seibel and his entities agreed
4 to, you made more money than I did. That's not enough. As
5 counsel said over and over, the exact and precise exercise of a
6 contract right isn't enough. That's a two-way street too. He
7 has to show that there was something there that said this
8 undermined the spirit.

9 We have a guy, Your Honor, that committed felonious
10 acts long before we met him, was convicted of a felony after he
11 was already under our tent and kept it all a secret from us.

12 And then on all of this cure that counsel has said it
13 more times than I can count, he was never given an opportunity
14 to cure. That is just not what the record says. He was given.
15 He took an opportunity to cure. And instead of saying, I'm
16 selling to Apollo. I'm selling to Carl Icahn, all of which is
17 totally speculative and not on the record because he didn't try
18 to do that.

19 He tried to continue his fraud by saying I am the
20 smartest guy in the room. You guys are chumps who follow
21 rules. I'm just going to create this multilayered assignment
22 process with accounts and all the money will still come to me.
23 You won't know it, but my wife has signed an agreement that
24 says even though these things are going into the trust, the
25 family trust, they remain my sole and separate property.

1 Counsel actually said to you that there was nothing untoward.
2 There was nothing deceptive in connection with those proposals.
3 That is a shocking thing to say in light of what the evidence
4 says.

5 So again, I step back and say, okay. Here he's
6 saying, did you exercise your rights in good faith, but I don't
7 hear any evidence of what we don't know other than, well,
8 there's a lot of money out there. But that's it. There was a
9 lot of money.

10 I hear him say we could have under some fanciful
11 subjective situation tried to cure a second time by calling
12 Carl Icahns of the world or somebody else, and maybe we could
13 have sold to him. Maybe, and maybe not.

14 What's interesting in this case, Your Honor, did you
15 see anything in this record about the value of Mr. Seibel's
16 interests at the time that the contracts were terminated, if he
17 or the Development Parties, as they call them, running away
18 from Mr. Seibel's (video interference), did you see anything in
19 the record of what that interest was worth? No, because they
20 don't have any evidence of what it could have sold for to an
21 Icahn, to an Apollo.

22 Instead, their entire case has been as if they still
23 own it. Their Boy Scout Mr. Siegel still owns it. That's why
24 we want to continue to get all of these records and see what
25 our share would be, and that's what our check is going to be.

1 That's not the theme that we're hearing from him today.

2 There's a disconnect between what they say they could
3 have done in this hypothetical world and what they really did,
4 and the only thing, as I continued to write notes and search
5 listen is (video interference) what we don't we know? What
6 does the jury have to decide? I didn't come up with a thing.

7 You know, he makes excuses for the business
8 information forms. This is his quote. Expectations evolve.
9 So over the years, despite what we already read of his own
10 words and understanding what those things mean, despite the
11 e-mails actually in the record, where Caesars was asking for
12 updated BIFs, despite the testimony in the record that they
13 were asking, none of which was disputed, that Caesars was
14 asking for the BIFs, counsel comes to you and says expectations
15 evolve.

16 But you know what didn't evolve, Your Honor, the
17 contract. The contract never evolved. The contract always
18 required written disclosures and a 10-day window to update
19 derogatory information. That never evolved.

20 So counsel's attempts to make excuses for the lies
21 and the BIFs, from the very first BIF that had at least five
22 lies in it, and to the failure to disclose, which was equally
23 culpable, but given nothing by way of issue of fact of what
24 don't we know. There's nothing that we don't know.

25 Same thing with this Frederick depo and, you know,

1 that I talked about a moment ago. He's telling you wait a
2 minute, there's an issue of fact here, Your Honor, because he
3 says, Seibel, that he told Jeff Frederick, a vice president.
4 All right. Well, despite the fact that Seibel said, no, that's
5 not true, Seibel himself it was not true. So the only time
6 we're getting issues of fact is when Seibel is lying and
7 telling two different stories.

8 There's nothing we don't know about Seibel's
9 conviction. We know it happened. We know he committed all of
10 the acts. We know that because he said so. We know he went to
11 prison because he said so. And we know unequivocally from his
12 own sworn testimony that, according to earlier he never told.
13 So what don't we know that a jury has to decide? There's
14 nothing there.

15 Same thing on this issue of suitable, not the end all
16 of this case he says. Only because he said did they act in
17 good faith in exercising that right. And like the issue of
18 fact of what don't we know, I listened carefully, pen in hand
19 waiting to say, all right, what is the evidence?

20 Even if we give counsel the benefit of the doubt that
21 he is offering the lowest standard possible under the law to
22 overcome summary judgment, by just simply saying, I want to
23 know what your state of mind was, were you doing this because
24 I'm a felon, or were you doing this because you would make more
25 money?

1 I remember in an argument before Judge Gonzalez when
2 she said, I don't care if you're going to argue that there was
3 pretext. Did you have a contract right, and did you exercise
4 it? If the answer is yes, this case is over unless you can
5 come up with some additional evidence of what was going on
6 behind the scenes that would undermine the contract? Because
7 in essence we're changing the contract.

8 And that's the same thing here. All counsel said was
9 did it get exercised in good faith? And he offered absolutely
10 nothing that a jury is going to decide about. We already know.
11 You already know. Your Honor, it was the fact that they made
12 more money a basis to say that you shouldn't have exercised
13 your contract right?

14 As a matter of law, I would say no, that is
15 insufficient. The law is very clear on good faith and fair
16 dealing. And by the way, I'll repeat, there is no claim for
17 good faith and fair dealing other than GRB. This is just the
18 defense to our declarations that they're seeking, no claim at
19 all on their breaches of contract. But what is the evidence
20 that the jury has to decide? They have offered absolutely
21 nothing other than this common sense issue that money was made.

22 And counsel harped on this issue of money being made
23 a lot because, as I said in my opening, when an owner of a
24 company in the gaming (video interference), dependent upon the
25 contract, gets redeemed, and they get bought out, well, first

1 of all, that's not necessarily true. That completely depends,
2 I should say, on what the charter, i.e., the contract between
3 the company and its shareholders say.

4 So, in essence, what counsel really argued to you is
5 some people have contracts where they get paid out and
6 redeemed. I don't, but I wish I did, and we want you to
7 enforce ours as if we had a different contract.

8 If Mr. Seibel didn't like the idea that he could be
9 kicked out of his company if the truth came to light, he had an
10 opportunity to negotiate (video interference) to say, if that's
11 the case, then here's how we will pay me out of my position,
12 like I know the Wynn Hotel because that's the case that I
13 handle. That's what their charter says and some other
14 companies actually says how you determine, how you calculate.
15 They have the right to negotiate for that.

16 He doesn't have the right to come in today when we're
17 talking about summary judgment and say I wish the contract
18 would have given me (video interference). He didn't like that
19 rate, he didn't have to enter -- if he didn't like the
20 contract, he didn't have to enter into it.

21 And this concept that he was given, and this is a
22 quote, no opportunity to disassociate from the development
23 company is again, this is ignoring the record. He did try to
24 disassociate. He just did it in a fraudulent way. It got
25 rejected, and I guess now, Your Honor, he's saying that Caesars

1 had the obligation to say try again. Try again. Try again.
2 Try again until he gets it right. That's nowhere in the
3 contract.

4 There's some meaning that has to be given to the idea
5 of sole and absolute discretion of the licensee. He came to
6 us. He lied. He was out. He tried a fraud on the family
7 trust. We figured out the truth of what was going on. He was
8 out. He can't now come in and say, hypothetically, over the
9 past five years, what if there was somebody who was interested
10 in this -- interested that I got redeemed from. Maybe I
11 could've sold it? Well, despite that is all speculative, it's
12 nowhere in the contract that he has that right.

13 It's interesting to me that on the one hand counsel
14 will argue to you that Seibel's unsuitability is irrelevant to
15 this case. Yet they don't even want to adopt his name. They
16 don't want his name on his own entities. Who owned these
17 Development Entities, as he characterized them? He did. Who
18 operated them? He did. Who owned them as they were assigned?
19 He did. He said that there were trustees and beneficiaries,
20 but we knew there were additional contracts in the prenup that
21 said these were all Rowen Seibel entities. The fact that
22 counsel runs from his own client tells you everything you need
23 to know about this guy.

24 So, Your Honor, we've gone through a lot. I think
25 the most important thing here is we ask ourselves what don't we

1 know? Has counsel given actual evidence other than Rowen
2 Seibel's inconsistent statements to lead us to believe that we
3 have lots of stuff that we don't know? Even on the GRB issues,
4 is there anything we don't know?

5 Counsel, told us that there's, you know, we
6 mistakenly referred to judicial estoppel and judicial
7 admissions. No, that's not true. They actually both matter
8 here. From judicial admissions, the trustee said that these
9 claims were meritless.

10 From a judicial estoppel, on Exhibit 61, let me just
11 quote GRB, attorneys for nominal plaintiff GRB, LLC, said in
12 their 16.1, quote, GRB asserts no affirmative claims on its own
13 behalf. That's judicial estoppel. When you come in to this
14 Court and say I have no claims, conduct no discovery, don't
15 participate in the case until the summary judgment comes about,
16 yes, it is both judicial estoppel and judicial admission.

17 So, Your Honor, questions of fact counsel says that
18 Seibel participated and operated in good faith. Seriously,
19 after everything we have seen, a jury is going to decide
20 whether Rowen Seibel, of all people, operated in good faith?
21 That's why it was important that I told you how many times he
22 lied. On the one hand, because he can't create an issue of
23 fact with his own lies, and on the other hand, because he has
24 disqualified himself from any defense, affirmative defense of
25 good faith and fair dealing from all of it.

1 There's nothing we don't know. There's nothing we
2 disagree about. Counsel has used labels (video interference)
3 facts without exactly saying what it is we need to discover.
4 He's used labels like did you exercise your contract right in
5 good faith? But he didn't give evidence of anything other than
6 the fact that money was made in these restaurants.

7 Every single thing on the table is there for Your
8 Honor to resolve these cases. Mr. Seibel has made his bed.
9 We're all here because of the way he has conducted himself, and
10 we don't think there's anything for a jury to determine.
11 There's nothing we disagree about. The facts are all on the
12 table. The cards are face up, as we say, and now it's just an
13 application of the contract, and an application of law.
14 There's nothing to decide from a factual basis, and therefore
15 summary judgment is appropriate.

16 THE COURT: All right. Is that it, sir?

17 MR. PISANELLI: Yes, sir.

18 THE COURT: All right. And let me see here.

19 MR. PISANELLI: Your Honor, I am corrected. The
20 gaming letter I said was 61. I think it was referring to
21 the -- yeah, the 16.1 disclosure gaming letter, whether gaming
22 approved Caesars' action was Exhibit 41, just so the record is
23 clear.

24 THE COURT: Okay. And as far as Gordon Ramsay's
25 motion for summary judgment is concerned, there's no way we

1 would finish that today, is there, before 5:00 o'clock.

2 MR. GILMORE: I'll let (video interference) tendered
3 because his (video interference).

4 Go ahead, John.

5 MR. TENNERT: Your Honor, I mean, I would try to be
6 as brief as possible, but I would like to make a record. I
7 recognize the Court -- I'm respectful for the Court's time. So
8 I defer to the Court.

9 THE COURT: Yeah, well, I was just trying to be
10 realistic. I don't want to urge you to take time away that you
11 would normally use to argue your position, and I was looking at
12 it in a very pragmatic perspective because it's 4:25 now. And
13 between the motion and the opposition and reply, I would
14 anticipate realistically it would be about 6:00 o'clock, 6:15,
15 something like that.

16 Would you agree?

17 MR. TENNERT: I would agree, Your Honor.

18 THE COURT: Yeah. All right.

19 (Pause in the proceedings.)

20 THE COURT: And just so you understand we're at in
21 Department 16, we're starting a jury trial in what, two days?

22 THE CLERK: Yes. Yes. Through the end of next week.

23 THE COURT: Through the end of next week.

24 (Pause in the proceedings.)

25 THE COURT: Okay.

1 THE CLERK: Here are those dates. We have the first
2 week in January. We have the afternoon of January 3rd, which
3 is a Monday, and January 4th, which is a Tuesday, 1:30 each
4 of those days.

