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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**

8 Joseph Stiers
9 Plaintiff,
10 v.

11 Caesars Entertainment Corporation,
12 Caesars Entertainment Operating
13 Company, and Caesars Interactive
14 Entertainment

15 Defendants.

2:18-cv-01042-RFB-CWH

Plaintiff's Complaint for
Equitable Damages, Punitive
Damages, and Request for
Injunctive Relief

Jury Trial Demanded

16 **I. NATURE OF THE CASE**

17 1. I, Joseph Conor Stiers, bring this action as an individual against
18 Defendants, Caesars Entertainment Corporation ("CEC"), Caesars Entertainment
19 Operating Company ("CEOC"), and Caesars Interactive Entertainment, Inc.
20 ("CIE"). This complaint seeks equitable and injunctive relief for my eviction from
21 the 2017 World Series of Poker Main Event when I had 630,000 chips on Day
22 three of the tournament. This complaint additionally seeks damages for false and
23 misleading advertisements that induced me to pursue a decade of training and
24 participation in the World Series of Poker (WSOP), sacrificing a lucrative and
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1 stable career. Finally, this complaint seeks punitive damages for the conversion of
2 my \$10,000 entry fee and 630,000 in tournament chips and the tortious
3 interference with my course of dealing with the World Series of Poker leading to
4 the loss of livelihood.
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6 **II. JURISDICTION and PARTIES**

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8 2. Defendants, CEC, CEOC, and CIE are incorporated in Delaware with
9 principal places of business in Las Vegas, Nevada.

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11 3. CEOC is a wholly owned subsidiary of CEC and CIE is 96% owned by
12 CEC.

13 4. CIE owns the brand World Series of Poker (“WSOP”).

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15 5. CEOC and/or CEC employ World Series of Poker Tournament Director
16 Jack Effel and several unknown employees relevant to this complaint.

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18 6. Plaintiff, Joseph Stiers is a resident of Maryland. The original jurisdiction
19 of this Court is proper pursuant to 28 U.S.C. § 1332 because of diversity of
20 citizenship and the amount in controversy exceeds \$75,000.
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22 **III. FACTUAL ALLEGATIONS**

23 7. On July 11, 2017, I paid the Defendants \$10,000 at the Rio Hotel and
24 Casino to enter the 2017 World Series of Poker Main Event. I began play on July
25 11 and received 50,000 tournament chips in exchange for my \$10,000. I played for
26 three days between July 11 until around 6:00 PM on July 14 in which I increased
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1 my tournament chips from 50,000 to around 630,000 chips. When I left for dinner
2 break on July 14, I was one of the overall leaders of the event, which paid eight-
3 million to the winner and over one-million dollars to each of the top nine finishers
4 and cash prizes for all players in the top 15% of the field. I was in the top nine in
5 total chips at this time.
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8 8. As I exited the convention room, I was ambushed in the hallway by
9 several Caesars Entertainment Security Personnel, Las Vegas Police, and
10 Tournament Director Jack Effel. I was grabbed, handcuffed, and quickly moved
11 into a private room. The nature of this ambush was clearly preplanned to occur at
12 the dinner break to avoid other players observing this event.
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15 9. At this time, I was informed that I was being removed from the
16 tournament and my chips would be removed from play. I would not receive equity
17 for the 630,000 chips I had accumulated or a refund for my \$10,000 entry fee. I
18 was told the reason for my removal was I was trespassed from all Caesars
19 properties.
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22 10. Although Caesar's personnel claim that I was trespassed at Caesars
23 properties since December 2013, the legitimacy and legality of defendant CEC's
24 nationwide trespass policy is unclear and its existence has been denied by CEC
25 representatives in other instances. I continued to play in World Series of Poker
26 events because my career as a professional tournament poker player was dependent
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1 on being able to participate in the WSOP. The WSOP brand has monopolized all of
2 the highest value poker events in the United States and it is extremely difficult to
3 make it as a tournament pro without being allowed to participate in the highest
4 value events. I had cashed for smaller amounts of money in prior WSOP events,
5 including the 2016 Main Event for around \$16,000. I paid over \$200,000 in entry
6 fees at the World Series of Poker between 2013 and 2017. The Defendants' pattern
7 of accepting my money and honoring my payouts when payouts were small led me
8 to believe that Caesars would honor future payouts for tournaments where I had
9 paid for my admission. Caesars/WSOP had always accepted my money and
10 retained my money when I was *losing* poker tournaments, which totaled to over
11 \$200,000, but only enforced this trespass eviction during a tournament when I was
12 in position to *win* up to \$8 million dollars and had around \$150,000 in current chip
13 equity.
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19 11. The Defendants' long-term course of conduct allowed them to extract
20 over \$200,000 of my money without any intention of holding up their end of the
21 deal if I were to succeed in winning a WSOP event. Gamblers refer to this
22 behavior as "freerolling." It is a form of fraud. As a result of the Defendants'
23 actions, I lost over \$100,000 and my career as a professional tournament poker
24 player.
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1 8. Further, the Defendants' decision to trespass me from the Rio Hotel where
2 the World Series of Poker is played denied me the right to participate in all WSOP
3 events held there. This runs contrary to a decade-long television advertising
4 campaign that aired on ESPN during the broadcasts of the WSOP in which they
5 state that anyone with \$10,000 can participate in the WSOP. The advertisements
6 strongly promote the WSOP as an "every man's sport" where anyone who
7 dedicates themselves to poker has the potential to become a champion.
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11 IV. CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 Breach of Contract

