

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROWEN A. SEIBEL, AN INDIVIDUAL  
AND CITIZEN OF NEW YORK,  
DERIVATIVELY ON BEHALF OF REAL  
PARTY IN INTEREST GR BURGR LLC;  
AND GR BURGR LLC, A DELAWARE  
LIMITED LIABILITY COMPANY,  
Appellants,  
vs.  
PHWLV, LLC, A NEVADA LIMITED  
LIABILITY COMPANY; AND GORDON  
RAMSAY, AN INDIVIDUAL,  
Respondents.

No. 84934

FILED

APR 05 2024

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is an appeal from a district court order granting summary judgment in a breach-of-contract action. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.

Appellants Rowen Seibel and GR Burger, LLC (GRB) entered into an agreement with respondents Gordon Ramsay and Planet Hollywood Las Vegas, LLC (PH). Under that agreement, PH received a license to use intellectual property for a restaurant, "BurGR Gordon Ramsay." The agreement required Seibel and GRB to conduct themselves with the highest standards of honesty and integrity and to submit suitability disclosures ascribing to their conduct. After Seibel pleaded guilty to tax related criminal charges, PH terminated the agreement and Seibel filed a complaint for breach of contract, breach of the implied covenant of good faith

and fair dealing, unjust enrichment, and civil conspiracy.<sup>1</sup> PH counterclaimed for fraudulent concealment and civil conspiracy. The parties filed competing summary judgment motions, and the district court granted summary judgment in Ramsay's and PH's favor on Seibel's claims and in favor of PH on its counterclaims. Seibel appeals.<sup>2</sup>

Summary judgment is proper where the pleadings and evidence present "no genuine issue of material fact . . . and the moving party is entitled to a judgment as a matter of law." *Mardian v. Greenberg Family Tr.*, 131 Nev. 730, 733, 359 P.3d 109, 111 (2015). We review orders granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005).

After reviewing the record, we are unconvinced by Seibel's argument that genuine issues of material fact exist and that Ramsay and PH were not entitled to judgment as a matter of law. *Id.*, 121 Nev. at 731, 121 P.3d at 1031 ("The substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant."). We similarly are not persuaded by Seibel's evidentiary arguments. See NRS 51.155; NRS 52.085(1); *Maljack Prods., Inc. v. GoodTimes Home Video Corp.*, 81 F.3d 881, 889 n.12 (9th Cir. 1996) (holding that documents produced by a party in discovery were deemed authentic

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<sup>1</sup>Seibel, in his individual capacity, pursued all claims on behalf of GRB.

<sup>2</sup>On appeal, Seibel does not challenge the defense judgment on the civil conspiracy claim or the portion of the judgment in favor of Ramsay on the breach-of-contract claim.