5 And the next three days are two weeks later. We have
6 January 18th, which is Tuesday at 1:30; January 19th,
7 Wednesday at 1:30; and January 20th, Thursday at 1:30.

8 THE COURT: And let's go over those dates one more
9 time again.

10 THE CLERK: Absolutely.

11 THE COURT: The --

12 THE CLERK: One more time. We have Monday,
13 January 3rd at 1:30; Tuesday, January 4th at 1:30.

14 The next available is two weeks later. We have
15 Tuesday, January 18th, 1:30; Wednesday, January 19th at
16 1:30; and Thursday, January 20th at 1:30.

17 MR. TENNERT: Your Honor, all of those times work for
18 me.

19 THE COURT: All right.

20 MR. GILMORE: Same on our end. This is Josh Gilmore.
21 Same on our end, Your Honor.

22 THE COURT: Okay. Mr. Pisanelli.

23 MR. GILMORE: Jim, you're on mute. We can't hear you
24 right now.

25 MR. PISANELLI: I'm so sorry. Your Honor, can you

1 repeat that date, please. I'm sorry.

2 THE COURT: You need the dates again, sir. That
3 would be January 3rd.

4 MR. PISANELLI: I was looking on the December
5 calendar. And I thought, oh, that doesn't make sense. Sorry
6 about that.

7 January 3rd is fine.

8 THE COURT: 3rd or 4th, either one.

9 MR. PISANELLI: Yeah, both -- actually, the 4th I'm
10 in another summary judgment. So the 3rd would be better for
11 me.

12 THE COURT: Okay. Well, I caution another case that
13 they had to call me today if they wanted to reserve those
14 dates, and I have yet to hear from them.

15 So what we'll do, as far as the Gordon Ramsay motion
16 is concerned, we'll continue that until January 3rd at
17 1:30 p.m.

18 As far as this motion is concerned, I'm going to go
19 back and review it. I've listened to a lot, and I would
20 hopefully issue a decision before that day. All right.

21 And then at that time, if necessary, we'll talk
22 about -- I think we have a status check regarding trial
23 settings also. We'll talk about that too.

24 All right. And I think that covers everything.

25 MR. GILMORE: Understood. Thank you, Your Honor.

1 THE COURT: Okay. And happy holiday to everyone.
2 Oh, wait. Wait. Wait.

3 THE CLERK: Oh, just to be sure, the motions to --
4 the motions to redact --

5 THE COURT: We're going to continue all of those.

6 THE CLERK: Okay.

7 THE COURT: All right. Everyone enjoy your day.

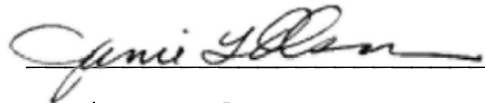
8 (Proceedings concluded at 4:31 p.m.)

9 -oOo-

10 ATTEST: I do hereby certify that I have truly and correctly
11 transcribed the audio/video proceedings in the above-entitled
12 case to the best of my ability.

13

14



15

Janie L. Olsen
Transcriber

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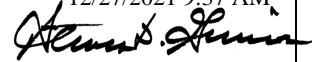
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25

TAB 117


CLERK OF THE COURT

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

ORDR (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

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;
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

**ORDER GRANTING THE DEVELOPMENT
PARTIES' MOTION FOR LEAVE TO FILE A
SUPPLEMENT TO THEIR OPPOSITIONS TO
MOTIONS FOR SUMMARY JUDGMENT**

1 This matter came before this Court on December 6, 2021, at 1:15 p.m., for a hearing on
2 Rowen Seibel; Craig Green; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC;
3 LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC;
4 FERG 16, LLC; R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition
5 LLC; and GR Burgr, LLC's (collectively, the "Development Parties") Motion for Leave to File A
6 Supplement to Their Oppositions to Motions for Summary Judgment (the "Motion").

7 **APPEARANCES**

- 8 • Joshua P. Gilmore and Paul C. Williams of Bailey ♦ Kennedy on behalf of the
9 Development Parties;
- 10 • James J. Pisanelli and M. Magali Mercera of PISANELLI BICE, PLLC on behalf of
11 Desert Palace Inc; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk
12 Regency Corporation d/b/a Caesars Atlantic City (collectively, "Caesars"); and
- 13 • John D. Tennert and Wade Beavers on behalf of Gordon Ramsay ("Ramsay").

14 **ORDER**

15 The Court, having examined the briefs of the parties, including the Motion, the Oppositions
16 filed by Caesars and Ramsay, and the Reply, the records and documents on file, and having heard
17 argument of counsel, and being fully advised of the premises, and good cause appearing,

18 IT IS HEREBY ORDERED that the Motion shall be, and hereby is, GRANTED.

19 ///

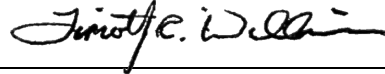
20 ///

21 ///

IT IS FURTHER ORDERED that leave is granted to the Development Parties to file the Omnibus Supplement to their: (1) Opposition to Caesars' Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, a copy of which was attached as Exhibit 1 to the Motion.

IT IS SO ORDERED.

Dated this 27th day of December, 2021



lb

1FB B5A EB93 F9D6
Timothy C. Williams
District Court Judge

Respectfully Submitted By:

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

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

*Attorneys for the Development Entities,
Seibel, and Green*

Approved as to Form and Content:

LEBENSFELD SHARON & SCHWARTZ, P.C.

By: /s/ Alan M. Lebensfeld

ALAN M. LEBENSFELD (*Pro Hac Vice*)
140 Broad Street
Red Bank, New Jersey 07701
Telephone: (732) 530-4600
Facsimile: (732) 530-4601

Attorneys for OHR

Approved as to Form and Content:

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli

JAMES J. PISANELLI (#4027)
DEBRA L. SPINELLI (#9695)
M. MAGALI MERCERA (#11742)
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Caesars

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert

JOHN D. TENNERT (#11728)
WADE BEAVERS (#13451)
7800 Rancharra Parkway
Reno, Nevada 89511
Telephone: (775) 788-2200
Facsimile: (775) 786-1177

Attorneys for Ramsay

Susan Russo

From: Debra Spinelli <dls@pisanellibice.com>
Sent: Thursday, December 23, 2021 9:31 AM
To: Joshua Gilmore; Magali Mercera; James Pisanelli; Emily A. Buchwald; Tennert, John; Beavers, Wade; Alan Lebensfeld
Cc: Paul Williams; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

Josh –
The order looks fine, and you may apply my e-signature.
Thanks,
Debbie

Debra L. Spinelli
Managing Partner
Pisanelli Bice PLLC
tel 240.381.1365 (cell)
tel 702.214.2110 (direct)



Please consider the environment before printing.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, December 21, 2021 3:27 PM
To: Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Seibel adv. Caesars

CAUTION: This message is from an EXTERNAL SENDER.

Good afternoon everyone. Please find attached the draft Order Granting the Development Parties' Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment. Please let us know if you have any changes or if none, whether we may affix your e-signatures. 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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Susan Russo

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, December 23, 2021 9:49 AM
To: Joshua Gilmore; Debra Spinelli; Magali Mercera; James Pisanelli; Emily A. Buchwald; Beavers, Wade; Alan Lebensfeld
Cc: Paul Williams; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

Hi Josh,

Yes, you may apply my e-signature.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Thursday, December 23, 2021 9:47 AM
To: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Thanks Debbie.

John/Alan – Let us know if the Order is acceptable and if we may apply your e-signatures.

Happy holidays to everyone.

Josh

Susan Russo

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Thursday, December 23, 2021 11:24 AM
To: Tennert, John
Cc: Joshua Gilmore; Debra Spinelli; Magali Mercera; James Pisanelli; Emily A. Buchwald; Beavers, Wade; Paul Williams; Susan Russo; Cinda C. Towne
Subject: Re: Seibel adv. Caesars

Same here

Sent From AML iPhone

On Dec 23, 2021, at 12:49 PM, Tennert, John <jtennert@fennemorelaw.com> wrote:

Hi Josh,

Yes, you may apply my e-signature.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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Sent: Thursday, December 23, 2021 9:47 AM
To: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/27/2021

15 Robert Atkinson	robert@nv-lawfirm.com
16 Kevin Sutehall	ksutehall@foxrothschild.com
17 "James J. Pisanelli, Esq." .	lit@pisanellibice.com
18 "John Tennert, Esq." .	jtennert@fclaw.com
19 Brittnie T. Watkins .	btw@pisanellibice.com
20 Dan McNutt .	drm@cmlawnv.com
21 Debra L. Spinelli .	dls@pisanellibice.com
22 Diana Barton .	db@pisanellibice.com
23 Lisa Anne Heller .	lah@cmlawnv.com
24 Matt Wolf .	mcw@cmlawnv.com
25 PB Lit .	lit@pisanellibice.com

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27
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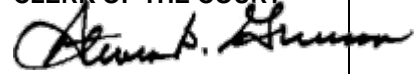
AA06942

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Daniel McNutt	drm@cmlawnv.com
6	Paul Sweeney	PSweeney@certilmanbalin.com
7	Nathan Rugg	nathan.rugg@bfkn.com
8	Steven Chaiken	sbc@ag-ltd.com
9	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
10	Brett Schwartz	brett.schwartz@lsandspc.com
11	Doreen Loffredo	dloffredo@foxrothschild.com
12	Mark Connot	mconnot@foxrothschild.com
13	Joshua Feldman	jfeldman@certilmanbalin.com
14	Nicole Milone	nmilone@certilmanbalin.com
15	Karen Hippner	karen.hippner@lsandspc.com
16	Lawrence Sharon	lawrence.sharon@lsandspc.com
17	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
18	Magali Mercera	mmm@pisanellibice.com
19	Cinda Towne	cct@pisanellibice.com
20	Litigation Paralegal	bknotices@nv-lawfirm.com
21	Shawna Braselton	sbraselton@fennemorelaw.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Trey Pictum	trey@mcnuttlawfirm.com
24		
25		
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Monice Campbell	monice@envision.legal
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 118



NEOJ (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

*Attorneys for 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*

**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

**NOTICE OF ENTRY OF ORDER
GRANTING THE DEVELOPMENT
PARTIES' MOTION FOR LEAVE TO FILE
A SUPPLEMENT TO THEIR OPPOSITIONS
TO MOTIONS FOR SUMMARY JUDGMENT**

1 PLEASE TAKE NOTICE that an Order Granting the Development Parties' Motion for
2 Leave to File a Supplement to Their Oppositions to Motions for Summary Judgment was entered in
3 the above-captioned action on December 27, 2021, a true and correct copy of which is attached
4 hereto.

5 DATED this 27th day of December, 2021.

6 BAILEY ♦ KENNEDY

7 By: /s/ Joshua P. Gilmore

8 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

9 PAUL C. WILLIAMS

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 27th day of December, 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
DEBRA L. SPINELLI
M. MAGALI MERCERA
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLS@pisanellibice.com
MMM@pisanellibice.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
7800 Rancharra Parkway
Reno, NV 89511

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

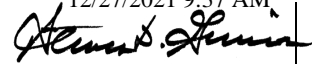
ALAN LEBENSFELD
BRETT SCHWARTZ
LEBENSFELD SHARON & SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

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

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

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

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY


CLERK OF THE COURT

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

ORDR (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

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;
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
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DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
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AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**ORDER GRANTING THE DEVELOPMENT
PARTIES' MOTION FOR LEAVE TO FILE A
SUPPLEMENT TO THEIR OPPOSITIONS TO
MOTIONS FOR SUMMARY JUDGMENT**

1 This matter came before this Court on December 6, 2021, at 1:15 p.m., for a hearing on
2 Rowen Seibel; Craig Green; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC;
3 LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC;
4 FERG 16, LLC; R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition
5 LLC; and GR Burgr, LLC's (collectively, the "Development Parties") Motion for Leave to File A
6 Supplement to Their Oppositions to Motions for Summary Judgment (the "Motion").

