

Exhibit 1

Anthony F. Pantoni, Esq. (State Bar No. 099971)
Anthony F. Pantoni, APC
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San Diego, California 92101
Tel: 619.235.4400
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Attorney for Plaintiff
Darrell Pilant

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/31/2020 at 03:22:53 PM

Clerk of the Superior Court
By Georgia Dixon-Cosby, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DARRELL PILANT,

Plaintiff,

v.

CAESARS ENTERPRISE SERVICES, LLC, a
limited liability corporation; CAESARS
ENTERTAINMENT, INC. a corporation;
and DOES 1 through 20, inclusive,

Defendants

Case No. 37-2020-00030558-CU-WT-CTL

COMPLAINT

1. Wrongful termination in violation of public policy
2. Violation of Cal. Labor Code § 6310
3. Violation of Cal. Labor Code § 1102.1
4. Breach of written employment agreement

Plaintiff Darrell Pilant ("Mr. Pilant" or "Plaintiff") hereby alleges as follows:

INTRODUCTION

1. This is a "whistleblower" employment law action in which Mr. Pilant, among other things, alleges that CAESARS constructively terminated his employment because he opposed and refused to carry out CAESARS' directive to re-open Harrah's Resort Southern California ("Harrah's Resort SoCal") at a time when Mr. Pilant reasonably believed, and government officials (including California Governor Gavin Newsom) as well as medical and scientific experts also believed, that doing so would endanger the health and safety of employees and the public in light of the wide-spread and dangerous COVID-19 pandemic. Rather than carry out the illegal and dangerous directive of his employer, Mr. Pilant had no alternative but to resign his long-time employment with CAESARS.

PARTIES AND VENUE

3. Plaintiff Darrell Pilant is an individual who currently resides in, and at the time of the constructive termination of employment described herein resided in, San Diego County, California.

4. Defendant CAESARS ENTERPRISE SERVICES, LLC ("CEC") is, and at the time of the constructive termination of employment described herein was, a limited liability corporation headquartered in Las Vegas, Nevada, and doing business in San Diego County, California and elsewhere. CEC was Mr. Pilant's employer at the time of the constructive termination of his employment. At that time, Caesars Entertainment Corporation was CEC's ultimate parent company.

5. Defendant CAESARS ENTERTAINMENT, INC. ("CZR") is a Delaware corporation headquartered in Las Vegas, Nevada, and doing business in San Diego County, California and elsewhere. On or about July 20, 2020, CZR (formerly known as Eldorado Resorts, Inc.) completed its acquisition of Caesars Entertainment Corporation and became the ultimate parent company of CEC.

6. CEC and Caesars Entertainment Corporation (now CZR) were the joint employers of Mr. Pilant at the time of the constructive termination of his employment and are collectively referred to herein as "CAESARS" or the "Company". Mr. Pilant is informed and believes that Caesars Entertainment Corporation (and now CZR) controlled the business of CEC and was involved in and/or made the decision to re-open Harrah's Resort SoCal.

7. Mr. Pilant does not know the true names and capacities of the Defendants sued herein as DOES 1 through 20, inclusive, and he therefore sues these Defendants by fictitious names. Mr. Pilant alleges upon information and belief that each of the fictitiously named Defendants is responsible in some manner for the acts or omissions alleged herein and that his damages were proximately caused by the acts or omissions of these Defendants.

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1 8. Venue is proper in San Diego County because at all times materially relevant
2 to this action, Mr. Pilant resided and worked in San Diego County, Harrahs' Resort SoCal was
3 located in San Diego County, and Mr. Pilant executed the Employment Agreement
4 referenced herein in San Diego County.

5 EMPLOYMENT AND PERSONAL BACKGROUND

6 9. Mr. Pilant was a long-time employee of CAESARS. He worked for the
7 Company for nearly 23 years. Mr. Pilant's employment history with CAESARS was
8 exemplary. Mr. Pilant began his employment with CAESARS (then Harrah's Entertainment)
9 in 1997 in the entry-level management position of First Mate. From there, he worked
10 himself up the chain of command, receiving a series of promotions and raises over his many
11 years of service. At the request of CAESARS, he moved all over the country, from Missouri to
12 Louisiana to Mississippi and back to Missouri. In 2011, he was transferred to a position at
13 Harrah's Rincon Casino & Hotel (now Harrah's Resort SoCal). In 2015, Mr. Pilant earned the
14 "Excellence in Leadership" Award, which was the highest honor that Caesar awarded its
15 executives. In 2016, Mr. Pilant was promoted to SVP and General Manager of Harrah's
16 Resort SoCal, a position in which he excelled for the past four years. In his last performance
17 review (for 2019), Mr. Pilant received the highest job performance rating a General Manager
18 can receive, which is titled "Role Model."

