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March 16, 2016

By ECF and Hand Delivery

The Honorable Shira A. Scheindlin
United States District Court Judge
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: *MeehanCombs Global Credit Opportunities Master Fund, LP, et al. v. Caesars Entm't Corp., et al.*, No. 14-cv-7091 (SAS)

***BOKF, N.A. v. Caesars Entm't Corp.*, No. 15-cv-1561 (SAS)**

***UMB BANK, N.A. v. Caesars Entm't Corp.*, No. 15-cv-4634 (SAS)**

Dear Judge Scheindlin:

On behalf of the plaintiffs in the MeehanCombs action (the "MeehanCombs Plaintiffs"), we write in response to the March 14, 2016 letter sent to the Court by counsel for BOKF and UMB concerning the trial currently scheduled to commence on May 9, 2016.

As BOKF and UMB acknowledge, the MeehanCombs Plaintiffs do not support their proposal to try the MeehanCombs, Danner, BOKF, and UMB actions together as part of the May 9 trial. Our clients' position is based principally on their desire to focus the May 9 trial on the two issues that we believe are most important to the MeehanCombs and Danner plaintiffs: (i) the August 2014 transaction (the "August Transaction"), through which CEC purported to remove its guarantee from the indenture governing the notes at issue in the MeehanCombs and Danner actions (the "Indenture"); and (ii) CEC's affirmative defense that, even if the August Transaction violated the Trust Indenture Act or the Indenture, such violation is irrelevant because CEC allegedly ceased to own "substantially all" of CEOC's voting shares as defined in Regulation S-X following the May 2014 transactions, thereby resulting in a release of its guarantee. Consistent with our prior correspondence, the MeehanCombs Plaintiffs are prepared to be bound by whatever result the BOKF and UMB jury reaches concerning the "out of court restructuring" issue and the claim that the May 2014 transactions themselves violated CEC's duty of good faith and fair dealing.

We are hopeful that by limiting the May 9 trial in the manner described above, we can finish the trial within the two week period that we understand has been scheduled by the Court. We are also mindful of the Court's prior rulings regarding consolidation. If,

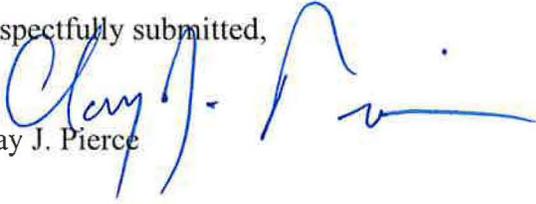
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on the other hand, the BOKF and UMB cases are tried together with the MeehanCombs and Danner actions, the May 9 trial will require substantial additional time. In addition, the proposed joint trial may make it difficult for the jury keep track of issues specific to our clients and Mr. Danner from those underlying BOKF and UMB's claims relating to the May transactions.¹ In sum, we believe that separating the trials will cause less inconvenience for all parties.

We are available to discuss the foregoing issues at any time convenient for the Court.

Respectfully submitted,


Clay J. Pierce

cc: All counsel of record (via ECF)

¹ Although BOKF and UMB are correct that the MeehanCombs Plaintiffs previously requested a joint trial, that request was based on the prospect of BOKF and UMB trying issues that are central to the MeehanCombs Plaintiffs' case without our participation. MeehanCombs ECF No. 90. Because the BOKF and UMB trial was stayed by the Bankruptcy Court, that is no longer a concern. It should also be noted that under our proposal, the MeehanCombs Plaintiffs will not be trying the issues central to BOKF and UMB's case (*i.e.*, the out of court restructuring or the May good faith and fair dealing claims) without BOKF and UMB's participation.