

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
ROWEN SEIBEL, Individually and on behalf of  
FCLA, LP and THE FAT COW, LLC,

Plaintiffs,

-against-

GORDON RAMSAY and G.R. US LICENSING, LP,

Defendants,

and

FCLA, LP and THE FAT COW, LLC,

Nominal Defendants.  
-----X

Index No.

**SUMMONS**

Plaintiffs designate  
New York County as  
the place of trial

The basis of the venue  
is Plaintiffs' address:  
200 Central Park South  
New York, New York, 10019

Filed:

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiffs' attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: East Meadow, New York  
April 2, 2014

CERTILMAN BALIN ADLER & HYMAN, LLP

By: 

Paul B. Sweeney, Esq.

*Attorneys for Plaintiffs*

90 Merrick Avenue, 9th Floor  
East Meadow, New York 11554  
(516) 296-7000

**Defendant's Address:**

Gordon Ramsay  
2230 Waybridge Lane  
Los Angeles, California 90077

G.R. US Licensing, LP  
2711 Centerville Road – Suite 400  
Wilmington, Delaware, 19808

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.  
ROWEN SEIBEL, Individually and on behalf of  
FCLA, LP and THE FAT COW LLC,

Plaintiffs,

-against-

**VERIFIED  
COMPLAINT**

GORDON RAMSAY and G.R. US LICENSING, LP,

Defendants,

and

FCLA, LP and THE FAT COW LLC,

Nominal Defendants.

-----X

Plaintiff Rowen Seibel, ("Seibel"), individually and on behalf of FCLA, LP ("FCLA") and The Fat Cow LLC ("Fat Cow LLC") (FCLA and Fat Cow LLC collectively "Entities"), as and for their Verified Complaint against Defendants Gordon Ramsay ("Gordon Ramsay") and G.R. U.S. Licensing, LP ("GR")(collectively with Gordon Ramsay ("Ramsay") and FCLA and Fat Cow, as Nominal Defendants, allege, as follows:

**SUMMARY OF THE ACTION**

1. This Action concerns the egregious misconduct, fraud, self-dealing, theft of corporate opportunity and various breaches of fiduciary duty by Ramsay in connection with two entities that Ramsay formed with Seibel to open, own and operate a restaurant in Los Angeles, California called "The Fat Cow." Although Ramsay and Seibel had equal ownership interests in Fat Cow LLC and FCLA (collectively the "Entities"), and all corporate action required the consent of both parties, Gordon

Ramsay attempted to run the business and make decisions on behalf of the Entities similar to his television personality on Hell's Kitchen – as a dictatorship, without the proper authority and without consent of his partner, as is required by the governing Entity agreements. In fact, Ramsay's conduct is far worse than taking action on behalf of the Entities without any authority to do so, in contravention of the law and agreements between the parties, and, as a result, intentionally driving the restaurant formed by the Entities, The Fat Cow, ("Fat Cow Restaurant") out of business. It has now become clear that Gordon Ramsay fraudulently induced Seibel to invest over \$800,000.00 in Fat Cow Restaurant -- an investment that went towards an expensive build-out of the leased space with a new kitchen, new fixtures and furnishings, and to train the restaurant staff – but then intentionally forced Fat Cow Restaurant to close so that he could use Seibel's investment to benefit another Gordon Ramsay restaurant. Ramsay represented to Seibel that he would take care of any trademark issues with the name of the Restaurant, but failed to do so with the knowledge that the name of the Restaurant violated the trademark of another previously established restaurant in Florida. Ramsay then used the potential trademark violation as an excuse to close the Fat Cow Restaurant, instead of merely changing its name -- as the parties had expressly stated they would do if such a trademark issue arose. Ramsay then stole the prestigious location leased to the Fat Cow Restaurant so that he could open another restaurant without Seibel in the same location and benefit from Seibel's \$800,000 investment in refurbishing the leased space and training the staff. On information and belief, Ramsay's new restaurant will now be featured in his Fox television program this

season, instead of the Fat Cow Restaurant, as was agreed to by FCLA and Fox television.

2. In short, Ramsay engaged in blatant fraudulent conduct, breaches of fiduciary duty, theft of corporate opportunity, and misappropriation that injured Seibel, as well as the Entities, in amount not less than \$10 million.

### **PARTIES**

3. Plaintiff Rowen Seibel is an individual residing 200 Central Park South, New York, New York 10019.

4. Defendant Gordon Ramsay is an individual residing at 1 Catherine Pl, London, Greater London SW1E 6DX, United Kingdom and at 2230 Waybridge Lane, Los Angeles, California 90077. Ramsay is a well-known celebrity chef and television personality, appearing in television shows such as “Hell’s Kitchen”, “MasterChef” and “Kitchen Nightmares.”

5. Defendant GR US Licensing LP (“GR”) is a limited partnership, organized under the laws of Delaware and has its principal offices at 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808. Gordon Ramsay is the majority owner of GR and controls GR. At all times, GR acted through Gordon Ramsay, and all actions by GR were in fact actions taken by Gordon Ramsay.

6. Plaintiff, and Nominal Defendant, Fat Cow LLC is a limited liability company, organized under the laws of the State of California and has its principal office at 200 Central Park South, New York, New York, 10019.

7. Seibel and GR are the sole members of Fat Cow LLC, each owning 50% membership interest. Seibel and Ramsay are the designated “Managers” of Fat Cow LLC.

8. Plaintiff, and Nominal Defendant, FCLA, LP (“FCLA”) is a limited partnership, organized under the laws of the State of Delaware, and has its principal offices at 200 Central Park South, New York, New York 10019.

9. Seibel and GR are the sole limited partners of FCLA, each owning a 49% partnership interest. Fat Cow LLC is the sole general partner of FCLA and owns a 2% partnership interest.

10. The business of FCLA is, among other things, to “develop, own and operate” the Fat Cow Restaurant at the leased premises, 189 The Grove Drive, Ste. 0-10, Los Angeles, California 90036.