19 10. Mr. Pilant held the position of SVP and General Manager of Harrah's Resort
20 SoCal at the time he was forced to resign his employment.

21 11. Mr. Pilant never received any form of performance counseling or discipline in
22 his 23 years with CAESARS, either from the Company or from any of the regulatory bodies in
23 the many jurisdictions in which he worked.

24 12. Mr. Pilant performed his duties in a diligent and highly competent manner
25 throughout his employment with CAESARS.

26 13. In addition to his stellar work history, Mr. Pilant is a pillar of the community.
27 He serves, or has served, on the boards of numerous non-profit and health foundations
28 (including California State University San Marcos, Tri-City Hospital Foundation, San Diego

1 North Business Chamber, San Diego Food Bank, and Palomar Health Foundation). For the
2 past two years, Mr. Pilant has been named one of the Top 500 Influential Business Leaders in
3 San Diego by the San Diego Business Journal. In addition, Mr. Pilant served for more than 15
4 years in the United States Naval Reserves, attaining the rank of Lieutenant Commander.

5 14. In short, Mr. Pilant's job performance was extraordinary and his character and
6 veracity are unassailable.

7 FORCED RESIGNATION DUE TO COVID-19 HEALTH AND SAFETY RISKS

8 15. As will be discussed more fully below, Mr. Pilant was forced to resign his
9 employment because he opposed practices that he felt presented a serious risk to the health
10 and safety of employees (including himself) and the public in light of COVID-19. Namely, Mr.
11 Pilant expressed strong opposition to CAESARS' decision to reopen Harrah's Resort SoCal on
12 May 22, 2020, a decision that was contrary to the clear direction and advice of the Governor
13 of California and local government and health experts and officials. Mr. Pilant simply could
14 not, in good conscience, carry out CAESARS' instruction to reopen the facility, and he
15 therefore was compelled to resign.

16 16. Mr. Pilant is informed and believes that Harrah's Resort SoCal is owned by The
17 Rincon Band of Luiseño Indians, and that CEC contracts with the Rincon tribe and is
18 responsible for the management of and operation of Harrah's Resort SoCal and other
19 hotel/casino properties.

20 17. In early May 2020, Mr. Pilant was contacted by Rincon Tribal Chairman Bo
21 Mazzetti and was told that the San Diego tribes were going to inform California Governor
22 Gavin Newsom that they were planning to reopen all of their casinos on or after May 18,
23 2020. On May 8, 2020, the tribal leaders sent a letter to Governor Newsom and San Diego
24 County Board of Supervisors Chairman Greg Cox setting forth their plan. Throughout this
25 time frame, Mr. Pilant was repeatedly assured that the Governor and the County were "on
26 board" with the reopening.

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1 18. However, on May 17, 2020, Mr. Pilant saw a May 15, 2020 letter from
2 Governor Newsom which responded to the tribal leaders' letter. In his letter, Governor
3 Newsom strongly advised that the casinos not be reopened. Among other things, Governor
4 Newsom's letter states:

5 "[The plan to reopen casinos] deeply concerns me, and I urge tribal governments to
6 reconsider. ... I cannot stress enough that the risk of COVID-19 transmission remains a
7 serious threat for all Californians. ... [It] is in the best interest of public health to move
8 toward a reopening in concert [with California's phased reopening plan]."

9 19. The next day, May 18, 2020, Mr. Pilant forwarded Governor Newsom's letter
10 to CAESARS' management, including N. Lynne Hughes (VP Legal Affairs and Chief Legal
11 Officer), Robert Livingston (Regional President and Mr. Pilant's immediate supervisor) and
12 Tom Jenkin (Global President). Mr. Pilant expressed his health and safety concerns about
13 reopening in contravention of advice and counsel of Governor Newsom. Later that evening,
14 Mr. Pilant had a telephone call with Ms. Hughes and Mr. Livingston and was told that
15 CAESARS was going to proceed with the reopening on May 22, 2020. Mr. Pilant continued to
16 express his opposition to that decision, making it clear that he felt the reopening would be a
17 danger to the health and safety of CAESARS employees and the public.