7 **APPEARANCES**

- 8 • Joshua P. Gilmore and Paul C. Williams of Bailey ♦ Kennedy on behalf of the
9 Development Parties;
- 10 • James J. Pisanelli and M. Magali Mercera of PISANELLI BICE, PLLC on behalf of
11 Desert Palace Inc; Paris Las Vegas Operating Company, LLC; PHWLTV, LLC; and Boardwalk
12 Regency Corporation d/b/a Caesars Atlantic City (collectively, "Caesars"); and
- 13 • John D. Tennert and Wade Beavers on behalf of Gordon Ramsay ("Ramsay").

14 **ORDER**

15 The Court, having examined the briefs of the parties, including the Motion, the Oppositions
16 filed by Caesars and Ramsay, and the Reply, the records and documents on file, and having heard
17 argument of counsel, and being fully advised of the premises, and good cause appearing,

18 IT IS HEREBY ORDERED that the Motion shall be, and hereby is, GRANTED.

19 ///

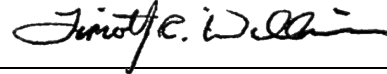
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21 ///

IT IS FURTHER ORDERED that leave is granted to the Development Parties to file the Omnibus Supplement to their: (1) Opposition to Caesars' Motion for Summary Judgment No. 1; (2) Opposition to Caesars' Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay's Motion for Summary Judgment, a copy of which was attached as Exhibit 1 to the Motion.

IT IS SO ORDERED.

Dated this 27th day of December, 2021



lb

1FB B5A EB93 F9D6
Timothy C. Williams
District Court Judge

Respectfully Submitted By:

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

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

*Attorneys for the Development Entities,
Seibel, and Green*

Approved as to Form and Content:

LEBENSFELD SHARON & SCHWARTZ, P.C.

By: /s/ Alan M. Lebensfeld

ALAN M. LEBENSFELD (*Pro Hac Vice*)
140 Broad Street
Red Bank, New Jersey 07701
Telephone: (732) 530-4600
Facsimile: (732) 530-4601

Attorneys for OHR

Approved as to Form and Content:

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli

JAMES J. PISANELLI (#4027)
DEBRA L. SPINELLI (#9695)
M. MAGALI MERCERA (#11742)
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Caesars

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert

JOHN D. TENNERT (#11728)
WADE BEAVERS (#13451)
7800 Rancharra Parkway
Reno, Nevada 89511
Telephone: (775) 788-2200
Facsimile: (775) 786-1177

Attorneys for Ramsay

Susan Russo

From: Debra Spinelli <dls@pisanellibice.com>
Sent: Thursday, December 23, 2021 9:31 AM
To: Joshua Gilmore; Magali Mercera; James Pisanelli; Emily A. Buchwald; Tennert, John; Beavers, Wade; Alan Lebensfeld
Cc: Paul Williams; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

Josh –
The order looks fine, and you may apply my e-signature.
Thanks,
Debbie

Debra L. Spinelli
Managing Partner
Pisanelli Bice PLLC
tel 240.381.1365 (cell)
tel 702.214.2110 (direct)



Please consider the environment before printing.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Tuesday, December 21, 2021 3:27 PM
To: Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Seibel adv. Caesars

CAUTION: This message is from an EXTERNAL SENDER.

Good afternoon everyone. Please find attached the draft Order Granting the Development Parties' Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment. Please let us know if you have any changes or if none, whether we may affix your e-signatures. 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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Susan Russo

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, December 23, 2021 9:49 AM
To: Joshua Gilmore; Debra Spinelli; Magali Mercera; James Pisanelli; Emily A. Buchwald; Beavers, Wade; Alan Lebensfeld
Cc: Paul Williams; Susan Russo; Cinda C. Towne
Subject: RE: Seibel adv. Caesars

Hi Josh,

Yes, you may apply my e-signature.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Thursday, December 23, 2021 9:47 AM
To: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Cc: Paul Williams <PWilliams@baileykennedy.com>; Susan Russo <SRusso@baileykennedy.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: RE: Seibel adv. Caesars

Thanks Debbie.

John/Alan – Let us know if the Order is acceptable and if we may apply your e-signatures.

Happy holidays to everyone.

Josh

Susan Russo

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Thursday, December 23, 2021 11:24 AM
To: Tennert, John
Cc: Joshua Gilmore; Debra Spinelli; Magali Mercera; James Pisanelli; Emily A. Buchwald; Beavers, Wade; Paul Williams; Susan Russo; Cinda C. Towne
Subject: Re: Seibel adv. Caesars

Same here

Sent From AML iPhone

On Dec 23, 2021, at 12:49 PM, Tennert, John <jtennert@fennemorelaw.com> wrote:

Hi Josh,

Yes, you may apply my e-signature.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Thursday, December 23, 2021 9:47 AM
To: Debra Spinelli <dls@pisanellibice.com>; Magali Mercera <mmm@pisanellibice.com>; James Pisanelli <jjp@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Tennert, John

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/27/2021

15 Robert Atkinson	robert@nv-lawfirm.com
16 Kevin Sutehall	ksutehall@foxrothschild.com
17 "James J. Pisanelli, Esq." .	lit@pisanellibice.com
18 "John Tennert, Esq." .	jtennert@fclaw.com
19 Brittnie T. Watkins .	btw@pisanellibice.com
20 Dan McNutt .	drm@cmlawnv.com
21 Debra L. Spinelli .	dls@pisanellibice.com
22 Diana Barton .	db@pisanellibice.com
23 Lisa Anne Heller .	lah@cmlawnv.com
24 Matt Wolf .	mcw@cmlawnv.com
25 PB Lit .	lit@pisanellibice.com

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27
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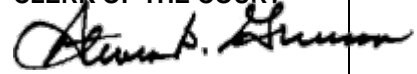
AA06954

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Daniel McNutt	drm@cmlawnv.com
6	Paul Sweeney	PSweeney@certilmanbalin.com
7	Nathan Rugg	nathan.rugg@bfkn.com
8	Steven Chaiken	sbc@ag-ltd.com
9	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
10	Brett Schwartz	brett.schwartz@lsandspc.com
11	Doreen Loffredo	dloffredo@foxrothschild.com
12	Mark Connot	mconnot@foxrothschild.com
13	Joshua Feldman	jfeldman@certilmanbalin.com
14	Nicole Milone	nmilone@certilmanbalin.com
15	Karen Hippner	karen.hippner@lsandspc.com
16	Lawrence Sharon	lawrence.sharon@lsandspc.com
17	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
18	Magali Mercera	mmm@pisanellibice.com
19	Cinda Towne	cct@pisanellibice.com
20	Litigation Paralegal	bknotices@nv-lawfirm.com
21	Shawna Braselton	sbraselton@fennemorelaw.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Trey Pictum	trey@mcnuttlawfirm.com
24		
25		
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15
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28

Monice Campbell	monice@envision.legal
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 119



STO (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

*Attorneys for 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*

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

**THE DEVELOPMENT PARTIES' OMNIBUS
SUPPLEMENT TO THEIR OPPOSITIONS
TO MOTIONS FOR SUMMARY JUDGMENT
FILED BY CAESARS AND RAMSAY**

Date/Time of Hearing: December 6, 2021,
1:00 p.m.

Date/Time of Hearing: January 20, 2022,
1:30 p.m.

The Development Parties¹ hereby supplement (the “Supplement”) their: (1) Opposition to Caesars’² Motion for Summary Judgment No. 1; (2) Opposition to Caesars’ Motion for Summary Judgment No. 2; and (3) Opposition to Gordon Ramsay’s Motion for Summary Judgment, all filed on March 30, 2021 (collectively, the “Oppositions”).

MEMORANDUM OF POINTS AND AUTHORITIES

Caesars has consistently represented to this Court—including in its pending motions for summary judgment—that it terminated the Development Agreements because Seibel’s felony conviction rendered him “unsuitable,” *per se*, under gaming laws and regulations (notwithstanding good faith attempts by Seibel to dissociate from the Development Entities). A recent development demonstrates that Caesars’ prior representations were false; Caesars may contract with convicted felons to be involved in non-gaming ventures (like restaurants). Specifically, the Development Parties recently discovered that Caesars has contracted with Martha Stewart—a *well-known convicted felon*—to be the face of a restaurant at Paris Las Vegas Hotel and Casino.

Initially, Caesars has repeatedly represented to this Court that its termination was necessary given Seibel’s status as a convicted felon; for example, Caesars has represented:

Caesars is aware that Rowen Seibel, who is a MOTI Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, Caesars has determined that the nature of Rowen Seibel’s actions and his relationship to MOTI are not capable of being cured. Accordingly, Caesars is exercising its rights under Section 9.2 of the Agreement and is terminating the Agreement effective immediately.

(Compl., filed Aug. 25, 2017, ¶ 110.)

¹ “Development Parties” refers to Rowen Seibel, Craig Green, and the “Development Entities,” *i.e.*, Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”); and GR Burger, LLC (“GRB”).

² “Caesars” refers to PHWL, 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”).

Unbeknownst to Caesars, when the parties entered into each of these agreements, Mr. Seibel was engaged in criminal conduct that rendered him "unsuitable" under the terms of each agreement.

(Opp. to Mot. to Dismiss, filed Mar. 12, 2017, at 2:21-22.)

At the heart of this dispute is the issue of Seibel's unsuitability to do business with Caesars, a gaming licensee, as a result of his felony conviction. As if his felony convictions were

(Mot. for Leave to File First Am. Compl., filed Dec. 12, 2019, at 7:3-4.)

At the heart of this dispute is Seibel's unsuitability to do business with Caesars, a gaming licensee, as a result of his status as a convicted felon. His primary defense to Caesars' allegations

(Mot. to Compel, filed June 9, 2020, at 4:3-4.)

16") on all of their counterclaims. Summary judgment is appropriate because Rowen Seibel's ("Seibel") felony conviction rendered him an Unsuitable Person to do business with a gaming licensee, which triggered Caesars' termination of the Seibel Agreements as allowed expressly thereunder and in compliance with applicable gaming regulations. Further, Seibel's unsuitability renders future contractual obligations void as Caesars cannot do business with a convicted felon as expressly set forth in the Seibel Agreements and as provided by law. This Motion is made and

terminated the Seibel Agreements. Seibel cannot dispute that he is a convicted felon. Seibel cannot dispute that his felony conviction squarely places him within the definition of an Unsuitable Person. Indeed, based on his felony conviction, [REDACTED]

(MSJ No. 1, filed Feb. 25, 2021, at 2:16-11, 18:26-28.)

Ramsay has echoed such representations; for example:

prison sentence. Upon discovering Seibel's conviction, PH exercised its bargained for discretion and deemed Seibel, and by extension GRB, "Unsuitable Persons" under the parties' Development, Operation and License Agreement (the "Development Agreement"). When Seibel refused to

(Joinder to PHWLTV's Mot. to Dismiss, filed Apr. 7, 2017, at 2:25-27.)

prison sentence. Upon discovering Seibel’s conviction, PH exercised its bargained for discretion and deemed Seibel, and by extension GRB, “Unsuitable Persons” under the parties’ Development, Operation and License Agreement (the “Development Agreement”). When Seibel refused to

(Ramsay MSJ, filed Feb. 26, 2021, at 1:6-8.)

Despite these and other similar representations, on October 1, 2021, Caesars filed a work permit with Clark County, Nevada, to conduct remodel work at the Paris hotel in Las Vegas “*per design of new Martha Stewart Restaurant.*” (See Ex. 1-A, Work Permit (emphasis added).) Various media outlets reported that Caesars was under contract to open a new restaurant capitalizing on the Martha Stewart name and likeness. (See, e.g., Ex. 1-B, Article.)