### **JURISDICTION**

11. Plaintiff Seibel resides in New York County, New York.

12. All the parties have consented to the jurisdiction of this Court in the FCLA Limited Partnership Agreement.

13. This action arises out of a dispute among the parties under the FCLA Limited Partnership Agreement and The Fat Cow LLC Agreement. The FCLA Limited Partnership Agreement provides that all parties consent to the personal jurisdiction of the State of New York and requires that any litigation arising out of or relating to the FCLA Limited Partnership Agreement must be brought in “State Supreme Court located in New York County, New York.” The parties to the FCLA Limited Partnership

Agreement are: (1) The Fat Cow LLC, as general partner, on whose behalf the FCLA Limited Partnership Agreement was executed by its two Managers, Seibel and Gordon Ramsay; (2) defendant GR, on whose behalf the Partnership Agreement was executed by Ramsay, as limited partner; and (3) plaintiff Seibel, as limited partner.

14. In addition, Ramsay regularly conducts business in New York. Ramsay is involved, as licensor and/or operator, of no less than three (3) restaurants in New York City, namely "The London Bar NYC, Gordon Ramsay at the London and Maze by Gordon Ramsay."

### **BACKGROUND**

15. Since 2011, Seibel and Ramsay have had various joint venture relationships in connection with a number of successful restaurants, such as Gordon Ramsay Steak, in Las Vegas, Nevada, BurGR by Gordon Ramsay, in Las Vegas, Nevada and Gordon Ramsay Pub & Grill, in Las Vegas, Nevada. Unlike Gordon Ramsay's other restaurants with respect to which he either licenses his name or has an ownership interest in, and which Seibel is not affiliated with, most of which, on information and belief, are not profitable, each of the aforementioned restaurants in which both Ramsay and Seibel have an interest is highly profitable.

16. In or around late 2011, Gordon Ramsay informed Seibel that he wished to open another restaurant in Los Angeles, California that would be a casual, family friendly American comfort food restaurant which Gordon Ramsay desired to be similar to the Hillstone Group concepts such as Houston's. Gordon Ramsay further informed Seibel that he was looking for a new partner to join him in the venture and contribute to

the start up and capital expenses. Despite significant earnings from his television programs, Gordon Ramsay informed Seibel that he had significant cash flow problems and could not fund the opening of a new restaurant without a partner to share expenses and risks.

17. Seibel agreed to partner with Ramsay to open, own and operate the new restaurant. At Ramsay's suggestion, and subsequently his insistence, the restaurant was to be named "The Fat Cow."

18. Gordon Ramsay informed Seibel that Ramsay would be responsible for obtaining the trademark "Fat Cow" and would file all appropriate applications to protect the "Fat Cow" trademark.

#### **The Lease of the Premises**

19. In or around November 2011, Gordon Ramsay entered into a 10 year lease with A.F. Gilmore Company for the premises located at 189 The Grove Drive, Ste. 0-10, Los Angeles, California 90036 ("Premises"). The lease provided that the "Permitted Use" was an "upscale, full-service restaurant and bar operated by Gordon Ramsay serving California eclectic cuisine ..."

20. The defined "Trade Name" of the tenant, Gordon Ramsay, was "The Fat Cow." Gordon Ramsay was permitted to operate in the Premises under the Trade Name The Fat Cow "or under such Trade Name as is approved by Landlord, such approval not to be unreasonably withheld, delayed or conditioned."

21. Gordon Ramsay was expressly permitted to assign the lease to an affiliate, of which he was an owner of least 50%, that continued to operate the Premises within



the Permitted Use set forth in the Lease and under the Trade Name “The Fat Cow”, so long as advance notice was given to the Landlord.

### **Trademark Issues**

22. On or about November 11, 2011, an entity controlled by Ramsay, called Gordon Ramsay Holdings Limited Liability Company (“Gordon Ramsay Holdings”), filed a trademark application for “Fat Cow” with the United States Patent & Trademark Office (“USPTO”).

23. By February 2012, Seibel had informed Ramsay that as a result of his own investigation, he determined that there could be problems with the “Fat Cow” trademark due to an existing registered trademark filed by a Florida restaurant, “Las Vacas Gordas”, which is Spanish for “Fat Cow.”

24. Ramsay’s representatives told Seibel that “it is all under control” and “don’t you worry, I’m the trademark queen.” Ramsay’s representatives further told Seibel that although the U.S. Trademark application had not yet been approved, “there is nothing stopping us from opening under the name ‘Fat Cow’ as planned ... we will have the US mark in time for the May opening.”

25. In or around March 14, 2012, the USPTO issued a provisional full refusal of the “Fat Cow” trademark application.

26. Despite this refusal, Ramsay insisted that the restaurant proceed with the name “Fat Cow” and assured Seibel that he would handle the trademark issue.

27. By June 2012, Ramsay's representative informed Seibel that their U.S. counsel had presented to Ramsay the various options concerning the "Fat Cow" trademark and name, but Ramsay "chose not to take any action at this time."

28. Nevertheless, Gordon Ramsay continued to assure Seibel that he would take care of any trademark issue regarding the "Fat Cow" name and insisted on opening the restaurant under that name.

#### **The Fat Cow LLC**

29. On or about October 12, 2012, Seibel and GR formed Fat Cow LLC and entered into a Limited Liability Agreement ("Fat Cow LLC Agreement").

30. Under the Fat Cow LLC Agreement, Seibel and GR each own a 50% interest in the Company.

31. The purpose of the LLC was to "serve as the general partner of FCLA LP."

32. The Fat Cow LLC Agreement provided that Fat Cow LLC would have two Managers, Seibel and Gordon Ramsay (Gordon Ramsay being designated "Manager" by GR). Fat Cow LLC and its business were to be run by the Managers and "all decisions of the Managers shall be made upon unanimous consent of the Managers." Pursuant to the terms of the Fat Cow LLC Agreement, only after unanimous consent was reached by the Managers was a Manager authorized to execute documents on behalf of the Company necessary or appropriate in connection with any such decision.