18 20. Later that evening, on May 18, 2020, Mr. Livingston sent an email to Mr.
19 Pilant, with copies to Ms. Hughes and Mr. Jenkin, stating: "Did anyone else open today
20 besides Viejas and Jamul? I feel better about opening in defiance of the Governor with
21 others open." (Emphasis added.)

22 21. On May 19, 2020, Mr. Pilant telephoned Mr. Livingston and again reiterated
23 his concerns that reopening the casino posed a serious health and safety risk. Mr. Pilant told
24 Mr. Livingston that in good conscience he could not carry out the reopening and he felt he
25 had no choice but to resign. Mr. Livingston confirmed that he knew CAESARS' plan to reopen
26 was contrary to the advice of the Governor and he never once disagreed with Mr. Pilant
27 regarding his concerns about employee and public health and safety. Nevertheless, Mr.
28 Livingston urged Mr. Pilant to stay on and carry out the reopening. Mr. Pilant was resolute

1 that he could not execute a plan that he felt was unsafe for employee and the public. Mr.
2 Pilant submitted his resignation shortly after that telephone call.

3 22. On May 20, 2020, Mr. Jenkins contacted Mr. Pilant and had a telephone call
4 with him to try to persuade him to reopen the casino. Mr. Pilant again conveyed his
5 understanding that Governor Newsom was being advised by top health official and experts
6 who had far more data, knowledge and experience on these issues than CAESARS or the
7 tribes had. In the end, Mr. Pilant reiterated that it was a matter of "right and wrong" and
8 what CAESARS was doing was wrong, and that he could carry out the reopening and go back
9 to work at an unsafe workplace.

10 23. Mr. Pilant spent the next two days working with his resort executive team to
11 prepare for the reopening. He did so in order to try to mitigate the risks as best as he could
12 prior to the reopening. Mr. Pilant handed in his gaming badge and other company materials
13 to Mr. Livingston on May 21, 2020.

14 24. CAESARS opened Harrah's Resort SoCal on May 22, 2020, notwithstanding the
15 Governor's clear warnings and the serious health and safety risk to employees and the
16 public.

17 25. As discussed above, Mr. Pilant repeatedly expressed opposition to CAESARS'
18 reopening of Harrah's SoCal Resort, made complaints to management that the reopening
19 created a health and safety risk for employees, the public, and himself, and warned CAESARS
20 that reopening would likely lead to an outbreak of COVID-19 among employees who worked
21 at the facility and the public who patronized the facility. Mr. Pilant was forced to resign
22 because CAESARS continued to insist that he reopen the facility despite the health and safety
23 risks.

24 26. Under California law, when an employer intentionally creates or knowingly
25 permits working conditions to exist that are so intolerable that a reasonable person in the
26 plaintiff's position would have had no reasonable alternative except to resign, a
27 "constructive discharge" has occurred. There is no difference between an actual discharge
28 and a constructive discharge in the eyes of the law. Here, by insisting that Mr. Pilant reopen

1 the Harrah's Resort SoCal facility before it was safe and healthy to do so, and by requiring
 2 Mr. Pilant to work in the Harrah's Resort SoCal facility after the reopening and expose
 3 himself to serious health and safety risks, CAESARS created intolerable working conditions
 4 which left Mr. Pilant with no reasonable alternative but to resign.

5 27. Mr. Pilant is informed and believes that the premature reopening of Harrah's
 6 SoCal Resort and other hotel/casino properties owned and/or operated by CAESARS did in
 7 fact result in serious adverse health and safety consequences involving employees and
 8 customers contracting COVID-19.

9 FIRST CAUSE OF ACTION

10 (Wrongful Termination in Violation of Public Policy)

11 28. Mr. Pilant realleges and incorporates by reference the allegations of each of
 12 the other paragraphs set forth in this Complaint.

13 29. Mr. Pilant reported and opposed conduct on the part of CAESARS that he
 14 reasonably believed presented serious health and safety risks to employees, to the public,
 15 and to himself.