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15 9. On July 11, 2017, I paid \$10,000 at the cage of the Rio Hotel and Casino
16 for entry into the 2017 World Series of Poker Main Event. I made this payment
17 assuming that I would be competing for the eight million-dollar first prize and
18 other significant prizes paid out to the top 15% of competitors. This payment
19 represented a familiar course of dealing between myself and the World Series of
20 Poker dating back to my first entries in 2005.
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23 10. The Defendants' action of evicting me from the tournament and
24 removing my chips from play represents an unprecedented departure from the
25 normal course of dealing between myself and the World Series of Poker and the
26 industry standard for poker tournaments. While some casinos occasionally tell
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1 skilled blackjack players that they are not allowed on the property, this is rarely
2 enforced on poker players because the casino does not stand to lose money because
3 they take a flat 10-20% of poker tournament entry fees. Unlike other casino games,
4 poker players play against each other, not the house. Further, it is unheard of to
5 evict an innocent poker player midway through a tournament with so much money
6 on the line and offer no refund or compensation.
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10 11. As a direct a result of the Defendants' actions, I was deprived of
11 approximately \$150,000 in chip equity and significantly hindered in my livelihood
12 as a professional poker player. Additionally, while I competed in WSOP events,
13 the Defendants' strung me along for two years, allowing me to play and contribute
14 money for two full Summers' worth of events, working nearly 80-hour weeks,
15 seven days a week, renting housing from late May through mid-July. All this was
16 done under Defendant's representation that, as a competitor, I had a fair chance to
17 win these WSOP events. My July 14, 2017 eviction indicates that the Defendants
18 would have evicted me as soon as I had a successful World Series of Poker
19 performance, yet they were content to continue collecting my money while I was
20 unsuccessful. Jack Effel indicated that this was true when he spoke with me on
21 July 14, stating the only reason I was allowed to participate and get paid in the
22 2016 WSOP Main Event was because CEC staff was unaware of my participation.
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1 But in fact, they were deliberately unaware of my participation because I never had
2 a chipleader's stack.
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4 12. Thus, unbeknown to me, if I had ever gotten to a point where I had a
5 strong chance of being very successful in any of the WSOP events, the Defendants
6 would have evicted me at any time and robbed me of my prize money. This policy
7 of turning a blind eye when I was losing and then evicting me when I was winning
8 caused me to be defrauded out of over \$50,000 in additional entries in 2017. As
9 explained, I rightfully assumed that I could continue to play WSOP events based
10 largely upon my 2016 payout. I can barely explain the tremendous amount of pain
11 Defendants caused me when I realized that years of my hard work and dedication
12 were for nothing, that they had deliberately and maliciously cheated me out of my
13 money.
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18 **SECOND CAUSE OF ACTION**