#### **FCLA LP**

33. Simultaneous with forming Fat Cow LLC, the parties established FCLA LP on October 12, 2012 and entered into a Limited Partnership Agreement for FCLA

("FCLA Partnership Agreement").

34. The partners of FCLA are Seibel, GR and Fat Cow LLC. Seibel and GR are limited partners each owning a 49% partnership interest in FCLA. Fat Cow LLC is the general partner of FCLA, and owns a 2% partnership interest.

35. The business of FCLA is to operate The Fat Cow restaurant ("Fat Cow Restaurant") at the Premises. Specifically, the "Business" of FCLA is to "develop, own and operate a first class steakhouse restaurant under the name 'Fat Cow', or a variation thereof as determined by the General Partner, at the Location." (Emphasis added.) The Location is defined as "189 The Grove Drive, Ste. 0-10, Los Angeles, California 90036."

36. As set forth above and in the FCLA Partnership Agreement, in recognition of the trademark issues with "Fat Cow", the parties expressly contemplated that FCLA was to operate a restaurant under the name Fat Cow "or a variation thereof as determined by the General Partner."

37. The "full and exclusive right, power and authority to manage all the affairs and business" of FCLA was vested with the General Partner, Fat Cow LLC - an entity jointly Managed by Seibel and Gordon Ramsay that required "unanimous" consent by Seibel and Gordon Ramsay for all business decisions.

38. The FCLA Partnership Agreement provided that Fat Cow LLC would determine when additional funding was required and such funding requirements would be equally made by Seibel and GR.

39. The Partnership Agreement recognized that the General Partner, Fat Cow LLC, was granting FCLA a license to the use the mark "The Fat Cow" and "The Fat

Cow at the Grove.” This provision reflected the fact that Ramsay continued to represent to Seibel that he would be able to obtain permission to use the name “Fat Cow” and obtain trademark protection for “The Fat Cow.”

#### **The FCLA-Fat Cow License Agreement**

40. Simultaneous with executing the Fat Cow LLC Agreement and the FCLA Partnership Agreement, Fat Cow LLC and FCLA entered into a License Agreement between Fat Cow LLC and FCLA, whereby Fat Cow LLC licensed to FCLA the rights to use the Trade Name “The Fat Cow at the Grove” and the Trademark “The Fat Cow.”

41. The License Agreement was executed by Gordon Ramsay on behalf of FCLA and on behalf of Fat Cow LLC.

42. As with the FCLA Partnership Agreement, this provision reflected the fact that Ramsay continued to represent to Seibel that he would be able to obtain permission to use the name “Fat Cow” and obtain trademark protection for “The Fat Cow.”

43. However, the License Agreement made specific provisions in the event Ramsay was unable to obtain permission to use the name “Fat Cow” and obtain trademark protection for “The Fat Cow.”

44. Specifically, the License Agreement provided in Schedule A:

An affiliate of the Licensors has applied for the above trademark in the United States Patent and Trademark Office (the “USPTO”) and has received a USPTO Office Action advising that such trademark is provisionally refused because of a likelihood of confusion with the pre-existing trademark “Las Vacas Gordas”.

The Licensors intend to re-file an application containing the words “The Fat Cow” with a stylized logo. In the event that

such application is denied, or is challenged and ultimately denied or Licensor determines not to pursue such trademark application, Licensor may apply for an alternative trademark(s), in which case this Schedule A shall be amended to reflect such alternative trademark(s) applications and/or registrations, and any amended trade name(s).

Licensor cannot assure that it will obtain registration of the trademark "The Fat Cow" or any variation thereof, with or without a stylized logo. (Emphasis added.)

45. As the License Agreement recognizes, at the time Ramsay and Seibel entered into the FCLA Partnership Agreement, Fat Cow LLC Agreement, Lease Assignment and the License Agreement, Ramsay and Seibel understood that they may not be able to use the name "Fat Cow" for the restaurant and expressly provided that alternative trademark(s) would be sought if necessary. The reasonable use of such alternative trade names was also expressly permitted under the Lease.

**Ramsay Assigns the Lease of the Premises to FCLA**

46. On or about October 20, 2012, Ramsay entered into a Lease Assignment and Assumption Agreement with FCLA.

47. Under the Lease Assignment, Ramsay transferred, assigned and set over to FCLA all of Ramsay's right, title and interest in, to and under the Lease.

48. Upon information and belief, contrary to his obligations under the Lease, and in contravention of his duties to Seibel, FCLA and Fat Cow, Ramsay did not notify the Landlord of the assignment.

**Seibel Agrees to Indemnify Ramsay For Losses Under the Lease**

49. At the same time as the Lease Assignment, Seibel and Gordon Ramsay entered into an Indemnification Agreement, whereby Seibel agreed to indemnify Gordon Ramsay for 50% of any liability or damages that Gordon Ramsay incurs under the Lease.

50. Seibel was willing to enter into the Indemnification Agreement with Gordon Ramsay based on the aforementioned agreements entered into between them establishing their partnership relationship and duties of trust and loyalty to each other, as well as representations by Gordon Ramsay to Seibel that Gordon Ramsay would clear any trademark issues. Based on these agreements and representations by Gordon Ramsay to Seibel, and in recognition that the two partners would share equally in costs, expenses and profits of the restaurant, Seibel was willing to agree to indemnify Gordon Ramsay in the event there were losses or damages resulting from the Lease.

