

1 FENNEMORE CRAIG, P.C.
2 Brenoch Wirthlin, Esq., NV Bar No. 10282
3 Brandi M. Planet, NV Bar No. 11710
4 300 South Fourth Street, Suite 1400
5 Las Vegas, Nevada 89101
6 Telephone: (702) 692-8000
7 Facsimile: (702) 692-8099
8 Email: bwirthlin@fclaw.com
9 bplanet@fclaw.com
10 *Attorney for Defendants*

7 UNITED STATES DISTRICT COURT
8 FOR THE DISTRICT OF NEVADA

9 JOSEPH STIERS,

10 Plaintiff,

11 v.

12 CAESARS ENTERTAINMENT CORPORATION;
13 CAESARS ENTERTAINMENT OPERATING
14 COMPANY; and CAESARS INTERACTIVE
15 ENTERTAINMENT, INC.

15 Defendants.

Case No.: 2:18-cv-01042-RFB-CWH

**DEFENDANTS' ANSWER TO
PLAINTIFF'S COMPLAINT FOR
EQUITABLE DAMAGES, PUNITIVE
DAMAGES, AND REQUEST FOR
INJUNCTIVE RELIEF**

16 Defendants Caesars Entertainment Corporation, CEOC, LLC (improperly denominated
17 "Caesars Entertainment Operating Company") and Caesars Interactive Entertainment, LLC
18 (improperly denominated "Caesars Interactive Entertainment, Inc.") (collectively "Defendants")
19 hereby admit, deny and aver to Plaintiff's Complaint for Equitable Damages, Punitive Damages,
20 and Request for Injunctive Relief ("Complaint") as follows:

21 **I. NATURE OF THE CASE**

22 1. Defendants state that paragraph 1 is incapable of admission or denial. To the extent further
23 response is required, Defendants state that paragraph 1 purports to be a summary of Plaintiff's
24 claims and Defendants deny any allegations of wrongdoing contained in paragraph 1.

25 **II. JURISDICTION and PARTIES**

26 2. Defendants admit that Caesars Entertainment Corporation is a Delaware corporation.
27 Defendants admit that CEOC, LLC and Caesars Interactive Entertainment, LLC are Delaware
28

1 limited liability companies. Each Defendant maintains a principal place of business in Clark
2 County, Nevada.

3 3. Defendants admit that CEOC, LLC is a wholly-owned subsidiary of CEC. Defendants
4 deny the remaining allegations in paragraph 3.

5 4. Defendants admit the allegations in paragraph 4.

6 5. Defendants deny the allegations in paragraph 5.

7 6. Defendants lack sufficient knowledge or information to form a belief as to the truth of the
8 allegations of paragraph 6, and on that basis deny the same.

9 **III. FACTUAL ALLEGATIONS**

10 7. In response to the allegations in paragraph 7, Defendants admit that Plaintiff received
11 50,000 chips in exchange for \$10,000.00. Defendants also admit that the 2017 World Series of
12 Poker (“WSOP”) Main Event winner received more than eight million dollars and the top nine
13 finishers received one million dollars. Defendants also admit that additional finishers received
14 cash payouts. With respect to the remaining allegations in paragraph 7 of the Complaint,
15 presently, Defendants lack sufficient knowledge or information to form a belief as to the truth of
16 the allegations of paragraph 7, and on that basis deny the same.

17 8. In response to the allegations in paragraph 8, Defendants admit there was an interaction
18 between Plaintiff, employees of Rio, employees of Las Vegas Metro Police, and Mr. Effel, which
19 occurred during the dinner break on one day of the 2017 WSOP Main Event. With respect to the
20 remaining allegations in paragraph 8 of the Complaint, given the vague presentation of the
21 alleged facts, Defendants deny those allegations.

22 9. Insofar as the allegations in paragraph 9 of the Complaint refer to the alleged event
23 described in paragraph 8 of the Complaint that are admitted herein, Defendants admit the
24 allegations contained in paragraph 9. To the extent the allegations in paragraph 9 of the
25 Complaint do not refer to the alleged event described in paragraph 8 of the Complaint that are
26 admitted herein, Defendants deny the allegations contained in paragraph 9.