Unlike Seibel, who is not a public figure and for whom very few people (if any) know of his criminal plea, Martha Stewart is a public figure and is widely known for being a *convicted felon*. Specifically, in March 2004, Martha Stewart was convicted—by a jury of her peers³—of (i) conspiracy, (ii) obstruction of justice, and (iii) lying to federal investigators (*i.e.*, lying to the Securities and Exchange Commission, the FBI, and federal prosecutors). See, e.g., C. Kevin Marshall, *Why Can’t Martha Stewart Have A Gun?*, 32 HARV. J.L. & PUB. POL’Y 695, at 695 (2009). She served five (5) months in prison, five (5) months under house arrest, and two (2) years on probation. See *id.*

The fact that Martha Stewart is going to be the marquee name at a prominent restaurant inside a Caesars’ property (as opposed to a *former* indirect passive investor, like Seibel, whose name is unknown to customers) demonstrates that Caesars’ prior representations to this Court—that it terminated the Development Agreements based on Seibel’s felony conviction rendering him unsuitable, *per se*—were false. By entering into an agreement with Martha Stewart, Caesars has unequivocally declared that it can directly contract with a convicted felon to develop a restaurant (a non-gaming venture) inside one of its properties. Caesars’ decision to contract with Martha Stewart demonstrates that it terminated the Development Agreements to receive a financial windfall at the expense of the Development Entities, not due to a desire to distance itself from Seibel (who was no

³ Unlike Martha Stewart, Seibel acknowledged his actions, voluntarily entered into a plea agreement with the federal government, and pled guilty.

1 longer affiliated with the Development Entities due to the assignment of his interests to an
2 irrevocable family trust) in order to avoid jeopardizing its gaming licenses. Caesars weaponized the
3 gaming laws and regulations to its own financial benefit.

4 As detailed in the Development Parties' Oppositions to the pending motions for summary
5 judgment, there are numerous genuine issues of material fact that preclude entry of summary
6 judgment, including, but not limited to, whether Caesars' decision to terminate the Development
7 Agreements based on Seibel's felony conviction rendering him unsuitable, *per se*, was made in
8 good faith. Caesars' decision to contract with Martha Stewart—a well-known convicted felon—to
9 be the face of a restaurant at the Paris Las Vegas Hotel and Casino undeniably contradicts its prior
10 representations that Seibel's conviction served as the basis for its termination. Minimally, such
11 newly-discovered evidence demonstrates that there is a genuine issue of material fact concerning
12 the credibility of Caesars' decision to terminate the Development Agreements—an issue that must
13 be decided by the jury. *See, e.g., Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986).

14 Accordingly, for the reasons set forth above and in the Development Parties' Oppositions,
15 this Court should deny the Motions for Summary Judgment in their entirety.

16 DATED this 30th day of December, 2021.

17 BAILEY❖KENNEDY

18 By: /s/ John R. Bailey

19 JOHN R. BAILEY
20 DENNIS L. KENNEDY
JOSHUA P. GILMORE
PAUL C. WILLIAMS

21 *Attorneys for Rowen Seibel; Moti Partners, LLC; Moti*
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 December, 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
DEBRA L. SPINELLI
M. MAGALI MERCERA
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLS@pisanellibice.com
MMM@pisanellibice.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511

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

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

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

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

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

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 1-A

EXHIBIT 1-A



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AA06964

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Permit/Approved Listing BD21-49176:

Commercial Building Remodel/Repair

Permit/Complaint Status: Closed - Void

Record Info ▼

Work Location

3655 S LAS VEGAS BLVD

Details

Project Description:

AP PARIS HOTEL & CASINO
SELECTIVELY DEMO EXISTING VENUE PER DESIGN OF
NEW MARTHA STEWART RESTAURANT

Owner:

PARIS L V OPERATING CO L L C
1 CAESARS PALACE DR
LAS VEGAS NV 89109
United States

▼ More Details

▣ Contract Valuation

Job Value(\$):
\$100,000.00

▣ Application Information

ELECTRONIC PLANS

I will be submitting the plans electronically: Yes

COMMERCIAL INTAKE

Application Type: Casino

Type of Work: Remodel

Tenant Name: MARTHA STEWART RESTAURANT

CODE ANALYSIS

Code Year: 2018

PLAN ROOM ACKNOWLEDGEMENT

I acknowledge that I will upload plans, supporting documentation, and attachments: Yes

▣ Parcel Information

Parcel Number:

AA06965

EXHIBIT 1-B

EXHIBIT 1-B

A Martha Stewart Restaurant Is Coming to Las Vegas

A construction permit reportedly confirms that the rumored restaurant really is arriving at Paris Las Vegas.

By **Mike Pomranz**

October 04, 2021

Martha Stewart is coming to Vegas! And as much as we'd love for it to be a musical residency with Martha singing covers, [sharing stories](#), and inviting Snoop Dogg for the occasional rap verse, instead, we'll be getting a Martha Stewart restaurant at the Paris Las Vegas hotel and casino. Hey, [Snoop can still stop by](#) there, too!

The previously-rumored restaurant was [confirmed by Eater Las Vegas](#), citing paperwork for a construction permit that names the forthcoming venue as simply the "Martha Stewart Restaurant." The hotel will apparently "selectively" demolish part of the existing building to make room for the new space which follows the recent closure of Steve Martorano's South Philadelphia-inspired eatery Martorano's.

Stewart will have plenty of celebrity company at Paris Las Vegas. The Caesars Entertainment-owned casino which first opened back in 1999 currently has two name-dropping dining options: Brioche by Guy Savoy and [Gordon Ramsay Steak](#). Then, this winter, [Lisa Vanderpump](#) is reportedly slated to open her new cocktail bar with bites, Vanderpump à Paris.

Compared to those celebs, Stewart is a relative newbie to the restaurateur game. Eater explains that the mogul's previous attempt at a branded eatery was the Martha Stewart Café in New York – housed in the same building as her media empire – that closed in 2019.

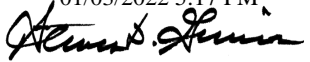
But if anyone can bounce back with a successful restaurant, it's Martha, who's proven a willingness to dabble in nearly everything: from [frozen food](#) to [wine](#), from cookbooks to [cannabis](#) – and not to mention [television, television, television!](#)

Despite the exposed paperwork, Eater says that Caesars Entertainment has previously

AA06968

passed on confirming whether the restaurant is in the works. As such, we'll have to wait for an official announcement before finding out further details like an opening date or what kind of cuisine the restaurant plans to serve. However, last month at the *Food & Wine* Classic in Aspen, Stewart did share her tips with us on how to bake the perfect pie, so there's some fresh Martha intel to tide you over in the meantime.

TAB 120


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**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, 92, 99-100, AND 109-112 TO THE
APPENDIX OF EXHIBITS IN SUPPORT
OF CAESARS' REPLIES IN SUPPORT
OF ITS MOTIONS FOR SUMMARY
JUDGMENT**

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las
Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic
City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,")
*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, 92, 99-100, and 109-112 Appendix*

1 *of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment* (the
2 "Motion to Seal"), filed on November 30, 2021, originally scheduled to come before this Court for
3 hearing on January 12, 2022, came before this Court for hearing on December 22, 2021, in
4 chambers. This Court issued a Minute Order, dated December 22, 2021, addressing the Motion to
5 Seal. Upon review of the papers and pleadings on file in this matter, as proper service of the Motion
6 to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to
7 EDCR 2.20(e), the Motion to Seal is deemed unopposed.

8 The Court finds that portions of the Replies in Support of Caesars' Motion for Summary
9 Judgment No. 1 and Motion for Summary Judgment No. 2, and Exhibits 82, 84-87, 90, 92, 99-100,
10 and 109-112 to the Appendix of Exhibits in Support of Caesars' Replies in Support of Its Motions
11 for Summary Judgment contain commercially sensitive information creating a compelling interest
12 in protecting the information from widespread dissemination to the public which outweighs the
13 public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's
14 Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing
15 therefor:

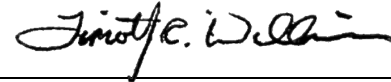
16 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal
17 shall be, and hereby is, GRANTED as follows: Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to
18 the Appendix of Exhibits in Support of Caesars' Replies In Support of Its Motions for Summary
19 Judgment are SEALED given the sensitive private, confidential and/or commercial information
20 contained in the documents, and the identified portions of the redacted versions of Replies in
21 Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No.
22 2, are APPROVED.

23 ///

THE COURT HEREBY FURTHER ORDERS, ADJUDGES, AND DECREES that the hearing on the Motion to Seal originally set for January 12, 2022 was and is vacated, pursuant to EDCR 2.23.

IT IS SO ORDERED.

Dated this 3rd day of January, 2022



MH

0DA 6CA D1E2 C52B
Timothy C. Williams
District Court Judge

Respectfully submitted by:

DATED January 3, 2022.

PISANELLI BICE PLLC

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

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

Approved as to form and content by:

DATED January 3, 2022.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore
John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

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Approved as to form and content by:

DATED January 3, 2022.

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 3, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharrah Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Monday, January 3, 2022 9:00 AM
To: Debra Spinelli; Paul Williams; Alan Lebensfeld; Tennert, John; Susan Russo; Sharon Murnane; Beavers, Wade
Cc: Emily A. Buchwald; Cinda C. Towne
Subject: RE: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.
Good morning Debbie. Same to you.

Please remove Stephanie Glantz from our signature block. With that, you may affix my e-signature.

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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From: Debra Spinelli <dls@pisanellibice.com>
Sent: Monday, January 3, 2022 8:31 AM
To: Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@Isandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Joshua Gilmore <JGilmore@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: DP/Seibel - proposed order on MTSR

Counsel –

I hope everyone enjoyed a nice holiday and some respite. Here's to 2022!

Pursuant to the court's 12/22 minute order, attached is a proposed draft order on Caesars' motion to seal and redact replies in support of its motions for summary judgment 1 and 2, and certain exhibits in the appendix thereto. Please let us know if you have any edits or if we can affix your signature to submit.

Thanks,
Debbie

Debra L. Spinelli
Managing Partner
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, January 3, 2022 9:25 AM
To: Joshua Gilmore
Cc: Debra Spinelli; Paul Williams; Tennert, John; Susan Russo; Sharon Murnane; Beavers, Wade; Emily A. Buchwald; Cinda C. Towne
Subject: Re: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.

Hello Debbie. The lawyer in the shadows says you may affix my signature.

Thanks and regards.

Alan

Sent From AML iPhone

On Jan 3, 2022, at 12:00 PM, Joshua Gilmore <JGilmore@baileykennedy.com> wrote:

Good morning Debbie. Same to you.

Please remove Stephanie Glantz from our signature block. With that, you may affix my e-signature.

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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Cc: Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: DP/Seibel - proposed order on MTSR

Counsel –

I hope everyone enjoyed a nice holiday and some respite. Here's to 2022!

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Monday, January 3, 2022 10:15 AM
To: Alan Lebensfeld; Joshua Gilmore
Cc: Debra Spinelli; Paul Williams; Susan Russo; Sharon Murnane; Beavers, Wade; Emily A. Buchwald; Cinda C. Towne
Subject: RE: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.

Good morning Debbie,

You may affix my e-signature.

Thanks,
John

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, January 3, 2022 9:25 AM
To: Joshua Gilmore <JGilmore@baileykennedy.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Re: DP/Seibel - proposed order on MTSR

Hello Debbie. The lawyer in the shadows says you may affix my signature.

Thanks and regards.

Alan

Sent From AML iPhone

On Jan 3, 2022, at 12:00 PM, Joshua Gilmore <JGilmore@baileykennedy.com> wrote:

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

jtennert@fennemorelaw.com | [View Bio](#)



1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/3/2022

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

lit@pisanellibice.com

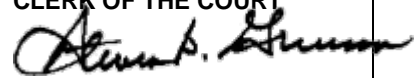
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1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Nathan Rugg	nathan.rugg@bfkn.com
11	Steven Chaiken	sbc@ag-ltd.com
12	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
13	Brett Schwartz	brett.schwartz@lsandspc.com
14	Doreen Loffredo	dloffredo@foxrothschild.com
15	Mark Connot	mconnot@foxrothschild.com
16	Joshua Feldman	jfeldman@certilmanbalin.com
17	Nicole Milone	nmilone@certilmanbalin.com
18	Karen Hippner	karen.hippner@lsandspc.com
19	Lawrence Sharon	lawrence.sharon@lsandspc.com
20	Emily Buchwald	eab@pisanellibice.com
21	Cinda Towne	Cinda@pisanellibice.com
22	Litigation Paralegal	bknotices@nv-lawfirm.com
23	Shawna Braselton	sbraselton@fennemorelaw.com
24		
25		
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Christine Gioe	christine.gioe@lsandspc.com
Trey Pictum	trey@mcnuttlawfirm.com
Monice Campbell	monice@envision.legal
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 121



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**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, 92, 99-100, AND
109-112 TO THE APPENDIX OF
EXHIBITS IN SUPPORT OF CAESARS'
REPLIES IN SUPPORT OF ITS
MOTIONS FOR SUMMARY JUDGMENT**

///

1 PLEASE TAKE NOTICE that an Order Granting Motion to Redact Replies in Support of
2 Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to
3 Seal Exhibits 82, 84-87, 90, 92, 99-100, and 109-112 to the Appendix of Exhibits in Support of
4 Caesars' Replies in Support of Its Motions for Summary Judgment was entered in the above-
5 captioned matter on January 3, 2022, a true and correct copy of which is attached hereto.