**Agreement Between FCLA and Upper Ground Enterprises to Film "Hell's Kitchen 12" at Fat Cow Restaurant**

51. FCLA and Upper Ground Enterprises, Inc. entered into an agreement ("Hell's Kitchen Agreement") whereby FCLA permitted the filming at Fat Cow Restaurant twenty (20) one-hour episodes of the television show, "Hell's Kitchen", starring Gordon Ramsay, which consists of contestants engaging in cooking contests and is broadcast during prime time domestically by the Fox Broadcasting Company as well as internationally by various other television providers. Under the Hell's Kitchen Agreement, FCLA was to provide free access to the Restaurant to record the program

and the winning contestant would work at Fat Cow Restaurant for one-year as the head chef. In exchange, Fat Cow Restaurant would be mentioned at least once every episode and there would be at least one “beauty shot” of the Restaurant in every episode.

52. At significant cost and expense to FCLA, FCLA permitted access for the recording of the Hell’s Kitchen episodes as provided in the Hell’s Kitchen Agreement in the fall of 2012.

**Ramsay Breaches His Obligations to Seibel, FCLA and Fat Cow**

53. At all times, Gordon Ramsay and GR, which is owned and controlled by Ramsay, as a partner of FCLA, had fiduciary duties of care and loyalty to Seibel, Fat Cow LLC and FCLA.

54. At all times, GR, as member of Fat Cow LLC, and Gordon Ramsay, as Manager of Fat Cow LLC, had fiduciary duties of care and loyalty to Seibel and Fat Cow LLC.

55. As the opening drew closer without resolution to the name change, and despite Seibel’s repeated suggestions that the restaurant open under another name, Ramsay refused to consider Seibel’s suggestions and insisted that the restaurant would open under the name “Fat Cow.” Ramsay continued to assure Seibel that he would take care of the trademark issue.

56. In fact, in breach of his promises to Seibel and his duties to Seibel, Fat Cow LLC and FCLA, Ramsay took no action to re-file the trademark application; took no action to file a trademark application that Fat Cow LLC could use at the Restaurant;

took no action to effectuate a change of the name of the Restaurant, and took no action to secure permission from Las Vacas Gordas to use the Fat Cow name.

57. The Fat Cow restaurant opened on September 26, 2012.

58. From October 1, 2012 through December 31, 2013 the restaurant generated positive cash flow.

59. On or about February 27, 2013, Gordon Ramsay received notice from the Landlord claiming that Gordon Ramsay was in default of the Lease in a number respects, including, but not limited to (a) that Gordon Ramsay was rarely, if ever, present in the Restaurant, and that therefore the Restaurant was not being operated by Gordon Ramsay; (b) poor quality of food; (c) assigning the Lease without providing notice to the Landlord.

60. Ramsay met with the Landlord to discuss the issues raised in the February 2013 letter. In a letter dated April 25, 2013 to Ramsay summarizing their meeting, the Landlord stated that Gordon Ramsay had made the following representations during their meeting:

You also committed to putting your name on the restaurant and said you would promptly confirm the details of doing so. I expect to hear back from you in the next week about the steps you will take to put your name on the restaurant.

61. According to the Landlord, Gordon Ramsay also made the following commitment:

Finally, we discussed the ownership structure of the restaurant and you stated you owned the restaurant with a partner but you are the sole operator. Please forward documents that confirm whether the lease has been assigned



and, if so, that show that the assignment was permitted under the terms of the lease.”

62. Ramsay’s statement to the Landlord that he was “the sole operator” of the Restaurant was legally false and contrary to the terms of the Fat Cow LLC Agreement and FCLA Partnership Agreement. Nevertheless, soon thereafter Ramsay began to act as if he was the “sole operator” of the Restaurant and began to exclude Seibel from all decisions regarding the operation of the Restaurant, refused to consult with Seibel, and make decisions on behalf of FCLA and Fat Cow regarding the Restaurant without Seibel’s consent and in violation of the FCLA Partnership Agreement and Fat Cow LLC Agreement.

63. When he received a copy of the letter, Seibel informed Gordon Ramsay again that he consented to changing the name of the Restaurant, particularly in light of the trademark issues with Las Vacas Gordas. Gordon Ramsay specifically and expressly informed Seibel that he would take all necessary steps to effectuate the change of the name of the Restaurant. In the meantime, Gordon Ramsay told Seibel once again that he would take care of any and all issues regarding the Fat Cow trademark to the extent necessary.

64. Ramsay never took any steps to change the name of the Restaurant.

65. Gordon Ramsay had further secret negotiations and discussions with the Landlord that he concealed from Seibel, FCLA and Fat Cow.

66. On or about April 22, 2013, Ramsay received notice from a restaurant in Florida, Las Vacas Gordas, claiming that the Fat Cow Restaurant was infringing their

mark “Las Vacas Gordas” and demanded that Ramsay either cease and desist from further use of the trade name “Fat Cow” or enter into a License Agreement with Las Vacas Gordas.

67. On or around September, 2013, in exchange for a payment of \$10,000.00, Ramsay obtained permission until February 28, 2014 from Las Vacas Gordas to continue to use the trade name Fat Cow in the operation of the Restaurant.

68. The reason Ramsay only sought an extension until February 28, 2014 is because Ramsay was prohibited by a prior agreement with The Blackstone Group (“Blackstone”) from opening or operating any restaurant bearing his name in a geographic area that included the Premises until after February 2014.

69. As a result, Ramsay could have fulfilled his duties to Seibel, Fat Cow LLC, FCLA, Blackstone, and the Landlord, as well as satisfying any concern of Las Vacas Gordas, by changing the Fat Cow Restaurant name to “The Cow By Gordon Ramsay” effective at any time after February 28, 2014.

70. But Ramsay took no action to fulfill his duties. Despite his prior assurances and promises to Seibel, Ramsay took no action after September, 2013 to enter into a license agreement with Las Vacas Gordas, or obtain a further extension from Las Vacas Gordas, to apply for a new trade name for the restaurant, or take any action to change the name of the Restaurant.

71. Instead, in a dramatic money grab and breach of his fiduciary obligations to Seibel, Fat Cow LLC and FCLA, Gordon Ramsay began taking steps to secretly shut down Fat Cow Restaurant, using the trade mark issue as his straw man excuse, and

open a new restaurant at the Premises without Seibel, FCLA and Fat Cow LLC that utilized his name.