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20 **Restitution / Unjust Enrichment**

21 13. I plead this cause of action in the alternative to breach of contract.
22 Defendants CEC and CIE claim the contract was void because I entered the
23 tournament using my first and middle name instead of my first and last name; this,
24 despite the fact that several other competitors enter WSOP events using variations
25 of their legal names, just as I did.
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1 14. Regardless, the Defendants refused to even refund my initial \$10,000
2 entry fee and entry fees for other events I entered under similar circumstances. If
3 these poker tournament contracts are void due to a variation in my name on my
4 entry, as Defendants claim, then they should be void from the beginning.
5 Defendants are not entitled to keep my entry fees because they did not live up to
6 their end of the bargain.
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9 15. Further, I am aware of at least one other trespassed player who entered
10 the 2017 WSOP events. Likely there are others. The Defendants' policy of
11 trespassing players on the verge of winning, but allowing losing players to keep
12 throwing their money away on entry fees for events they will never be allowed to
13 win, allows the Defendants to continuously benefit from their own fraud. Because
14 tournament wins are a rare event, this adds up to years' worth of wasted
15 tournament entry fees, time, and effort. I paid the Defendants over \$200,000 for a
16 service / contract that that I now realize they never intended to honor. Restitution is
17 required of the Defendants, as is punitive damages to prevent them from harming
18 other poker players as they have me.
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23 **THIRD CAUSE OF ACTION**

24 **Conversion**
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1 16. Defendants CEC and CIE retained the previously mentioned \$10,000
2 that was paid to them for my participation in the World Series of Poker main event
3 until completion.
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5 17. I was not allowed to complete the tournament nor was I paid the equity
6 for the 630,000 chips I had accumulated. When I was trespassed from the property,
7 the Defendants removed my chips from play rather than the standard absent player
8 policy of leaving the chips in play and letting me gradually blind out, which would
9 have certainly resulted in a finish within at least the top ten percent of the field,
10 which would have resulted in a payout of at least \$20,000.
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12 18. Even as a trespassed player, I would have been entitled to that
13 corresponding payout. Instead, the Defendants removed the 630,000 in chips,
14 which were in my control as a paid participant in the event. As previously
15 mentioned, CEC and CIE also retained my \$10,000 paid to them for participation
16 in this event that they did not honor.
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18 19. Either the confiscation of my 630,000 chips or the refusal to return my
19 \$10,000 or both actions equate to the wrongful possession of property that
20 belonged to me. If I had paid the \$10,000 at the cage and CEC representatives had
21 immediately informed me I was not allowed to play, certainly that would not
22 entitle them to keep my \$10,000. By allowing me to participate for three days and
23 accumulate 630,000 in tournament chips (\$150,000 inequity) certainly does not
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1 create a new right for CEC to steal my original \$10,000 plus the additional chips I
2 accumulated.

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4 **FOURTH CAUSE OF ACTION**