6 DATED this 4th day of January 2022.

7 PISANELLI BICE PLLC

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

12 *Attorneys for Desert Palace, Inc.;*
13 *Paris Las Vegas Operating Company, LLC;*
14 *PHWLV, LLC; and Boardwalk Regency*
15 *Corporation d/b/a Caesars Atlantic City*
16
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 4th day of January 2022, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO 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, 92, 99-100, AND 109-112 TO THE APPENDIX OF EXHIBITS IN SUPPORT OF CAESARS' REPLIES IN SUPPORT OF ITS MOTIONS FOR SUMMARY JUDGMENT**

to the following:

John R. Bailey, Esq.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
JBailey@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com

*Attorneys for Rowen Seibel, Craig Green
Moti Partners, LLC, Moti Partner 16, LLC,
LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC, and Nominal Plaintiff
GR Burgr LLC*

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
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jtennert@fclaw.com
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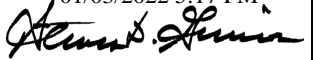
Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

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

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

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**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, 92, 99-100, AND 109-112 TO THE
APPENDIX OF EXHIBITS IN SUPPORT
OF CAESARS' REPLIES IN SUPPORT
OF ITS MOTIONS FOR SUMMARY
JUDGMENT**

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las
Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic
City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,")
*Motion to Redact Replies in Support of Caesars' Motion for Summary Judgment No. 1 and Motion
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1 *of Exhibits in Support of Caesars' Replies in Support of Its Motions for Summary Judgment* (the
2 "Motion to Seal"), filed on November 30, 2021, originally scheduled to come before this Court for
3 hearing on January 12, 2022, came before this Court for hearing on December 22, 2021, in
4 chambers. This Court issued a Minute Order, dated December 22, 2021, addressing the Motion to
5 Seal. Upon review of the papers and pleadings on file in this matter, as proper service of the Motion
6 to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to
7 EDCR 2.20(e), the Motion to Seal is deemed unopposed.

8 The Court finds that portions of the Replies in Support of Caesars' Motion for Summary
9 Judgment No. 1 and Motion for Summary Judgment No. 2, and Exhibits 82, 84-87, 90, 92, 99-100,
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11 for Summary Judgment contain commercially sensitive information creating a compelling interest
12 in protecting the information from widespread dissemination to the public which outweighs the
13 public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's
14 Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing
15 therefor:

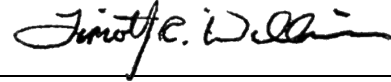
16 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal
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19 Judgment are SEALED given the sensitive private, confidential and/or commercial information
20 contained in the documents, and the identified portions of the redacted versions of Replies in
21 Support of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No.
22 2, are APPROVED.

23 ///

1 THE COURT HEREBY FURTHER ORDERS, ADJUDGES, AND DECREES that the
2 hearing on the Motion to Seal originally set for January 12, 2022 was and is vacated, pursuant to
3 EDCR 2.23.

4 IT IS SO ORDERED.

5 Dated this 3rd day of January, 2022

6 

MH

7 ODA 6CA D1E2 C52B
8 Timothy C. Williams
9 District Court Judge

10
11 Respectfully submitted by:

Approved as to form and content by:

12 DATED January 3, 2022.

DATED January 3, 2022.

13 PISANELLI BICE PLLC

BAILEY ♦ KENNEDY

14
15 By: /s/ Debra L. Spinelli
16 James J. Pisanelli, Esq., Bar No. 4027
17 Debra L. Spinelli, Esq., Bar No. 9695
18 M. Magali Mercera, Esq., Bar No. 11742
19 400 South 7th Street, Suite 300
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By: /s/ Joshua P. Gilmore
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8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

Attorneys for Rowen Seibel, Craig Green
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LLTQ Enterprises, LLC,
LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC,
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LLC, Derivatively on Behalf of DNT
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Approved as to form and content by:

DATED January 3, 2022.

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 3, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert
John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Monday, January 3, 2022 9:00 AM
To: Debra Spinelli; Paul Williams; Alan Lebensfeld; Tennert, John; Susan Russo; Sharon Murnane; Beavers, Wade
Cc: Emily A. Buchwald; Cinda C. Towne
Subject: RE: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.
Good morning Debbie. Same to you.

Please remove Stephanie Glantz from our signature block. With that, you may affix my e-signature.

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

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From: Debra Spinelli <dls@pisanellibice.com>
Sent: Monday, January 3, 2022 8:31 AM
To: Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Joshua Gilmore <JGilmore@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: DP/Seibel - proposed order on MTSR

Counsel –

I hope everyone enjoyed a nice holiday and some respite. Here's to 2022!

Pursuant to the court's 12/22 minute order, attached is a proposed draft order on Caesars' motion to seal and redact replies in support of its motions for summary judgment 1 and 2, and certain exhibits in the appendix thereto. Please let us know if you have any edits or if we can affix your signature to submit.

Thanks,
Debbie

Debra L. Spinelli
Managing Partner
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, January 3, 2022 9:25 AM
To: Joshua Gilmore
Cc: Debra Spinelli; Paul Williams; Tennert, John; Susan Russo; Sharon Murnane; Beavers, Wade; Emily A. Buchwald; Cinda C. Towne
Subject: Re: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.

Hello Debbie. The lawyer in the shadows says you may affix my signature.

Thanks and regards.

Alan

Sent From AML iPhone

On Jan 3, 2022, at 12:00 PM, Joshua Gilmore <JGilmore@baileykennedy.com> wrote:

Good morning Debbie. Same to you.

Please remove Stephanie Glantz from our signature block. With that, you may affix my e-signature.

Thanks. Josh

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

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To: Paul Williams <PWilliams@baileykennedy.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Joshua Gilmore <JGilmore@baileykennedy.com>
Cc: Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: DP/Seibel - proposed order on MTSR

Counsel –

I hope everyone enjoyed a nice holiday and some respite. Here's to 2022!

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Monday, January 3, 2022 10:15 AM
To: Alan Lebensfeld; Joshua Gilmore
Cc: Debra Spinelli; Paul Williams; Susan Russo; Sharon Murnane; Beavers, Wade; Emily A. Buchwald; Cinda C. Towne
Subject: RE: DP/Seibel - proposed order on MTSR

CAUTION: This message is from an EXTERNAL SENDER.

Good morning Debbie,

You may affix my e-signature.

Thanks,
John

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Monday, January 3, 2022 9:25 AM
To: Joshua Gilmore <JGilmore@baileykennedy.com>
Cc: Debra Spinelli <dls@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Susan Russo <SRusso@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>
Subject: Re: DP/Seibel - proposed order on MTSR

Hello Debbie. The lawyer in the shadows says you may affix my signature.

Thanks and regards.

Alan

Sent From AML iPhone

On Jan 3, 2022, at 12:00 PM, Joshua Gilmore <JGilmore@baileykennedy.com> wrote:

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

jtennert@fennemorelaw.com | [View Bio](#)



1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/3/2022

15 Robert Atkinson robert@nv-lawfirm.com

16 Kevin Sutehall ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." . lit@pisanellibice.com

18 "John Tennert, Esq." . jtennert@fclaw.com

19 Brittnie T. Watkins . btw@pisanellibice.com

20 Dan McNutt . drm@cmlawnv.com

21 Debra L. Spinelli . dls@pisanellibice.com

22 Diana Barton . db@pisanellibice.com

23 Lisa Anne Heller . lah@cmlawnv.com

24 Matt Wolf . mcw@cmlawnv.com

25 PB Lit . lit@pisanellibice.com

26
27
28
AA06990

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Nathan Rugg	nathan.rugg@bfkn.com
11	Steven Chaiken	sbc@ag-ltd.com
12	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
13	Brett Schwartz	brett.schwartz@lsandspc.com
14	Doreen Loffredo	dloffredo@foxrothschild.com
15	Mark Connot	mconnot@foxrothschild.com
16	Joshua Feldman	jfeldman@certilmanbalin.com
17	Nicole Milone	nmilone@certilmanbalin.com
18	Karen Hippner	karen.hippner@lsandspc.com
19	Lawrence Sharon	lawrence.sharon@lsandspc.com
20	Emily Buchwald	eab@pisanellibice.com
21	Cinda Towne	Cinda@pisanellibice.com
22	Litigation Paralegal	bknotices@nv-lawfirm.com
23	Shawna Braselton	sbraselton@fennemorelaw.com
24		
25		
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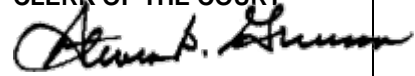
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28

Christine Gioe	christine.gioe@lsandspc.com
Trey Pictum	trey@mcnuttlawfirm.com
Monice Campbell	monice@envision.legal
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 122

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

TAB 123



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Jeffrey J. Zeiger, P.C., Esq. (admitted *pro hac vice*)
JZeiger@kirkland.com
William E. Arnault, IV, Esq. (admitted *pro hac vice*)
WArnault@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: 312.862.2000

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**OBJECTIONS TO EXHIBITS OFFERED
IN SUPPORT OF PLAINTIFFS'
OMNIBUS SUPPLEMENT TO THEIR
OPPOSITIONS TO MOTIONS FOR
SUMMARY JUDGMENT**

Defendant PHWLTV, LLC ("Planet Hollywood" or "Caesars"), hereby objects to the exhibits offered in support of Rowen Siebel's ("Plaintiff") Omnibus Supplement to the Oppositions to Motions for Summary Judgment Filed by Caesars and Ramsay ("Plaintiffs' Omnibus Supplement"). The individual exhibits are taken in turn.

1. Caesars objects to **Exhibit 1-A** of Plaintiff's Omnibus Supplement, purporting to be a print-out of a permit from Clark County, on the following grounds: relevance (NRS 48.025(2)); authentication (NRS 52.015, *see also Tahoe eCommerce, LLC v. Rana*, 3:11-CV-00725-RCJ, 2014 WL 60360, at *5 n.3 (D. Nev. Jan. 6, 2014) (explaining that it would not consider a "claim" with "an unauthenticated screenshot" from a "website"); hearsay (NRS 51.035; *see also Woods v. State*, 101 Nev. 128, 136, 696 P.2d 464, 470 (1985); probative value substantially outweighed by the danger of unfair prejudice, of confusion of the issues, or of misleading the jury (NRS 48.035(1)); probative value substantially outweighed by other considerations, namely, this evidence is a waste of time (NRS 48.035(2)).

As a condition precedent to the admission of evidence, courts have required proposed evidence be authenticated. *See United States v. Tank*, 200 F.3d 627, 630 (9th Cir. 2000). Applying this requirement to internet print-outs, courts have "considered the 'distinctive characteristics' of the website in determining whether a document is sufficiently authenticated." *Ciampi v. City of Palo Alto*, 790 F. Supp. 2d 1077, 1091 (N.D. Cal. 2011). In determining whether the evidence has a sufficient indicia of reliability, courts have considered whether the "website designs, dates of publication, page numbers, and web addresses" are included with the evidence. *Id.* (citing *Premier Nutrition, Inc. v. Organic Food Bar, Inc.*, SACV06-0827 AGRNBX, 2008 WL 1913163, at *6 (C.D. Cal. Mar. 27, 2008), *aff'd*, 327 Fed. Appx. 723 (9th Cir. 2009)). The proposed evidence here – what Plaintiff alleges is a print-out of a Clark County permit – is devoid of the date of publication, the date the evidence was accessed, page numbers, and/or the corresponding web address. Beyond the Clark County logo affixed to the first page, there is no information identifying which entity the proposed evidence was retrieved from or when it was posted to the internet. Because the proposed evidence is not sufficiently authenticated, the evidence is non-admissible and must not be considered.