72. Ramsay's wrongful and secret unilateral actions were in breach of the FCLA Partnership Agreement and Fat Cow LLC Agreement, and were intended to enrich himself, at the expense of Seibel, FCLA and Fat Cow LLC.

73. To effectuate his wrongful scheme, on or about June 12, 2013, Ramsay's entity, Gordon Ramsay Holdings, filed an application with the United States Patent and Trademark Office ("USPTO") for the word mark "The Cow By Gordon Ramsay" to be used for restaurant and bar services.

74. Ramsay did not disclose to Seibel, FCLA or Fat Cow LLC that any such application had been filed or that he intended to use the name "The Cow By Gordon Ramsay" as the new name for the Restaurant. In fact, Ramsay secretly filed the trademark application because he intended to close the Fat Cow Restaurant, steal the restaurant location, Premises and Seibel's investment for himself, and open a new restaurant at the Premises without Seibel, FCLA and Fat Cow LLC.

75. Ramsay subsequently filed additional trademark applications with the USPTO for additional names he considered using for a new restaurant at the Premises.

76. Ramsay could have fulfilled his duties to Seibel, Fat Cow LLC, FCLA, Blackstone, and the Landlord, as well as satisfying any concern of Las Vacas Gordas, by changing the Fat Cow Restaurant name to "The Cow By Gordon Ramsay" or another name acceptable to Ramsay and Seibel. Instead, the applications were intended to benefit Ramsay's new restaurant.

77. Ramsay engaged in further breaches of his fiduciary obligations to Seibel, Fat Cow LLC and FCLA, and took additional unauthorized and unilateral actions on behalf of Fat Cow and FCLA, all as part of his plan to loot and then close Fat Cow Restaurant, and exclude Seibel from any benefit relating thereto.

78. Ramsay took action to misappropriate the assets of FCLA and Fat Cow LLC, the Lease, the refurbished Premises, and other corporate opportunities, and to establish a new restaurant at the Premises that would benefit from Seibel, FCLA and Fat Cow LLC's investments in Fat Cow Restaurant, but that Ramsay would own and operate without Seibel, FCLA and Fat Cow LLC and for which Ramsay would not have to share profits with Seibel.

79. On information and belief, Andi Van Willigan ("Van Willigan") was employed by Ramsay's entity, Gordon Ramsay Holdings, and worked with Ramsay in connection with his "Hell's Kitchen" and "Kitchen Nightmares" television programs. Van Willigan was originally going to be a partner with Ramsay in the Fat Cow Restaurant.

80. However, upon finalizing their partnership, Ramsay and Seibel agreed that Van Willigan would not be a partner in FCLA nor would she be employed by or provide services to FCLA, Fat Cow LLC or Fat Cow Restaurant.

81. In or around the summer of 2013, Gordon Ramsay stated that Van Willigan would be working at the Fat Cow Restaurant. Unbeknownst to Seibel, Gordon Ramsay's insistence that Van Willigan work at the restaurant was so that Van Willigan could assist Ramsay in his secret plan to loot the Restaurant and close it.

82. Seibel lacked confidence in Van Willigan's abilities and her fiscal aptitude, a feeling apparently shared by Ramsay as evidenced by Ramsay's prior termination of Van Willigan in connection with other Ramsay restaurants. Seibel objected to Van Willigan's employment at the Restaurant and advised Ramsay that under no circumstances would Van Willigan be compensated by FCLA or Fat Cow LLC.

83. Contrary to Seibel's direction, and without authority and without Seibel's consent, Ramsay caused FCLA to compensate Van Willigan in an amount of \$10,000.00 per month.

84. Van Willigan took numerous actions at the Restaurant, at Ramsay's instructions, to effectuate his secret plan to loot and then close the Restaurant.

85. In or around December 24, 2013, Ramsay's counsel informed Seibel's counsel that Ramsay intended to close the Restaurant, claiming Ramsay was required to do so because the trademark agreement with Las Vacas Gordas expired on February 28, 2014. At no time did Ramsay seek Seibel's consent to closing the Restaurant.

86. At no time, did Seibel consent to closing the Restaurant.

87. On or about December 26, 2013, Seibel's counsel informed Ramsay's counsel that Seibel did not consent to closing the Restaurant. Seibel further requested a meeting with Ramsay to discuss numerous business matters concerning the Restaurant.

88. Ramsay refused to meet with Seibel. Instead, Ramsay continued to take unilateral and unauthorized actions.

89. On or about December 27, 2013, at Ramsay's instruction but without Seibel's consent, Van Willigan informed the staff at Fat Cow Restaurant that the Restaurant would be closing.

90. Seibel immediately informed Ramsay that he did not authorize the closing of the Restaurant, did not authorize anyone to inform employees that the Restaurant would be closing, and that Ramsay should correct the misinformation that had been communicated to the staff at Ramsay's request.

91. Ramsay did not correct the misinformation. Ramsay continued to take unauthorized action to close the Restaurant and misappropriate its assets and opportunities.

92. On or about January 27, 2014, Ramsay caused to be issued a WARN Notice, formally notifying the employees of the Restaurant that the Restaurant would be closing in sixty (60) days.

93. There was no valid business reason to close Fat Cow Restaurant. Through year-end 2013, when Ramsay unilaterally and incorrectly notified employees that the Restaurant would be closing and, as a result, it became known to the public that the Fat Cow Restaurant would be closing, Fat Cow Restaurant was generating positive cash flow. Subsequent to informing staff, media and others that the restaurant was closing, the cash flow deteriorated.