5 **False and Misleading Advertising**

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7 20. Between 2005 and 2017, the World Series of Poker, which is fully
8 owned by CIE engaged in an advertising campaign on ESPN during the broadcasts
9 of the World Series of Poker. These television advertisements promoted the World
10 Series of Poker as a sport that anyone could participate in if they were willing to
11 pay the \$10,000 entry fee.
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13 21. Reliance on these advertisements led me to leave my job at a prominent
14 consulting firm in 2005, order and watch dozens of WSOP videos and train for
15 years to strive to play at the highest level. I spent over \$200,000 on World Series
16 of Poker events and accommodations at Caesars properties, preparing and
17 practicing to compete at the highest level.
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19 22. My belief that these advertisements were true led me to change my entire
20 life and play poker full time in hopes of someday becoming a World Series of
21 Poker Champion.
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23 23. These advertisements turned out to be entirely false as CEC and CIE
24 now claim they can remove players from their properties without any reason at all,
25 allowing the poker pros that they select to thrive, while leaving players like me
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1 with twelve years of my life of wasted. I have trained for a career that has now
2 been taken from me, based on false promises. If players can be trespassed from the
3 property where the World Series of Poker is played and thus not allowed to
4 compete, then certainly the World Series of Poker is not actually open to the public
5 and these advertisements were false.
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8 24. Reliance on these advertisements caused me to waste over 10 years of
9 my life and now my career as a professional poker player is ruined just as I had
10 risen to the highest level of play and was one of the top ten leaders in the 2017
11 World Series of Poker Main Event.
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13 **FIFTH CAUSE OF ACTION**

14 **Tortious Interference with a Contract.**

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16 25. Defendants CEC and CEOC interfered with a consistent series of
17 contracts that represent a long-term course of dealing between myself and the
18 World Series of Poker (a fully-owned subsidiary of CIE). CEC trespassed me from
19 the Rio without just cause and denied my numerous efforts to appeal in a
20 reasonable manner without any justification for the ban aside from their right to
21 trespass as a private property.
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25 26. I had a consistent course of dealing with the World Series of Poker that
26 dates back to 2005. This consistent course of dealing involved my entry into five
27 events in 2005, several circuit events between 2005 and 2009, more events in 2007
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1 and then a full summer's worth of events in 2013, several events in 2015, and a
2 summer's worth of events in 2016, and 2017. I paid over \$200,000 in entry fees
3 and well over \$10,000 in additional food and hotel accommodations over these
4 years.
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6 27. Over the course of these twelve years of play, I never broke a
7 tournament rule or did anything that would constitute a violation of World Series
8 of Poker rules. I was kind to all the staff and other players and conducted myself as
9 a professional. CEC interfered with this course of dealing by completely barring
10 me from the WSOP by barring me from Caesars Properties without just cause. I
11 did everything I could to reason with them and offered to sign an agreement
12 barring myself from all table games, since they were worried about my skilled
13 blackjack play. All my appeals were denied without any explanation of why.
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18 28. As a result, I have essentially lost the career I spent the last 12 years
19 working towards.
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Punitive Damages

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2 29. The conduct of Defendants described above was malicious and intended
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4 to disrupt my livelihood and convert my property. Defendants refused to refund me
5 even my \$10,000 entry fee that I am clearly entitled to if our contract were void.
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7 Even this small amount of money would have made big difference in my current
8 situation where I cannot play poker tournaments and have returned to school and
9 have very little money. This constitutes the intentional tort of conversion and
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11 punitive damages are therefore appropriate.

V. PRAYER FOR RELIEF

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13 WHEREFORE, I respectfully request a trial by jury and, upon a verdict in my
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15 favor, I ask that compensatory damages be assessed in an appropriate amount,
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17 as well as injunctive relief, and punitive damages for those claims for which are
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19 available by law. Specific relief pertains to:

20 1. Injunctive and equitable relief as the Court deems appropriate including:

21 Requiring Defendants to remove the arbitrary trespass and allow me to continue
22 my career and course of dealings with the World Series of Poker;

23 2. Compensatory damages to be paid by all Defendants, according to proof and
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25 liability at trial;

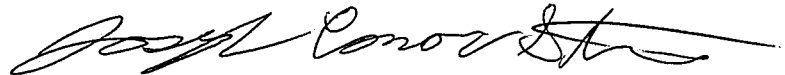
26 3. Punitive damages as the Court deems appropriate;

27 4. Costs and future attorney's fees of this lawsuit, with interest;
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5. Any other relief as the Court deems appropriate.

Respectfully submitted, this 8th day of June 2018.



/s/ Joseph Stiers
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