Furthermore, the purported permit is irrelevant to the issue before this Court. The admission of this proposed evidence would only serve to confuse the issues and waste time and additional court resources.

2. Caesars objects to **Exhibit 1-B** of Plaintiff's Omnibus Supplement, purporting to be a print-out of an online article from Food & Wine magazine, on the following grounds: relevance (NRS 48.025(2)); hearsay (NRS 51.035; *see Woods*, 101 Nev. at 136, 696 P.2d at 470 (1985) (explaining that newspaper articles are inadmissible under the hearsay rule if offered for the truth of the matter asserted); probative value substantially outweighed by other considerations, namely, this evidence is a waste of time (NRS 48.035(2)).

Newspaper and magazine articles are generally inadmissible under the hearsay rule when offered for the truth of the matter asserted. *See Am. C.L. Union of Nev. v. City of Las Vegas*, 13 F. Supp. 2d 1064, 1070 (D. Nev. 1998). Plaintiff's Exhibit 1-B – the print-out from Food & Wine magazine – is no different. In its pleadings, Plaintiff attempts to use this "evidence" to support its mistaken belief that Caesars entered into a contract with Martha Stewart. Because Plaintiff attempts to use this proposed evidence for the truth of the matter asserted, the evidence violates the hearsay rule and is non-admissible.

Similar to the purported permit, the article is irrelevant to the issue which is before this Court (*i.e.*, that Caesars had sole discretion to terminate the Agreements because of Plaintiff's unsuitability). Plaintiff's attempts now to place irrelevant evidence before this Court to muddy the waters is merely a recognition of the potential harm this fact has on its claims.

DATED this 13th day of January 2022.

PISANELLI BICE PLLC

By: /s/ Emily A. Buchwald, Bar #13442
James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 13th day of January 2022, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **OBJECTIONS TO EXHIBITS OFFERED IN SUPPORT OF PLAINTIFFS' OMNIBUS SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT** to the following:

John R. Bailey, Esq.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
Stephanie J. Glantz, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
JBailey@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com
SGlantz@BaileyKennedy.com

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

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharra Parkway
Reno, NV 89511
jtennert@fclaw.com
wbeavers@fclaw.com

Attorneys for Gordon Ramsay

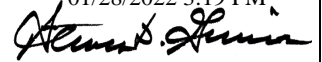
Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

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

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

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

TAB 124


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**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**

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las
Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic
City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,")
*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 (the "Motion to Seal"), filed on February 25, 2021, came before this Court for hearing on January 20, 2022. James J. Pisanelli, Esq. and M. Magali Mercera, Esq. of the of the law firm PISANELLI BICE PLLC, appeared on behalf of Caesars. Joshua P. Gilmore, Esq. and Paul C. Williams, Esq. of the law firm BAILEY KENNEDY, appeared on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), GR Burgr, LLC, and R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition, LLC ("DNT"). John Tennert, Esq. and Wade Beavers, Esq., of the law firm FENNEMORE CRAIG, appeared on behalf of Gordon Ramsay. Alan Lebensfeld, Esq. appeared on behalf of The Original Homestead Restaurant, Inc.

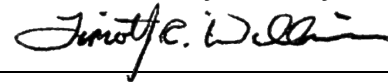
Upon review of the papers and pleadings on file in this matter, as proper service of the Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that portions of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2, and 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 contain commercially sensitive information creating a compelling interest in protecting the information from widespread dissemination to the public which outweighs the public disclosure of said information in accordance with Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore, good cause appearing therefor:

///

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED as follows: 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 are SEALED given the sensitive private, confidential and/or commercial information contained in the documents, and the identified portions of the redacted versions of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2, are APPROVED.

IT IS SO ORDERED.

Dated this 28th day of January, 2022



MH

018 4F1 9D36 529A
Timothy C. Williams
District Court Judge

Respectfully submitted by:

DATED January 27, 2022.

PISANELLI BICE PLLC

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

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

Approved as to form and content by:

DATED January 26, 2022.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore
John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

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Approved as to form and content by:

DATED January 27, 2022.

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld

Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 27, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert

John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharra Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, January 26, 2022 11:01 AM
To: Magali Mercera; Paul Williams; Tennert, John; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix
Attachments: 22.01.26 Omnibus Sealing Order.docx

CAUTION: This message is from an EXTERNAL SENDER.
Good morning. You may apply my e-signature.

Relatedly, please find attached for review a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact. Please let us know if anyone has proposed revisions or changes or if none, whether we may affix everyone's e-signatures.

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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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, January 25, 2022 2:27 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

All –

In accordance with the Court's ruling last week, attached please find the draft *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*. Please let us know by close of business on Thursday, January 27, 2022 if you have any changes. Otherwise, if acceptable, please confirm that we may apply your e-signature.

Thanks,

M. Magali Mercera

Cinda C. Towne

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Thursday, January 27, 2022 10:18 AM
To: Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

CAUTION: This message is from an EXTERNAL SENDER.
You may, thank you.

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, January 27, 2022 12:39 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Thanks, Josh. John and Alan – please confirm whether we may apply your e-signature to our proposed Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits.

Josh – You may apply my e-signature to the a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



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Sent: Wednesday, January 26, 2022 11:01 AM
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Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, January 27, 2022 11:02 AM
To: Magali Mercera; Joshua Gilmore; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

CAUTION: This message is from an EXTERNAL SENDER.

Hi Magali, you may apply my e-signature to the draft Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

jtennert@fennemorelaw.com | [View Bio](#)



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Subject: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

All –

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/28/2022

15 Robert Atkinson	robert@nv-lawfirm.com
16 Kevin Sutehall	ksutehall@foxrothschild.com
17 "James J. Pisanelli, Esq." .	lit@pisanellibice.com
18 "John Tennert, Esq." .	jtennert@fclaw.com
19 Brittnie T. Watkins .	btw@pisanellibice.com
20 Dan McNutt .	drm@cmlawnv.com
21 Debra L. Spinelli .	dls@pisanellibice.com
22 Diana Barton .	db@pisanellibice.com
23 Lisa Anne Heller .	lah@cmlawnv.com
24 Matt Wolf .	mcw@cmlawnv.com
25 PB Lit .	lit@pisanellibice.com

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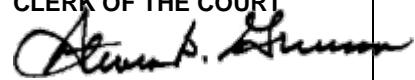
AA07014

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Daniel McNutt	drm@cmlawnv.com
6	Paul Sweeney	PSweeney@certilmanbalin.com
7	Nathan Rugg	nathan.rugg@bfkn.com
8	Steven Chaiken	sbc@ag-ltd.com
9	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
10	Brett Schwartz	brett.schwartz@lsandspc.com
11	Doreen Loffredo	dloffredo@foxrothschild.com
12	Mark Connot	mconnot@foxrothschild.com
13	Joshua Feldman	jfeldman@certilmanbalin.com
14	Nicole Milone	nmilone@certilmanbalin.com
15	Karen Hippner	karen.hippner@lsandspc.com
16	Lawrence Sharon	lawrence.sharon@lsandspc.com
17	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
18	Magali Mercera	mmm@pisanellibice.com
19	Cinda Towne	cct@pisanellibice.com
20	Litigation Paralegal	bknotices@nv-lawfirm.com
21	Shawna Braselton	sbraselton@fennemorelaw.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Trey Pictum	trey@mcnuttlawfirm.com
24		
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Monice Campbell	monice@envision.legal
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 125



James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION TO REDACT
CAESARS' MOTION FOR SUMMARY
JUDGMENT NO. 1 AND MOTION FOR
SUMMARY JUDGMENT NO. 2 AND
TO SEAL EXHIBITS 1-36, 38, 40-42, 45-46,
48, 50, 66-67, 73, AND 76-80 TO THE
APPENDIX OF EXHIBITS IN SUPPORT
OF CAESARS' MOTIONS FOR
SUMMARY JUDGMENT**

///

PLEASE TAKE NOTICE that an 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 was entered in the above-captioned matter on January 28, 2022, a true and correct copy of which is attached hereto.

DATED this 28th day of January 2022.

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James J. Pisanelli, Esq., #4027
Debra L. Spinelli, Esq., #9695
M. Magali Mercera, Esq., #11742
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 28th day of January 2022, I caused to be served via the Court's e-filing/e-service system a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO 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** to the following:

John R. Bailey, Esq.
Dennis L. Kennedy, Esq.
Joshua P. Gilmore, Esq.
Paul C. Williams, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
JBailey@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JGilmore@BaileyKennedy.com
PWilliams@BaileyKennedy.com

*Attorneys for Rowen Seibel, Craig Green
Moti Partners, LLC, Moti Partner 16, LLC,
LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC; and R Squared
Global Solutions, LLC, Derivatively on Behalf of
DNT Acquisition, LLC, and Nominal Plaintiff
GR Burgr LLC*

John D. Tennert, Esq.
Wade Beavers, Esq.
FENNEMORE CRAIG, P.C.
7800 Rancharrah Parkway
Reno, NV 89511
jtennert@fclaw.com
wbeavers@fclaw.com

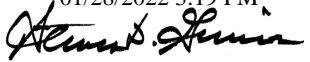
Attorneys for Gordon Ramsay

Alan Lebensfeld, Esq.
LEBENSFELD SHARON &
SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701
alan.lebensfeld@lsandspc.com

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

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

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC


CLERK OF THE COURT

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
M. Magali Mercera, Esq., Bar No. 11742
MMM@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

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

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: XVI

Consolidated with A-17-760537-B

**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**

AND ALL RELATED MATTERS

PHWLV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las
Vegas Operating Company, LLC ("Paris"), Boardwalk Regency Corporation d/b/a Caesars Atlantic
City's ("CAC," and collectively, with Caesars Palace, Paris, and Planet Hollywood, "Caesars,")
*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*

1 *Appendix of Exhibits in Support of Caesars' Motions for Summary Judgment* (the "Motion to Seal"),
2 filed on February 25, 2021, came before this Court for hearing on January 20, 2022.
3 James J. Pisanelli, Esq. and M. Magali Mercera, Esq. of the of the law firm PISANELLI BICE PLLC,
4 appeared on behalf of Caesars. Joshua P. Gilmore, Esq. and Paul C. Williams, Esq. of the law firm
5 BAILEY KENNEDY, appeared on behalf of Rowen Seibel ("Seibel"), TPOV Enterprises, LLC
6 ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ
7 Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI
8 Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), Craig Green ("Green"), GR Burgr,
9 LLC, and R Squared Global Solutions, LLC, derivatively on behalf of DNT Acquisition, LLC
10 ("DNT"). John Tennert, Esq. and Wade Beavers, Esq., of the law firm FENNEMORE CRAIG, appeared
11 on behalf of Gordon Ramsay. Alan Lebensfeld, Esq. appeared on behalf of The Original Homestead
12 Restaurant, Inc.

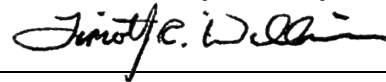
13 Upon review of the papers and pleadings on file in this matter, as proper service of the
14 Motion to Seal has been provided, this Court notes no opposition has been filed. Accordingly,
15 pursuant to EDCR 2.20(e), the Motion to Seal is deemed unopposed. The Court finds that portions
16 of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2, and
17 Exhibits 1-36, 38, 40-42, 45-46, 48, 50, 66- 67, 73, and 76-80 to the Appendix of Exhibits in Support
18 of Caesars' Motions for Summary Judgment contain commercially sensitive information creating a
19 compelling interest in protecting the information from widespread dissemination to the public
20 which outweighs the public disclosure of said information in accordance with Rule 3(4) of the
21 Nevada Supreme Court's Rules Governing Sealing and Redacting of Court Records. Therefore,
22 good cause appearing therefor:

23 ///

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that the Motion to Seal shall be, and hereby is, GRANTED as follows: 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 are SEALED given the sensitive private, confidential and/or commercial information contained in the documents, and the identified portions of the redacted versions of Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2, are APPROVED.