94. Ramsay also breached his duties to Seibel, FCLA and Fat Cow LLC by misappropriating the Hell's Kitchen Agreement.

95. Ramsay personally benefits from the broadcast of the Hell's Kitchen episodes. Knowing that he stood to personally benefit from the broadcasts, Ramsay inducing FCLA and Fat Cow LLC to enter into and/or agree to the Hell's Kitchen Agreement in exchange for the promise of promotional benefits that FCLA and Fat Cow LLC would receive.

96. In breach of his obligations to Seibel, FCLA and Fat Cow, Ramsay secretly plotted to close Fat Cow Restaurant so that it would never receive the benefits of the Hell's Kitchen Agreement, and Ramsay misappropriated for his personal benefit the consideration due to FCLA and Fat Cow under the Hell's Kitchen Agreement, and intends to use his new restaurant as the promotional beneficiary of the Hell's Kitchen Agreement.

97. Under the Hell's Kitchen Agreement, the episodes were recorded in the fall of 2012 at Fat Cow Restaurant, causing the Restaurant to incur significant expenses, interruptions of service and loss of revenue.

98. The episodes recorded, however, did not begin to air until March 2014. Because Ramsay had unilaterally and without permission or authority announced the closing of Fat Cow Restaurant prior to March 2014, Ramsay secretly agreed with Upper Ground Enterprises and Fox Broadcasting to delete all references to "Fat Cow" from the episodes. Upon information and belief, the winning contestant will be hired as head chef of the new restaurant that Ramsay is opening without Seibel, FCLA and Fat Cow LLC in the Premises, with misappropriated assets of FCLA and Fat Cow.

99. Ramsay's television programs are his most lucrative enterprises. Ramsay was willing to sacrifice FCLA and Fat Cow LLC, and act contrary to their interests and his duties to those Entities and Seibel, to benefit himself and his television programs.

100. Ramsay caused Fat Cow LLC and FCLA to enter into the Hell's Kitchen Agreement and allow the filming of Hell's Kitchen at Fat Cow Restaurant to benefit himself at FCLA's and Fat Cow LLC's expense and exposure. FCLA and Fat Cow LLC did not receive any consideration under the Hell's Kitchen Agreement because Ramsay wrongfully acted to close the Fat Cow Restaurant, and allowed and/or caused Upper Ground Enterprises and Fox Broadcasting to breach the Hell's Kitchen Agreement by removing any mention of Fat Cow from the broadcasts.

101. Upon information and belief, Ramsay entered into a new agreement with Upper Ground Enterprises, Inc. to allow the removal of any mention of Fat Cow Restaurant from the episodes, and to promote his new restaurant venture instead, thereby once again misappropriating corporate assets and opportunities from FCLA and Fat Cow LLC to enrich himself.

102. Unbeknownst to Seibel, FCLA and Fat Cow LLC, in addition to the Hell's Kitchen Agreement, Ramsay took additional steps to misappropriate the assets and contracts of FCLA and Fat Cow LLC for his personal benefit.

103. Ramsay caused FCLA and Fat Cow LLC to train numerous employees of his personal ventures and or independent contractors who did work for his lucrative television programs. There were no business reason for FCLA and Fat Cow LLC to train these individuals and FCLA and Fat Cow LLC received no benefit from the



training. In fact, Ramsay's employees engaged in numerous acts of egregious misconduct with regard to employees of FCLA that caused significant personnel issues for FCLA.

104. Gordon Ramsay caused FCLA to hire a designer who was also performing work on Gordon Ramsay's home without disclosing to Seibel the existence of the personal relationship.

105. On January 24, 2014, Gordon Ramsay Holdings Limited Liability Company filed another application with the United States Patent and Trademark Office for the word mark "Gordon Ramsay at the Grove" to be used for restaurant and bar services.

106. On January 24, 2014, Gordon Ramsay Holdings Limited Liability Company filed another application with the United States Patent and Trademark Office for the word mark "GR Roast" to be used for restaurant and bar services.

107. Upon information and belief, Ramsay decided he would not use the previously registered name, "The Cow By Gordon Ramsay" for the new restaurant, and instead intends to open a new Restaurant at the Premises under the trade name "Gordon Ramsay at the Grove" or "GR Roast."

108. The new Restaurant will use the kitchen, furniture and fixtures paid in a large part by Seibel, Fat Cow LLC and FCLA. The new Restaurant will use the staff that was trained with funds paid for by Seibel, Fat Cow LLC and FCLA.

109. In February 2014, just weeks before Ramsay was forcing the Restaurant to close, Van Willigan, at Ramsay's instructions and without Seibel's consent, hired "bar

consultants” paid for by FCLA to “consult” allegedly for the benefit of FCLA notwithstanding that Ramsay was closing the Restaurant shortly thereafter. The “bar consultants” were paid almost \$3,000.00. There is no valid business reason for a restaurant that is closing within weeks to hire “bar consultants.” Ramsay caused the “bar consultants” to be hired for the sole benefit of the new restaurant he was secretly plotting to open and, through Van Willigan, caused the “bar consultants” to be wrongfully paid for by FCLA.

110. Throughout late 2013 and 2014, despite Seibel’s repeatedly informing Ramsay that Ramsay’s unilateral and unauthorized actions are contrary to the parties’ Agreements, and despite Seibel’s requests that Ramsay meet with him to attempt to save the Fat Cow Restaurant, in breach of this duties to Seibel, FCLA and Fat Cow LLC, Ramsay has refused to meet or consult with Seibel and refused to retrack any of his unauthorized actions. Instead, Ramsay has now successfully forced the Fat Cow Restaurant to close and is moving ahead with his new restaurant at the Premises with the asset he misappropriated from FCLA and Fat Cow LLC.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**AGAINST DEFENDANTS RAMSAY AND GR**  
**(Breach of Fiduciary Duty and Self Dealing)**

111. Plaintiffs repeat, reiterate and reallege each and every allegation contained above as if fully set forth at length herein.

112. At all times, GR, owned and controlled by Ramsay, as a partner of FCLA, had fiduciary duties of care and loyalty to Seibel, Fat Cow LLC and FCLA.