16 30. The health and safety risks that Mr. Pilant reported and/or opposed as set
 17 forth herein violated various state and federal statutes and regulations, including but not
 18 limited to:

- 19 • Cal. Labor Code § 6400(a) which provides: "Every employer shall furnish
 20 employment and a place of employment that is safe and healthful for the
 21 employees therein."
- 22 • Regulations promulgated by the California Occupational Safety and Health
 23 Administration ("Cal-OSHA").
- 24 • The General Duty Clause of the federal Occupational Safety and Health Act
 25 ("OSHA") which provides that employers have the responsibility to provide a safe
 26 and healthful workplace (see 29 U.S.C. § 654(a)(1)), as well as various OSHA
 27 regulations.

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1 • California premises liability laws and regulations, including the general duty to
2 exercise due care codified in Cal. Civil Code § 1714(a) which provides: "Everyone is
3 responsible, not only for the result of his or her willful acts, but also for an injury occasioned
4 to another by his or her want of ordinary care or skill in the management of his or her
5 property or person."

6 31. Mr. Pilant was forced to resign his employment rather than follow CAESARS'
7 directive to prematurely reopen the Harrah's Resort SoCal facility despite the health and
8 safety risks presented by COVID-19. Accordingly, CAESARS constructively terminated Mr.
9 Pilant's employment.

10 32. The constructive termination of Mr. Pilant's employment with CAESARS was in
11 violation of the public policy of the State of California, embodied in the statutes and
12 regulations referenced above. The public policy violation was a substantial motivating
13 reason, if not the only reason, for the constructive discharge.

14 33. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
15 continue to suffer special damages (including, but not limited to, past and future losses in
16 compensation and employment benefits) in an amount exceeding the jurisdictional
17 minimum of this court, the exact amount to be proven at trial.

18 34. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
19 continue to suffer emotional distress and other general damages in an amount exceeding
20 the jurisdictional minimum of this court, the exact amount to be proven at trial.

21 35. Defendants' conduct was oppressive, fraudulent and malicious, and was done
22 with a willful and conscious disregard for Mr. Pilant's rights and the consequences of
23 Defendants' actions. Mr. Pilant is therefore entitled to an award of punitive damages against
24 Defendants, and each of them, for the sake of example and by way of punishing Defendants.

25 36. If Mr. Pilant is the prevailing party, he is entitled to recover reasonable
26 attorney's fees under Cal. Code of Civil Procedure § 1021.5 in that this action will have
27 resulted in the enforcement of an important right affecting the public interest.

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1 WHEREFORE, Mr. Pilant prays judgment Defendants, and each of them, as more fully
2 set forth below.

3 SECOND CAUSE OF ACTION

4 (Violation of Cal. Labor Code § 6310)

5 37. Mr. Pilant realleges and incorporates by reference the allegations of each of
6 the other paragraphs set forth in this Complaint.

7 38. Cal. Labor Code § 6310(a) provides, among other things, that no person shall
8 discharge or in any manner discriminate against any employee because the employee has
9 made a complaint to his employer regarding employee safety or health concerns.

10 39. CAESARS constructively terminated Mr. Pilant's employment on account of his
11 health and safety complaints.

12 40. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
13 continue to suffer special damages (including, but not limited to, past and future losses in
14 compensation and employment benefits) in an amount exceeding the jurisdictional
15 minimum of this court, the exact amount to be proven at trial.

16 41. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
17 continue to suffer emotional distress and other general damages in an amount exceeding
18 the jurisdictional minimum of this court, the exact amount to be proven at trial.

19 42. Defendants' conduct was oppressive, fraudulent and malicious, and was done
20 with a willful and conscious disregard for Mr. Pilant's rights and the consequences of
21 Defendants' actions. Mr. Pilant is therefore entitled to an award of punitive damages against
22 Defendants, and each of them, for the sake of example and by way of punishing Defendants.

23 43. If Mr. Pilant is the prevailing party, he is entitled to recover reasonable
24 attorney's fees under Cal. Code of Civil Procedure § 1021.5 in that this action will have
25 resulted in the enforcement of an important right affecting the public interest.