27 10. Defendants deny the allegations in the first sentence of paragraph 10 of the Complaint,
28 except for the reference to “existence has been denied by CEC representatives in other

1 instances[;]” given the vague nature of the quoted language, the Defendants lack sufficient
2 knowledge or information to form a belief as to the truth of the quoted language, and on that basis
3 deny the same. With respect to the remaining allegations in paragraph 10 of the Complaint, the
4 Defendants lack sufficient knowledge or information to form a belief as to the truth of the
5 allegations of paragraph 10, and on that basis deny the same

6 11. Defendants deny the allegations in paragraph 11.

7 **[At what would be paragraph 12, Plaintiff’s Complaint starts numbering again at 8. To**
8 **prevent confusion, Defendants will follow Plaintiff’s numbering.]**

9 8. In response to allegations in the first sentence of paragraph 8 of the Complaint, the
10 Defendants deny the allegations insofar as the use of “all” presumes that a trespass could not be
11 rescinded. Insofar as the remaining allegations in paragraph 8 of the Complaint allegedly flow
12 from the first sentence, Defendants deny the allegations contained in paragraph 8.

13 **IV. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **Breach of Contract**

16 9. Defendants presently lack sufficient knowledge or information to form a belief as to the
17 truth of the allegations of paragraph 9, and on that basis deny the same.

18 10. In response to paragraph 10 of the Complaint, Defendants admit that in the 2017 WSOP
19 Main Event “poker players play against either other, not the house.” With respect to the
20 remaining allegations in paragraph 10 of the Complaint, especially in light of the vague
21 references to an undescribed “course of dealing” and “industry standard[s],” the Defendants deny
22 those allegations.

23 11. The allegations in paragraph 11 of the Complaint are jumbled and confusing. Generally,
24 insofar as all of the allegations supposedly resulted from “the Defendants’ actions,” the
25 Defendants deny the allegations in paragraph 11. However, to the extent the allegations in
26 paragraph 11 involve the Plaintiff’s alleged state of mind and/or the Plaintiff’s motivations, the
27 Defendants lack sufficient knowledge or information to form a belief as to the truth of the
28 allegations of paragraph 11, and on that basis deny the same.

1 12. Defendants deny the allegations contained in paragraph 12.

2 **SECOND CAUSE OF ACTION**

3 **Restitution / Unjust Enrichment**

4 13. In response to paragraph 13 of the Complaint, Defendants admit that Plaintiff entered the
5 tournament under a different name. Defendants deny the remaining allegations contained in
6 paragraph 13, in part because the scope of the referenced, purported “contract” is undefined and
7 the clause following the semicolon is vague.

8 14. In response to paragraph 14 of the Complaint, Defendants admit that Plaintiff did not
9 receive a refund for his entry fee. Moreover, to the extent that the Plaintiff is alleging that an
10 improper entry invalidates the entry (by alleging: “If these poker tournament contracts are void
11 due to a variation in my name on my entry, as Defendants claim, then they should be void from
12 the beginning.”), Defendants admit that allegation. With respect to the remaining allegations in
13 paragraph 14 of the Complaint, Defendants deny those allegations.

14 15. Defendants deny the allegations contained in paragraph 15. The allegations in paragraph
15 15 of the Complaint that relate to the Plaintiff’s alleged “aware[ness]” are denied for lack
16 sufficient knowledge or information to form a belief as to the truth of the allegations.

17 **THIRD CAUSE OF ACTION**

18 **Conversion**

19 16. Defendants deny the allegations contained in paragraph 16.

20 17. In response to paragraph 17 of the Complaint, Defendants admit that Plaintiff did not
21 finish the 2017 WSOP Main Event. With respect to the remaining allegations in paragraph 17 of
22 the Complaint, insofar as they suggest malfeasance by the Defendants, the Defendants deny the
23 allegations contained in paragraph 17.

24 18. Defendants deny the allegations contained in paragraph 18, in part because the second
25 sentence suggests that the Plaintiff had an absolute right to the chips allegedly in his possession.

26 19. Defendants deny the allegations contained in paragraph 19, in part due to the
27 characterization of the alleged events described therein.

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1 **FOURTH CAUSE OF ACTION**

2 **False and Misleading Advertising**

3 20. Defendants lack sufficient knowledge of information to form a belief as to the truth of the
4 allegations of paragraph 20, given the vague nature of those allegations, and on that basis deny
5 the same.