113. At all times, GR as member, and Ramsay as Manager of Fat Cow LLC, had fiduciary duties of care and loyalty to Seibel and Fat Cow LLC.

114. GR and Ramsay owed a duty to Seibel, FCLA and Fat Cow LLC to conduct business in the best interests of FCLA and Fat Cow LLC.

115. GR and Ramsay owe Seibel, FCLA and Fat Cow LLC a duty of good faith, loyalty, and that degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances.

116. GR and Ramsay have breached their fiduciary duties in the manners set forth above, including but not limited to:

- a. Failing to properly filed trademark application(s) with regard to “The Fat Cow” and related logos;
- b. Failing to attempt to negotiate a trademark license with Las Vacas Gordas or attempt to negotiate an extension to continue to operate the Restaurant under the name The Fat Cow;
- c. Refusing to operate the Restaurant under any name other than The Fat Cow;
- d. Submitting trademark applications for names that would be used for Ramsay’s new restaurant, but which Ramsay and GR refused to allow to be used for the Restaurant;
- e. Misappropriating the Lease that was assigned to FCLA to Ramsay and or entity(ies) controlled by Ramsay;

- f. Misappropriating the capital improvements paid for by Seibel, FCLA and Fat Cow LLC at the Premises for use in Ramsay's new restaurant;
- g. Misappropriating the staff and the expenses incurred training the staff at Fat Cow Restaurant for Ramsay's new restaurant;
- h. Secretly negotiating with Landlord against Fat Cow LLC and FCLA's interests and to benefit Ramsay personally and his personally controlled entity(ies);
- i. Misappropriating the Hell's Kitchen Agreement from FCLA to Ramsay and or entity(ies) controlled by Ramsay;
- j. Secretly negotiating with Upper Ground Enterprises and Fox against Fat Cow LLC and FCLA's interests and to benefit Ramsay personally and his personally controlled entity(ies);
- k. Refusing to communicate or meet with Seibel on business matters and decisions that required unanimous consent;
- l. Taking unauthorized and unilateral actions on behalf of FCLA and Fat Cow LLC without Seibel's consent, including, but not limited to actions to close Fat Cow Restaurant; issuing the WARN Notice; hiring and compensating Van Willigan; and entering into negotiations and agreements with the Landlord and Upper Ground Enterprises;

117. Based on the foregoing, Plaintiffs are entitled to compensatory and punitive damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**AGAINST DEFENDANTS**  
**(Fraud and Misappropriation)**

118. Plaintiff repeats and realleges each and every allegation set forth above as though fully set forth herein at length.

119. Ramsay made numerous fraudulent misrepresentations and/or material omissions of fact which were false and known to be false by Ramsay.

120. Ramsay's misrepresentations were made for the purpose of inducing Seibel to invest over \$800,000.00 with Ramsay, FCLA and Fat Cow LLC, and to induce Seibel into believing that Ramsay continued to act in the best interests of FCLA and Fat Cow LLC.

121. Seibel justifiably relied on Ramsay's misrepresentation and/or material omissions in deciding to enter into the FCLA Partnership Agreement, Fat Cow LLC Agreement and to invest over \$800,000.00 with Ramsay in FCLA and Fat Cow LLC.

122. To hide his fraud, Ramsay continued to make misrepresentations to Seibel that he was acting in Fat Cow and FCLA's best interests, such as, for instance, informing Seibel that he was going to take all necessary steps to make certain the Restaurant could operate under the name "Fat Cow", to remedy any allegations by Las Vacas Gordas that

the use of "Fat Cow" infringed their trademark, and also to change the name of the Restaurant.

123. After Seibel invested in FCLA and Fat Cow, Ramsay began conducting business on FCLA and Fat Cow LLC's behalf without Seibel's authorization and contrary to the interests of FCLA and Fat Cow LLC.

124. Ramsay misappropriated for his personal benefit the corporate opportunities and assets of FCLA and Fat Cow LLC, including the assignment of the Lease, the Upper Ground Enterprise Agreement.

125. To hide his fraud from Seibel, Ramsay did not disclose to Seibel that was filing trademark applications for names that we would not use for the Restaurant, but rather use for his new restaurant. Ramsay also did not disclose to Seibel that he had secret negotiations and agreements with the Landlord and Upper Ground Enterprises that resulted in misappropriation of FCLA and Fat Cow LLC assets and opportunities.

126. Ramsay intended to misappropriate and did misappropriate all of Seibel's investment in FCLA and Fat Cow LLC.

127. By reason of the foregoing, punitive damages are warranted to punish Defendants for conduct that exhibits a high degree of moral culpability and manifests a willful, wanton or reckless disregard for the rights of others.

128. By reason of the foregoing, Seibel has been personally damaged in an amount to be determined at trial, but in no event less than \$10 million, exclusive of punitive damages, attorneys' fees, attorneys' fees, costs, interest and disbursements.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Conversion)**

129. Plaintiff repeats and realleges each and every allegation set forth above as though fully set forth herein at length.

130. Defendants are in possession of property that rightly belongs to Plaintiff.

131. Defendants received possession of Seibel, FCLA and Fat Cow LLC's funds and property, without authority, intentionally exercised control over those funds and property in such a manner as to interfere with FCLA, Fat Cow LLC and Seibel's right of possession.

132. Defendants obtained funds and property from FCLA, Fat Cow LLC and Seibel that, in good conscience, should not be retained by Defendants and that belong to Plaintiffs.

133. By reason of the foregoing, punitive damages are warranted to punish Defendants for conduct that exhibits a high degree of moral culpability and manifests a willful, wanton or reckless disregard for the rights of others.

134. By reason of the foregoing, FCLA, Fat Cow LLC, and Seibel has been personally damaged in an amount to be determined at trial, but in no event less than \$10 million, exclusive of punitive damages, attorneys' fees, attorneys' fees, costs, interest and disbursements.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**AGAINST DEFENDANTS**  
**(Breach of Contract)**

135. Plaintiffs repeat, reiterate and reallege each and every allegation contained above as if fully set forth at length herein.