IT IS SO ORDERED.

Dated this 28th day of January, 2022



MH

018 4F1 9D36 529A
Timothy C. Williams
District Court Judge

Respectfully submitted by:

DATED January 27, 2022.

PISANELLI BICE PLLC

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

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

Approved as to form and content by:

DATED January 26, 2022.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore
John R. Bailey, Esq., Bar No. 0137
Dennis L. Kennedy, Esq., Bar No. 1462
Joshua P. Gilmore, Esq., Bar No. 11576
Paul C. Williams, Esq., Bar No. 12524
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

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

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Approved as to form and content by:

DATED January 27, 2022.

LEBENSFELD SHARON & SCHWARTZ P.C.

By: /s/ Alan M. Lebensfeld

Alan M. Lebensfeld, Esq.
(admitted *pro hac vice*)
140 Broad Street
Red Bank, New Jersey 07701

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

*Attorneys for The Original Homestead
Restaurant, Inc*

Approved as to form and content by:

DATED January 27, 2022.

FENNEMORE CRAIG, P.C.

By: /s/ John D. Tennert

John D. Tennert, Esq., Bar No. 11728
Wade Beavers, Esq., Bar No. 13451
7800 Rancharrah Parkway
Reno, NV 89511

Attorneys for Gordon Ramsay

Cinda C. Towne

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, January 26, 2022 11:01 AM
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Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix
Attachments: 22.01.26 Omnibus Sealing Order.docx

CAUTION: This message is from an EXTERNAL SENDER.
Good morning. You may apply my e-signature.

Relatedly, please find attached for review a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact. Please let us know if anyone has proposed revisions or changes or if none, whether we may affix everyone's e-signatures.

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

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Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

All –

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Thanks,

M. Magali Mercera

Cinda C. Towne

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To: Magali Mercera; Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

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You may, thank you.

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, January 27, 2022 12:39 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Thanks, Josh. John and Alan – please confirm whether we may apply your e-signature to our proposed Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits.

Josh – You may apply my e-signature to the a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



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Sent: Wednesday, January 26, 2022 11:01 AM
To: Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo

Cinda C. Towne

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, January 27, 2022 11:02 AM
To: Magali Mercera; Joshua Gilmore; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

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Hi Magali, you may apply my e-signature to the draft Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits.

Thanks,
John

John D. Tennert III, Director

FENNEMORE.

7800 Rancharrah Parkway, Reno, NV 89511

T: 775.788.2212 | F: 775.788.2213

jtennert@fennemorelaw.com | [View Bio](#)



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From: Magali Mercera <mmm@pisanellibice.com>
Sent: Tuesday, January 25, 2022 2:27 PM
To: Joshua Gilmore <JGilmore@baileykennedy.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>
Subject: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

All –

In accordance with the Court's ruling last week, attached please find the draft *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'*

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/28/2022

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

lit@pisanellibice.com

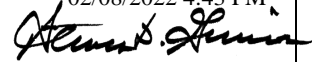
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28
AA07027

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Daniel McNutt	drm@cmlawnv.com
6	Paul Sweeney	PSweeney@certilmanbalin.com
7	Nathan Rugg	nathan.rugg@bfkn.com
8	Steven Chaiken	sbc@ag-ltd.com
9	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
10	Brett Schwartz	brett.schwartz@lsandspc.com
11	Doreen Loffredo	dloffredo@foxrothschild.com
12	Mark Connot	mconnot@foxrothschild.com
13	Joshua Feldman	jfeldman@certilmanbalin.com
14	Nicole Milone	nmilone@certilmanbalin.com
15	Karen Hippner	karen.hippner@lsandspc.com
16	Lawrence Sharon	lawrence.sharon@lsandspc.com
17	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
18	Magali Mercera	mmm@pisanellibice.com
19	Cinda Towne	cct@pisanellibice.com
20	Litigation Paralegal	bknotices@nv-lawfirm.com
21	Shawna Braselton	sbraselton@fennemorelaw.com
22	Christine Gioe	christine.gioe@lsandspc.com
23	Trey Pictum	trey@mcnuttlawfirm.com
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27
28

Monice Campbell	monice@envision.legal
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Wade Beavers	wbeavers@fclaw.com
Sarah Hope	shope@fennemorelaw.com

TAB 126


CLERK OF THE COURT

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

ORDR (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

*Attorneys for 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*

**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

**OMNIBUS ORDER GRANTING THE
DEVELOPMENT PARTIES' MOTIONS TO SEAL
AND REDACT**

This Order addresses the following matters (together, the “Motions to Seal/Redact”):

- The Development Parties’¹ Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment, which was filed on December 6, 2021, and which came before the Court, Department XVI (the Honorable Timothy C. Williams presiding), on December 22, 2021, in chambers; and
 - The Development Entities and Rowen Seibel’s Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 Through 647 to the Appendix of Exhibits Thereto, which was filed on March 30, 2021, and which came before the Court, Department XVI (the Honorable Timothy C. Williams presiding), on January 20, 2022.
- James J. Pisanelli, Esq. and M. Magali Mercera, Esq. of the law firm PISANELLI BICE PLLC appeared on behalf of Caesars.² Joshua P. Gilmore, Esq. and Paul C. Williams, Esq. of the law firm BAILEY ♦ KENNEDY appeared on behalf of the Development Parties. John Tennert, Esq. and Wade Beavers, Esq. of the law firm FENNEMORE CRAIG appeared on behalf of Gordon Ramsay. Alan Lebensfeld, Esq. of the law firm LEBENSFELD SHARON & SCHWARTZ P.C. appeared on behalf of The Original Homestead Restaurant, Inc. (“OHR”).

FINDINGS

Upon review of the papers and pleadings on file in this matter, as proper service has been provided, this Court notes no oppositions were filed to the Motions to Seal/Redact. Accordingly, pursuant to EDCR 2.20(e), the Motions to Seal/Redact are deemed unopposed. In accordance with Part VII of the Nevada Supreme Court Rules Governing Sealing and Redacting Court Records (SRCR), the Court finds that the information sought to be sealed and/or redacted as set forth in the Motions to Seal/Redact has been marked Confidential or Highly Confidential under the Stipulated Confidentiality Agreement and Protective Order, entered on March 12, 2019, contains commercially

¹ Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) are collectively referred to as the “Development Entities.” The Development Entities, together with Rowen Seibel and Craig Green, are collectively referred to as the “Development Parties.”

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

sensitive information, and that the parties' privacy interests in maintaining the confidential nature of such information outweighs the public interest in access to the court record. SRCR 3(4)(h).

ORDER

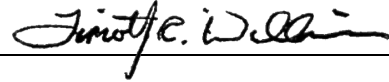
Based on the foregoing Findings, and good cause appearing,

IT IS HEREBY ORDERED that the Development Parties' Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment shall be, and hereby is, GRANTED.

IT IS HEREBY FURTHER ORDERED that the Development Entities and Rowen Seibel's Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 Through 647 to the Appendix of Exhibits Thereto shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

Dated this 8th day of February, 2022



MH

2F8 CFD 5725 72CA
Timothy C. Williams
District Court Judge

Respectfully Submitted By:

Approved as to Form and Content:

BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

By: /s/ Joshua P. Gilmore

By: /s/ M. Magali Mercera

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

JAMES J. PISANELLI (#4027)
DEBRA L. SPINELLI (#9695)
M. MAGALI MERCERA (#11742)
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for the Development Parties

Attorneys for Caesars

Approved as to Form and Content:

Approved as to Form and Content:

LEBENSFELD SHARON & SCHWARTZ, P.C.

FENNEMORE CRAIG, P.C.

By: /s/ Alan M. Lebensfeld

By: /s/ John D. Tennert

ALAN M. LEBENSFELD (*Pro Hac Vice*)
140 Broad Street
Red Bank, New Jersey 07701
Telephone: (732) 530-4600
Facsimile: (732) 530-4601

JOHN D. TENNERT (#11728)
WADE BEAVERS (#13451)
7800 Rancharra Parkway
Reno, Nevada 89511
Telephone: (775) 788-2200
Facsimile: (775) 786-1177

Attorneys for OHR

Attorneys for Ramsay

Susan Russo

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Friday, February 4, 2022 2:59 PM
To: Joshua Gilmore; Tennert, John; Magali Mercera; Paul Williams; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

You may, sorry.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Friday, February 04, 2022 5:18 PM
To: Tennert, John <jtennert@fennemorelaw.com>; Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Alan – Good afternoon. I didn't receive a response to my email below requesting approval of the attached sealing/redaction order. Please advise if we may affix your e-signature. 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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Sent: Thursday, January 27, 2022 12:37 PM
To: Tennert, John <jtennert@fennemorelaw.com>; Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Thanks John and Magali.

Alan – At your convenience, please let me know if we may affix your e-signature, too.

Susan Russo

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, January 27, 2022 11:37 AM
To: Joshua Gilmore; Magali Mercera; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix
Follow Up Flag: Follow up
Flag Status: Flagged
Categories: Red Category

Hi Josh, you may apply my e-signature to the draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,
John

John D. Tennert III, Director

FENNEMORE

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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Joshua Gilmore

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Sent: Thursday, January 27, 2022 9:39 AM
To: Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

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Josh – You may apply my e-signature to the a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



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Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

CAUTION: This message is from an EXTERNAL SENDER.
Good morning. You may apply my e-signature.

Relatedly, please find attached for review a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact. Please let us know if anyone has proposed revisions or changes or if none, whether we may affix everyone's e-signatures.

Thanks. Josh

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

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/8/2022

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

lit@pisanellibice.com

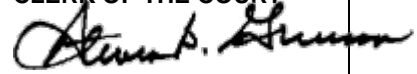
26
27
28 **AA07036**

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
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19	Joshua Feldman	jfeldman@certilmanbalin.com
20	Nicole Milone	nmilone@certilmanbalin.com
21	Trey Pictum	trey@mcnuttlawfirm.com
22	Monice Campbell	monice@envision.legal
23	Karen Hippner	karen.hippner@lsandspc.com
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Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Sarah Hope	shope@fennemorelaw.com
John Tennert	jtennert@fennemorelaw.com

TAB 127



NEOJ (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

*Attorneys for 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*

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

NOTICE OF ENTRY OF ORDER

1 PLEASE TAKE NOTICE that an Omnibus Order Granting the Development Parties'
2 Motions to Seal and Redact was entered in the above-captioned action on February 8, 2022, a true
3 and correct copy of which is attached hereto.

4
5 DATED this 9th day of February, 2022.

6 BAILEY ♦ KENNEDY

7 By: /s/ Joshua P. Gilmore

8 JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

9 PAUL C. WILLIAMS

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

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 9th day of February, 2022, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI
DEBRA L. SPINELLI
M. MAGALI MERCERA
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLS@pisanellibice.com
MMM@pisanellibice.com
Attorneys for Defendants/Counterclaimant Desert Palace, Inc.; Paris Las Vegas Operating Company, LLC; PHWL, LLC; and Boardwalk Regency Corporation

JOHN D. TENNERT
FENNEMORE CRAIG, P.C.
7800 Rancharra Parkway
Reno, NV 89511

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

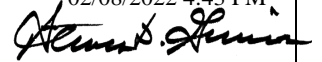
ALAN LEBENSFELD
BRETT SCHWARTZ
LEBENSFELD SHARON & SCHWARTZ, P.C.
140 Broad Street
Red Bank, NJ 07701

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

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

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

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY


CLERK OF THE COURT

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

ORDR (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

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

*Attorneys for 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*

**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

**OMNIBUS ORDER GRANTING THE
DEVELOPMENT PARTIES' MOTIONS TO SEAL
AND REDACT**

This Order addresses the following matters (together, the “Motions to Seal/Redact”):

- The Development Parties’¹ Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment, which was filed on December 6, 2021, and which came before the Court, Department XVI (the Honorable Timothy C. Williams presiding), on December 22, 2021, in chambers; and
 - The Development Entities and Rowen Seibel’s Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 Through 647 to the Appendix of Exhibits Thereto, which was filed on March 30, 2021, and which came before the Court, Department XVI (the Honorable Timothy C. Williams presiding), on January 20, 2022.
- James J. Pisanelli, Esq. and M. Magali Mercera, Esq. of the law firm PISANELLI BICE PLLC appeared on behalf of Caesars.² Joshua P. Gilmore, Esq. and Paul C. Williams, Esq. of the law firm BAILEY ♦ KENNEDY appeared on behalf of the Development Parties. John Tennert, Esq. and Wade Beavers, Esq. of the law firm FENNEMORE CRAIG appeared on behalf of Gordon Ramsay. Alan Lebensfeld, Esq. of the law firm LEBENSFELD SHARON & SCHWARTZ P.C. appeared on behalf of The Original Homestead Restaurant, Inc. (“OHR”).