26 WHEREFORE, Mr. Pilant prays judgment Defendants, and each of them, as more fully
27 set forth below.

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1 THIRD CAUSE OF ACTION

2 (Violation of Cal. Labor Code § 1102.5)

3 44. Mr. Pilant realleges and incorporates by reference the allegations of each of
4 the other paragraphs set forth in this Complaint.

5 45. Cal. Labor Code § 1102.5 provides, among other things, that an employer, or
6 or any person acting on behalf of the employer, shall not discharge or otherwise retaliate
7 against any employee because the employee disclosed information to the employer which
8 the employee reasonably believes is a violation of or noncompliance with local, state or
9 federal law.

10 46. CAESARS constructively terminated Mr. Pilant's employment because he
11 reported and/or opposed what he reasonably believed to be health and safety violations as
12 discussed above.

13 47. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
14 continue to suffer special damages (including, but not limited to, past and future losses in
15 compensation and employment benefits) in an amount exceeding the jurisdictional
16 minimum of this court, the exact amount to be proven at trial.

17 48. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
18 continue to suffer emotional distress and other general damages in an amount exceeding
19 the jurisdictional minimum of this court, the exact amount to be proven at trial.

20 49. Defendants' conduct was oppressive, fraudulent and malicious, and was done
21 with a willful and conscious disregard for Mr. Pilant's rights and the consequences of
22 Defendants' actions. Mr. Pilant is therefore entitled to an award of punitive damages against
23 Defendants, and each of them, for the sake of example and by way of punishing Defendants.

24 50. If Mr. Pilant is the prevailing party, he is entitled to recover reasonable
25 attorney's fees under Cal. Code of Civil Procedure § 1021.5 in that this action will have
26 resulted in the enforcement of an important right affecting the public interest.

27 WHEREFORE, Mr. Pilant prays judgment Defendants, and each of them, as more fully
28 set forth below.

1 FOURTH CAUSE OF ACTION

2 (Breach of Written Employment Agreement)

3 51. Mr. Pilant realleges and incorporates by reference the allegations of each of
4 the other paragraphs set forth in this Complaint.

5 52. Mr. Pilant and CEC are parties to a written employment agreement originally
6 dated September 6, 2016 (the "Employment Agreement"). The Employment Agreement
7 provides, among other things, that if CAESARS terminates Mr. Pilant's employment for
8 reasons other than "Cause," then Mr. Pilant is entitled severance pay equal to 12 months'
9 base salary.

10 53. "Cause" for termination is specifically defined in the Employment Agreement.
11 There was no "Cause" to terminate Mr. Pilant's employment as defined by the Employment
12 Agreement.

13 54. Mr. Pilant performed all conditions required to be performed by him under
14 the terms of the Employment Agreement, except where such performance was excused by
15 the conduct of Defendants.

16 55. Accordingly, Mr. Pilant is entitled to the severance benefits under the
17 Employment Agreement as alleged above.

18 56. Defendant CAESARS breached the Employment Agreement by failing to pay
19 Mr. Pilant the severance benefits to which he is entitled under the Employment Agreement.

20 57. As a proximate result of Defendants' conduct, Mr. Pilant has suffered and will
21 continue to suffer special damages in an amount exceeding the jurisdictional minimum of
22 this court, the exact amount to be proven at trial.

23 WHEREFORE, Mr. Pilant prays judgment Defendants, and each of them, as more fully
24 set forth below.

25 PRAYER FOR RELIEF

26 Mr. Pilant prays judgment against Defendants, and each of them, and seeks the
27 following relief:

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1. Special damages according to proof, including, but not limited to, past and future lost compensation and employment benefits.

2. General damages according to proof, including, but not limited to, damages for emotional distress and pain and suffering;

3. Punitive damages in an amount to be determined at trial;

4. Costs of suit pursuant to California Code of Civil Procedure § 1032 or within the discretion of the Court;

5. Attorney's fees pursuant to Cal. Code of Civil Procedure § 1021.5; and

6. Such other and further relief as is deemed proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all causes of action.