136. As set forth in detail above, Ramsay breached several provisions of the FCLA Partnership Agreement and the Fat Cow LLC Agreement by, among other things, taking actions on behalf of the entities without unanimous consent.

137. By reason of the foregoing, Seibel, FCLA and Fat Cow LLC have been damaged in an amount to be determined at trial, but in no event less than \$10 million, exclusive of attorneys' fees, costs, interest and disbursements.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**AGAINST DEFENDANTS**  
**(Unjust Enrichment)**

138. Plaintiffs repeat, reiterate and reallege each and every allegation contained above as if fully set forth at length herein.

139. Ramsay received possession of Seibel, FCLA and Fat Cow LLC's funds and property, without authority, that will enrich Ramsay and benefit his new restaurant.

140. Ramsay obtained funds and property from FCLA, Fat Cow LLC and Seibel that, in good conscience, should not be retained by Ramsay and that belong to Plaintiffs.



141. By reason of the foregoing, FCLA, Fat Cow LLC, and Seibel has been personally damaged in an amount to be determined at trial, but in no event less than \$10 million, attorneys' fees, attorneys' fees, costs, interest and disbursements.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**AGAINST DEFENDANTS**  
**(Fraud in the Inducement)**

142. Plaintiffs repeat, reiterate and reallege each and every allegation contained above as if fully set forth at length herein.

143. Ramsay fraudulently induced Seibel to enter into the FCLA Partnership Agreement, the Fat Cow LLC Agreement, and the Indemnification Agreement, based on his repeated misrepresentations that (1) the Fat Cow trademark was under control; (2) that he would handle any and all trademark issues related to Restaurant; and (3) if such trademark issues could not be remedied, he would effectuate a change in the name of the Restaurant.

144. Ramsay's misrepresentations were intentional and intended to induce Seibel to invest money in the Restaurant.

145. Ramsay's misrepresentations were intentional and intended to induce Seibel to invest money in the Restaurant and enter into the aforementioned Agreements.

146. Seibel relied upon Defendants' misrepresentations regarding the name of the Restaurant and the trademark issues when he agreed to enter into the Agreements and invest in the Restaurant.

147. In order to conceal his misrepresentations, Ramsay secretly filed new trademark applications for new names that he would use only for his new restaurant, but would not use for the parties' Restaurant.

148. As a result of the fraudulent misrepresentations and concealment, Seibel continued to fund FCLA and Fat Cow LLC, not knowing that Ramsay had made material misrepresentations to Seibel and was concealing his intention to close the Restaurant.

149. Based on the foregoing, Seibel is entitled to compensatory damages, in an amount to be determined at trial, but not less than \$800,000.00, exclusive of punitive damages, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper.

**WHEREFORE**, Plaintiffs respectfully demand judgment against Defendants as follows:

(a) On their First Cause of Action, compensatory and punitive damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(b) on their Second Cause of Action, compensatory and punitive damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(c) on their Third Cause of Action, compensatory and punitive damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(d) on their Fourth Cause of Action, compensatory damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(e) on their Fifth Cause of Action, compensatory damages, in an amount to be determined at trial, but not less than \$10 million, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(f) on their Sixth Cause of Action, compensatory and punitive damages, in an amount to be determined at trial, but not less than \$800,00.00, with pre-judgment interest, attorneys' fees and costs, and such other relief as this Court may deem proper;

(g) awarding Plaintiffs attorneys' fees, costs and disbursements; and

(h) granting Plaintiffs such other and further relief as this Court may  
deem just, equitable and proper.

Dated: East Meadow, New York  
April 2, 2014

CERTILMAN BALIN ADLER & HYMAN, LLP

By: 

Paul B. Sweeney, Esq.

*Attorneys for Plaintiffs*

90 Merrick Avenue – 9th Floor  
East Meadow, New York 11554  
(516) 296-7000

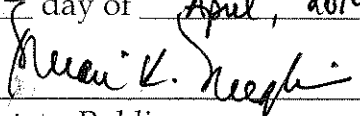
VERIFICATION

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK)

**ROWEN SEIBEL** being duly sworn, deposes and says:

1.       I am the Plaintiff in the within action.
2.       I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: books, records, papers, and documents.

  
\_\_\_\_\_  
ROWEN SEIBEL

Sworn to before me this  
22<sup>nd</sup> day of April, 2014  
  
\_\_\_\_\_  
Notary Public

BRIAN K. ZIEGLER  
NOTARY PUBLIC, State of New York  
No. 30-4763377  
Qualified in Nassau County  
Commission Expires June 30, 2014

ROWEN SEIBEL, Individually and on behalf of FCLA, LP and THE FAT COW, LLC,  
Plaintiffs,

-against-

GORDON RAMSAY and G.R. US LICENSING, LP,  
Defendants,

and

FCLA, LP and THE FAT COW, LLC,  
Nominal Defendants.

**SUMMONS AND VERIFIED COMPLAINT**

**CERTILMAN BALIN ADLER & HYMAN, LLP**  
*Attorney(s) for* **Plaintiffs**

*Office and Post Office Address, Telephone*

90 MERRICK AVENUE, 9TH FLOOR  
EAST MEADOW, NEW YORK 11554  
(516) 296-7000  
FAX (516) 296-7111

To

To the best of the undersigned's knowledge,  
information and belief, formed after an inquiry  
reasonable under the circumstances, the within  
documents and contentions contained herein are  
not frivolous as defined in 22 NYCRR 130-1.1-a.

Dated: .....

Attorney(s) for .....

**PLEASE TAKE NOTICE:**

☐ NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on

of which the within is a true copy  
one of the judges of the

Dated, ..... at ..... M.

Yours, etc.

**CERTILMAN BALIN ADLER & HYMAN, LLP**