6 21. Defendants lack sufficient knowledge or information to form a belief as to the truth of the
7 allegations of paragraph 21, and on that basis deny the same.

8 22. Defendants lack sufficient knowledge or information to form a belief as to the truth of the
9 allegations of paragraph 22, and on that basis deny the same.

10 23. Defendants deny the allegations contained in paragraph 23 because they stem from the
11 assertion that the “advertisement” were “false.”

12 24. Defendants deny the allegations contained in paragraph 24.

13 **FIFTH CAUSE OF ACTION**

14 **Tortious Interference with a Contract**

15 25. Defendants deny the allegations contained in paragraph 25.

16 26. Defendants presently lack sufficient knowledge of information to form a belief as to the
17 truth of the allegations of paragraph 20, given the vague nature of those allegations, and on that
18 basis deny the same.

19 27. Defendants deny the allegations contained in paragraph 27.

20 28. Defendants deny the allegations contained in paragraph 28.

21 **Punitive Damages**

22 29. Defendants deny the allegations contained in paragraph 29.

23 **GENERAL DENIAL**

24 Any allegation in Plaintiff’s Complaint that is not expressly admitted herein is denied.

25 **AFFIRMATIVE DEFENSES**

26 1. Plaintiff fails to state a claim upon which relief can be granted.

27 2. Plaintiff’s claims are barred, in whole or in part, by the doctrines of estoppel,
28 acquiescence, laches, waiver, and/or unclean hands.

1 3. Plaintiff's Complaint, and each and every cause of action contained therein, is barred due
2 to Plaintiff's own course of conduct.

3 4. Plaintiff's Complaint, and each and every cause of action contained therein, is barred due
4 to Plaintiff's failure to take reasonable and sufficient measures to mitigate his alleged damages.

5 5. Defendants acted at all time in good faith and in conformance with applicable laws,
6 regulations and tournament rules, terms and conditions.

7 6. The Complaint fails to allege facts or causes of action sufficient to support a claim for
8 punitive damages.

9 7. Defendants assert that there was no contract between them and Plaintiff. To the extent it is
10 determined that such a contract exists, such contract is void and Plaintiff's claims are barred
11 under the doctrine of fraudulent inducement.

12 8. Plaintiff's damages, if any, are speculative, hypothetical, unsupported by any reasonable
13 methodology, and are not cognizable as a matter of law.

14 9. It has been necessary for Defendants to employ the services of an attorney to defend
15 against this Complaint, and Defendants should be awarded their reasonable attorneys' fees and
16 costs.

17 10. Plaintiff's Complaint, and each and every cause of action contained therein, is barred in
18 whole or in part by additional defenses that cannot yet be articulated due to the fact that discovery
19 has not yet commenced or been completed. Defendants reserve the right to supplement the
20 foregoing and raise additional defenses as may appear as the case progresses.

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1 WHEREFORE, Defendants pray as follows:

2 1. That Plaintiff take nothing by way of his Complaint;

3 2. That Plaintiff's Complaint be dismissed with prejudice and that judgment be entered
4 in favor of Defendants;

5 3. For an award of reasonable attorneys' fees and costs in favor of Defendants and
6 against Plaintiff; and

7 4. For such other and further relief as may be just and proper.

8 DATED this 19th day of July, 2018.

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FENNEMORE CRAIG, P.C.

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By: Brandi M. Planet
Brenoch Wirthlin, Esq., NV Bar No. 10282
Brandi M. Planet, NV Bar No. 11710
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
Email: bwirthlin@fclaw.com
bplanet@fclaw.com
Attorney for Defendants

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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C. and that on this date, I served the foregoing **DEFENDANTS’ ANSWER TO PLAINTIFF’S COMPLAINT FOR EQUITABLE DAMAGES, PUNITIVE DAMAGES, AND REQUEST FOR INJUNCTIVE RELIEF** on the parties set forth below by legally serving via U.S. District Court CM/ECF filing system:

Joseph Conor Stiers
100 Scott St.
Baltimore, MD 21201
jcstiers@gmail.com
Appearing pro se

DATED this 19th day of July, 2018.

/s/Morganne Westover
An Employee of Fennemore Craig, P.C.