Dated: August 28, 2020

Respectfully submitted,

By_

Anthony F. Pantoni
Attorney for Plaintiff
Darrell Pilant

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: CAESARS ENTERPRISE SERVICES, LLC, a
(AVISO AL DEMANDADO):** limited liability corporation; CAESARS
ENTERTAINMENT, INC., a corporation; and DOES 1 through 20, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF: DARRELL PILANT
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/31/2020 at 03:22:53 PM
Clerk of the Superior Court
By Georgia Dixon-Cosby, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of San Diego
330 West Broadway
San Diego, California 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: **Anthony F. Pantoni**
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Anthony F. Pantoni, APC
501 West Broadway, Suite 1370, San Diego, CA 92101

DATE:
(Fecha) 09/01/2020

Clerk, by
(Secretario)

CASE NUMBER:
(Número del Caso):

37-2020-00030556-CU-WWT-CTL

G. Dixon-Cosby
G. Dixon-Cosby

619-235-4400

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Anthony F. Pantoni SBN: 099971 Anthony F. Pantoni, APC 501 West Broadway, Suite 1370, San Diego, CA 92101 TELEPHONE NO.: 619-235-4400 FAX NO.: ATTORNEY FOR (Name): Darrell Pilant		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 08/31/2020 at 03:22:53 PM Clerk of the Superior Court By Georgia Dixon-Cosby, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Central Courthouse		
CASE NAME: Pilant v. Caesars Enterprise Services, LLC, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 37-2020-00030556-CU-WT-CTL
		JUDGE: Judge Richard E. L. Strauss DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input checked="" type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 28, 2020

Anthony F. Pantoni

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7075	
PLAINTIFF(S) / PETITIONER(S): Darrell Pilant	
DEFENDANT(S) / RESPONDENT(S): Caesars Enterprise Services LLC et.al.	
PILANT VS CAESARS ENTERPRISE SERVICES LLC [IMAGED]	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2020-00030556-CU-WT-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Richard E. L. Strauss

Department: C-75

COMPLAINT/PETITION FILED: 08/31/2020

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	08/06/2021	10:30 am	C-75	Richard E. L. Strauss

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at www.courtcall.com. Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

1 Anthony F. Pantoni, Esq. (State Bar No. 099971)
2 Anthony F. Pantoni, APC
3 501 West Broadway, Suite 1370
4 San Diego, California 92101
5 Tel: 619.235.4400
6 Fax: 619.233.1969

7 Attorney for Plaintiff
8 Darrell Pilant

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

09/30/2020 at 11:25:00 AM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DARRELL PILANT,

Plaintiff,

v.

CAESARS ENTERPRISE SERVICES, LLC, a
limited liability corporation; CAESARS
ENTERTAINMENT, INC. a corporation;
and DOES 1 through 20, inclusive,

Defendants

Case No. 37-2020-00030556-CU-WT-CTL

PROOF OF SERVICE OF SUMMONS

Hon. Richard E.L. Strauss [Dept. C-75]

Complaint filed: 8/31/2020
Trial date: Not yet set

Plaintiff DARRELL PILANT, submits the PROOF OF SERVICE OF SUMMONS of Defendant
CAESARS ENTERTAINMENT, INC. a corporation: see attached.

ANTHONY PANTONI
501 WEST BROADWAY, SUITE 1370
SAN DIEGO, CA 92101
619-235-4400
Attorney for: DARRELL PILANT
Atty. File No.: 37-2020-00030556

SUPERIOR COURT OF CA., COUNTY OF SAN DIEGO
CENTRAL DIVISION-HALL OF JUSTICE

PLAINTIFF : DARRELL PILANT
DEFENDANT : CAESARS ENTERPRISE SERVICES, LLC, ET AL.