FINDINGS

Upon review of the papers and pleadings on file in this matter, as proper service has been provided, this Court notes no oppositions were filed to the Motions to Seal/Redact. Accordingly, pursuant to EDCR 2.20(e), the Motions to Seal/Redact are deemed unopposed. In accordance with Part VII of the Nevada Supreme Court Rules Governing Sealing and Redacting Court Records (SRCR), the Court finds that the information sought to be sealed and/or redacted as set forth in the Motions to Seal/Redact has been marked Confidential or Highly Confidential under the Stipulated Confidentiality Agreement and Protective Order, entered on March 12, 2019, contains commercially

¹ Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); and R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) are collectively referred to as the “Development Entities.” The Development Entities, together with Rowen Seibel and Craig Green, are collectively referred to as the “Development Parties.”

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

sensitive information, and that the parties' privacy interests in maintaining the confidential nature of such information outweighs the public interest in access to the court record. SRCR 3(4)(h).

ORDER

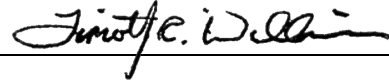
Based on the foregoing Findings, and good cause appearing,

IT IS HEREBY ORDERED that the Development Parties' Motion to Redact Their Reply in Support of Their Motion for Leave to File a Supplement to their Oppositions to Motions for Summary Judgment shall be, and hereby is, GRANTED.

IT IS HEREBY FURTHER ORDERED that the Development Entities and Rowen Seibel's Motion to Redact Their Oppositions to the Motions for Summary Judgment and to Seal Exhibits 526 Through 647 to the Appendix of Exhibits Thereto shall be, and hereby is, GRANTED.

IT IS SO ORDERED.

Dated this 8th day of February, 2022



MH

2F8 CFD 5725 72CA
Timothy C. Williams
District Court Judge

Respectfully Submitted By:

Approved as to Form and Content:

BAILEY ♦ KENNEDY

PISANELLI BICE PLLC

By: /s/ Joshua P. Gilmore

By: /s/ M. Magali Mercera

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

JAMES J. PISANELLI (#4027)
DEBRA L. SPINELLI (#9695)
M. MAGALI MERCERA (#11742)
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for the Development Parties

Attorneys for Caesars

Approved as to Form and Content:

Approved as to Form and Content:

LEBENSFELD SHARON & SCHWARTZ, P.C.

FENNEMORE CRAIG, P.C.

By: /s/ Alan M. Lebensfeld

By: /s/ John D. Tennert

ALAN M. LEBENSFELD (*Pro Hac Vice*)
140 Broad Street
Red Bank, New Jersey 07701
Telephone: (732) 530-4600
Facsimile: (732) 530-4601

JOHN D. TENNERT (#11728)
WADE BEAVERS (#13451)
7800 Rancharra Parkway
Reno, Nevada 89511
Telephone: (775) 788-2200
Facsimile: (775) 786-1177

Attorneys for OHR

Attorneys for Ramsay

Susan Russo

From: Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>
Sent: Friday, February 4, 2022 2:59 PM
To: Joshua Gilmore; Tennert, John; Magali Mercera; Paul Williams; Beavers, Wade; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

You may, sorry.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Friday, February 04, 2022 5:18 PM
To: Tennert, John <jtennert@fennemorelaw.com>; Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Alan – Good afternoon. I didn't receive a response to my email below requesting approval of the attached sealing/redaction order. Please advise if we may affix your e-signature. 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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From: Joshua Gilmore
Sent: Thursday, January 27, 2022 12:37 PM
To: Tennert, John <jtennert@fennemorelaw.com>; Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Thanks John and Magali.

Alan – At your convenience, please let me know if we may affix your e-signature, too.

Susan Russo

From: Tennert, John <jtennert@fennemorelaw.com>
Sent: Thursday, January 27, 2022 11:37 AM
To: Joshua Gilmore; Magali Mercera; Paul Williams; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Josh, you may apply my e-signature to the draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,
John

John D. Tennert III, Director

FENNEMORE

7800 Rancharrah Parkway, Reno, NV 89511
T: 775.788.2212 | F: 775.788.2213
jtennert@fennemorelaw.com | [View Bio](#)



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COVID-19: Governors in our markets have deemed law firms essential services. As a result, our offices will be open from 8 am to 5 pm, but most of our team members are working remotely. To better protect our employees and clients, please schedule an appointment before coming to our offices.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, January 26, 2022 11:01 AM
To: Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Joshua Gilmore

From: Magali Mercera <mmm@pisanellibice.com>
Sent: Thursday, January 27, 2022 9:39 AM
To: Joshua Gilmore; Paul Williams; Tennert, John; Beavers, Wade; Alan Lebensfeld; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli; Debra Spinelli; Emily A. Buchwald; Cinda C. Towne; Diana Barton; Susan Russo
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

Thanks, Josh. John and Alan – please confirm whether we may apply your e-signature to our proposed Order Granting Motion to Redact Caesars' Motion for Summary Judgment No. 1 and Motion for Summary Judgment No. 2 and to Seal Exhibits.

Josh – You may apply my e-signature to the a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact.

Thanks,

M. Magali Mercera

PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100
Fax: (702) 214-2101
mmm@pisanellibice.com | www.pisanellibice.com



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This transaction and any attachment is confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

From: Joshua Gilmore <JGilmore@baileykennedy.com>
Sent: Wednesday, January 26, 2022 11:01 AM
To: Magali Mercera <mmm@pisanellibice.com>; Paul Williams <PWilliams@baileykennedy.com>; Tennert, John <jtennert@fennemorelaw.com>; Beavers, Wade <WBeavers@fennemorelaw.com>; Alan Lebensfeld <Alan.Lebensfeld@lsandspc.com>; mconnot@foxrothschild.com; ksutehall@foxrothschild.com
Cc: James Pisanelli <jjp@pisanellibice.com>; Debra Spinelli <dls@pisanellibice.com>; Emily A. Buchwald <eab@pisanellibice.com>; Cinda C. Towne <cct@pisanellibice.com>; Diana Barton <DB@pisanellibice.com>; Susan Russo <SRusso@baileykennedy.com>
Subject: RE: Desert Palace v. Seibel: Order Granting MTSR MSJ No. 1, MSJ No. 2, and Appendix

CAUTION: This message is from an EXTERNAL SENDER.
Good morning. You may apply my e-signature.

Relatedly, please find attached for review a draft Omnibus Order Granting the Development Parties' Motions to Seal and Redact. Please let us know if anyone has proposed revisions or changes or if none, whether we may affix everyone's e-signatures.

Thanks. Josh

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

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Rowen Seibel, Plaintiff(s)

CASE NO: A-17-751759-B

7 vs.

DEPT. NO. Department 16

8 PHWL V LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/8/2022

15 Robert Atkinson

robert@nv-lawfirm.com

16 Kevin Sutehall

ksutehall@foxrothschild.com

17 "James J. Pisanelli, Esq." .

lit@pisanellibice.com

18 "John Tennert, Esq." .

jtennert@fclaw.com

19 Brittnie T. Watkins .

btw@pisanellibice.com

20 Dan McNutt .

drm@cmlawnv.com

21 Debra L. Spinelli .

dls@pisanellibice.com

22 Diana Barton .

db@pisanellibice.com

23 Lisa Anne Heller .

lah@cmlawnv.com

24 Matt Wolf .

mcw@cmlawnv.com

25 PB Lit .

lit@pisanellibice.com

26
27
28 **AA07048**

1	Paul Williams	pwilliams@baileykennedy.com
2	Dennis Kennedy	dkennedy@baileykennedy.com
3	Joshua Gilmore	jgilmore@baileykennedy.com
4	John Bailey	jbailey@baileykennedy.com
5	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
6	Magali Mercera	mmm@pisanellibice.com
7	Cinda Towne	cct@pisanellibice.com
8	Daniel McNutt	drm@cmlawnv.com
9	Paul Sweeney	PSweeney@certilmanbalin.com
10	Litigation Paralegal	bknotices@nv-lawfirm.com
11	Shawna Braselton	sbraselton@fennemorelaw.com
12	Nathan Rugg	nathan.rugg@bfkn.com
13	Steven Chaiken	sbc@ag-ltd.com
14	Alan Lebensfeld	alan.lebensfeld@lsandspc.com
15	Brett Schwartz	brett.schwartz@lsandspc.com
16	Doreen Loffredo	dloffredo@foxrothschild.com
17	Christine Gioe	christine.gioe@lsandspc.com
18	Mark Connot	mconnot@foxrothschild.com
19	Joshua Feldman	jfeldman@certilmanbalin.com
20	Nicole Milone	nmilone@certilmanbalin.com
21	Trey Pictum	trey@mcnuttlawfirm.com
22	Monice Campbell	monice@envision.legal
23	Karen Hippner	karen.hippner@lsandspc.com
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Lawrence Sharon	lawrence.sharon@lsandspc.com
Wade Beavers	wbeavers@fclaw.com
Emily Buchwald	eab@pisanellibice.com
Cinda Towne	Cinda@pisanellibice.com
Sarah Hope	shope@fennemorelaw.com
John Tennert	jtennert@fennemorelaw.com

TAB 128

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

March 09, 2022 09:00 AM All Pending Motions

HEARD BY: Williams, Timothy C. COURTROOM: RJC Courtroom 16C

COURT CLERK: Darling, Christopher

RECORDER: Garibay, Maria

REPORTER:

PARTIES PRESENT:

John D. Tennert Attorney for Defendant

Joshua P, Gilmore, ESQ Attorney for Counter Claimant, Counter
Defendant, Defendant, Other Plaintiff,
Plaintiff

Maria Magali Mercera Attorney for Consolidated Case Party,
Counter Claimant, Defendant

JOURNAL ENTRIES

Hearing held live and by BlueJeans remote conferencing.

MOTION TO REDACT CAESARS' REPLY TO THE DEVELOPMENT PARTIES' OMNIBUS SUPPLEMENT TO THEIR OPPOSITIONS TO MOTIONS FOR SUMMARY JUDGMENT FILED BY CAESARS AND RAMSAY AND SEAL EXHIBIT 115 THERETO...GORDON RAMSAY'S MOTION TO REDACT: I) GORDON RAMSAY'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, AND II) GORDON RAMSAY'S RESPONSE TO ROWEN SEIBEL AND GR BURGR, LLC'S OBJECTIONS TO EVIDENCE

Ms. Mercera advised both instant Motion to Redact and 3/23/22 Motion to Redact are unopposed. There being no objection, COURT ORDERED, instant Motion GRANTED; 3/23/22 Motion to Redact ADVANCED and GRANTED. Prevailing party to prepare the order.

STATUS CHECK: TRIAL SETTING

Ms. Mercera advised certain motions anticipated with respect to summary judgment claims and, in light of stay being lifted, motions and trial date will need to be set. Mr. Gilmore advised he agrees for need to set dispositive motions and suggested 30-45 days from today to file. Colloquy regarding setting trial date. There being agreement, COURT ORDERED, Trial SET 1/9/23. Upon Court's inquiry, Ms. Mercera advised she will prepare a written order in that regard and include proposed deadlines.

Proposed order(s) to be submitted to DC16Inbox@clarkcountycourts.us.

12/15/22 10:30 AM PRETRIAL/CALENDAR CALL

1/9/23 9:30 AM