Case No. : 37-2020-00030556-CU-WT-CTL
PROOF OF SERVICE OF SUMMONS

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION; STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION; NOTICE OF CASE ASSIGNMENT; CIVIL CASE COVER SHEET; NOTICE OF ELIGIBILITY TO EFILE AND ASSIGNMENT TO IMAGING DEPARTMENT; GENERAL ORDER; ELECTRONIC FILING REQUIREMENTS OF THE SAN DIEGO SUPERIOR COURT-CIVIL DIVISION
3. a. Party Served : CAESARS ENTERTAINMENT, INC., A CORPORATION
C/O CORPORATION SERVICE COMPANY
b. Person Served : KRIS OSBORNE, CLERK
(AUTHORIZED TO ACCEPT FOR CSC)
4. Address where the party was served: 112 NORTH CURRY STREET
CARSON CITY, NV 89703 (Business)
5. I served the party
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on September 16, 2020 (2) at: 02:35 PM
6. The "Notice to the person served" (on the summons) was completed as follows:
c. on behalf of: CAESARS ENTERTAINMENT, INC., A CORPORATION
C/O CORPORATION SERVICE COMPANY
under [xx] CCP 416.10 (corporation)
7. Person who served papers
a. ARANZA AGUILAR
b. KNOX ATTORNEY SERVICE
2251 SAN DIEGO AVE. #A-120
SAN DIEGO, CA 92110
c. 619-233-9700
d. Fee For Service : \$ 115.80
e. I am
(3) not a registered California process server
(i) an independent contractor
(ii) Registration No.: 152
(iii) County: San Diego
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date : September 17, 2020

Signature: 

ARANZA AGUILAR

Affidavit of Process Server

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

(NAME OF COURT)

DARRELL PILANT

vs

CAESARS ENTERPRISE SERVICES, LLC, ET AL. 37-2020-00030556-CU-WT-CTL

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

CASE NUMBER

I ARANZA AGUILAR

, being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served CAESARS ENTERTAINMENT, INC., A CORPORATION C/O CORPORATION SERVICE COMPANY

NAME OF PERSON / ENTITY BEING SERVED

with (list documents) SEE ATTACHED PROOF OF SERVICE FOR DOCUMENTS

by leaving with KRIS OSBORNE,

CLERK

At

NAME

RELATIONSHIP

☐ Residence

ADDRESS

CITY / STATE

☒ Business 112 NORTH CURRY STREET

CARSON CITY, NV 89703

ADDRESS

CITY / STATE

On 09/16/2020

AT 02:35PM

DATE

TIME

☐ Inquired if subject was a member of the U.S. Military and was informed they are not.

Thereafter copies of the documents were mailed by prepaid, first class mail on 09/17/2020

from SAN DIEGO

CA

92110

DATE

CITY

STATE

ZIP

Manner of Service:☒ Personal: By personally delivering copies to the person being served.☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of _____ and explaining the general nature of the papers.☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.☐ Posting: By posting copies in a conspicuous manner to the front door of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Service Cancelled by Litigant ☐ Unable to Serve in Timely Fashion☐ Address Does Not Exist ☐ Other _____

Service Attempts: Service was attempted on: (1) _____

DATE

TIME

(2) _____

DATE

TIME

(3) _____

DATE

TIME

(4) _____

DATE

TIME

(5) _____

DATE

TIME

Description: Age 40 Sex F Race C Height 5'3 Weight 220 Hair _____ Beard _____ Glasses _____

x Aranza Aguilar

SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 24th day of Sept, 2020 by SPAPKA.

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



S. PAPKA

Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 07-3718-2 - Expires May 23, 2023

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC for the state of NEVADA



FORM 2

NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

1 Anthony F. Pantoni, Esq. (State Bar No. 099971)
2 Anthony F. Pantoni, APC
3 501 West Broadway, Suite 1370
4 San Diego, California 92101
5 Tel: 619.235.4400
6 Fax: 619.233.1969

7 Attorney for Plaintiff
8 Darrell Pilant

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

09/30/2020 at 11:25:00 AM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DARRELL PILANT,

Plaintiff,

v.

CAESARS ENTERPRISE SERVICES, LLC, a
limited liability corporation; CAESARS
ENTERTAINMENT, INC. a corporation;
and DOES 1 through 20, inclusive,

Defendants

Case No. 37-2020-00030556-CU-WT-CTL

PROOF OF SERVICE OF SUMMONS

Hon. Richard E.L. Strauss [Dept. C-75]

Complaint filed: 8/31/2020
Trial date: Not yet set

Plaintiff DARRELL PILANT, submits the PROOF OF SERVICE OF SUMMONS of Defendant
CAESARS ENTERPRISE SERVICES, LLC, a limited liability corporation: see attached.

ANTHONY PANTONI
501 WEST BROADWAY, SUITE 1370
SAN DIEGO, CA 92101
619-235-4400
Attorney for: DARRELL PILANT
Atty. File No.: 37-2020-00030556


SUPERIOR COURT OF CA., COUNTY OF SAN DIEGO
CENTRAL DIVISION-HALL OF JUSTICE

PLAINTIFF : DARRELL PILANT
DEFENDANT : CAESARS ENTERPRISE SERVICES, LLC, ET AL.

Case No. : 37-2020-00030556-CU-WT-CTL
PROOF OF SERVICE OF SUMMONS

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION; STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION; NOTICE OF CASE ASSIGNMENT; CIVIL CASE COVER SHEET; NOTICE OF ELIGIBILITY TO EFILE AND ASSIGNMENT TO IMAGING DEPARTMENT; GENERAL ORDER; ELECTRONIC FILING REQUIREMENTS OF THE SAN DIEGO SUPERIOR COURT-CIVIL DIVISION
3. a. Party Served : CAESARS ENTERPRISE SERVICES, LLC, A LIMITED LIABILITY CORPORATION
C/O CORPORATION SERVICE COMPANY
b. Person Served : KRIS OSBORNE, CLERK
(AUTHORIZED TO ACCEPT FOR CSC)
4. Address where the party was served: 112 NORTH CURRY STREET
CARSON CITY, NV 89703 (Business)
5. I served the party
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on September 16, 2020 (2) at: 02:35 PM
6. The "Notice to the person served" (on the summons) was completed as follows:
c. on behalf of: CAESARS ENTERPRISE SERVICES, LLC, A LIMITED LIABILITY CORPORATION
C/O CORPORATION SERVICE COMPANY
under [xx] CCP 416.40 (association or partnership)
7. Person who served papers
a. ARANZA AGUILAR
b. KNOX ATTORNEY SERVICE
2251 SAN DIEGO AVE. #A-120
SAN DIEGO, CA 92110
c. 619-233-9700
d. Fee For Service : \$ 201.55
e. I am
(3) not a registered California process server
(i) an independent contractor
(ii) Registration No.: 152
(iii) County: San Diego
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date : September 17, 2020

Signature: 
ARANZA AGUILAR

Affidavit of Process Server

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

(NAME OF COURT)

DARRELL PILANT vs **CAESARS ENTERPRISE SERVICES, LLC, ET AL.** 37-2020-00030556-CU-WT-CTL
 PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT CASE NUMBER

I **ARANZA AGUILAR**, being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served **CAESARS ENTERPRISE SERVICES, LLC, A LIMITED LIABILITY CORPORATION C/O CORPORATION SERVICE COMPANY**

NAME OF PERSON / ENTITY BEING SERVED

with (list documents) **SEE ATTACHED PROOF OF SERVICE FOR DOCUMENTS**

by leaving with **KRIS OSBORNE,** **CLERK** At
 NAME RELATIONSHIP

☐ Residence ADDRESS CITY / STATE
☒ Business **112 NORTH CURRY STREET** **CARSON CITY, NV 89703**
 ADDRESS CITY / STATE

On **09/16/2020** AT **02:35PM**
 DATE TIME

☐ Inquired if subject was a member of the U.S. Military and was informed they are not.

Thereafter copies of the documents were mailed by prepaid, first class mail on **09/17/2020**
 DATE

from **SAN DIEGO** **CA** **92110**
 CITY STATE ZIP

Manner of Service:

- ☒ **Personal:** By personally delivering copies to the person being served.
☐ **Substituted at Residence:** By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of _____ and explaining the general nature of the papers.
☐ **Substituted at Business:** By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.
☐ **Posting:** By posting copies in a conspicuous manner to the front door of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

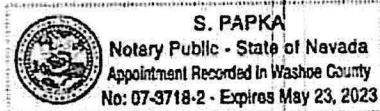
- ☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Service Cancelled by Litigant ☐ Unable to Serve in Timely Fashion
☐ Address Does Not Exist ☐ Other _____

Service Attempts: Service was attempted on: (1) _____ (2) _____
 DATE TIME DATE TIME
 (3) _____ (4) _____ (5) _____
 DATE TIME DATE TIME DATE TIME

Description: Age **40** Sex **F** Race **C** Height **5'3** Weight **220** Hair _____ Beard _____ Glasses _____

Aranza Aguilar
 SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this **24th** day of **Sept**, 20**20**, by **S. Papka**.
 Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



S. Papka
 SIGNATURE OF NOTARY PUBLIC
 NOTARY PUBLIC for the state of **NEVADA**

