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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Jie Xia, a married woman; Necy Sundquist, a married woman; Mary Grace Abon, a married woman; Susan Samons, a married woman; Mariah Henry, a married woman,

Case No.

COMPLAINT

Jury Trial Requested

Plaintiffs,

vs.

Harrah’s Arizona Corporation, a Nevada corporation

Defendant.

Plaintiffs Jie Xia, Necy Sundquist, Mary Grace Abon, Susan Samons, and Mariah Henry, through undersigned counsel, for their causes of action against Defendant Harrah’s Arizona Corporation and upon information and belief states and alleges as follows:

PARTIES

1. Plaintiff Jie Xia (“Jie”) is a married individual currently residing in Maricopa County, Arizona.
 2. Plaintiff Necy Sunquist (“Necy”) is a married individual currently residing in Wisconsin, but who was a resident of Pinal County, Arizona for all times relevant hereto.
 3. Plaintiff Mary Grace Abon (“Mary Grace”) is a married individual currently residing in Pinal County, Arizona.
- ...

1 16. Jie was hired by Harrah’s on April 14, 2022 and terminated on March 31,
2 2023.

3 17. Mary Grace is a non-native English speaker of Filipino descent.

4 18. Mary Grace was hired by Harrah’s on June 27, 2022, and terminated on
5 March 22, 2023.

6 19. Susan is a non-native English speaker of Filipino descent.

7 20. Susan was hired by Harrah’s on August 14, 2003 and terminated on
8 February 17, 2023.

9 21. Mariah is Native American and an enrolled member of the Gila River Indian
10 Community.

11 22. Mariah was hired by Harrah’s in late August 2022 and terminated in March
12 2023.

13 23. Commencing in the Summer of 2022, Harrah’s introduced a new electronic
14 craps game called Roll To Win.

15 24. Craps is played using two dice. In craps, the player (also called the
16 “shooter”) rolls two dice simultaneously. After the shooter’s first roll, he rolls the two
17 dice again, attempting to roll the sum total of his first roll. The goal is to roll the dice to
18 equal the sum total of the first roll, before rolling a sum total of seven. If the shooter rolls
19 a sum total of seven before he matches the sum total of his first roll, the shooter’s turn at
20 throwing the dice is ended.

21 25. In standard craps table games, there are four casino employees operating the
22 craps table: (1) the boxperson—who is in charge of the craps table and supervises the
23 game; (2) two dealers—who keep track of the bets made by players, pay out wins, and
24 collect in losses, and (3) the stick person—who handles and distributes the dice to the
25 players.

26 26. Unlike traditional craps, Roll To Win required only one employee to
27 operate.

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1 27. The Roll To Win employee dealing the game had a limited role in its
2 operation. The employee did not place or pay a patron's bets, which was done through a
3 touch screen at each player station that the dealer could not see.

4 28. The employee supervising Roll to Win was tasked only with closing out the
5 betting, passing the dice to the patron, and inputting the result of the dice throw into the
6 game touch screen.

7 29. While Plaintiffs received extensive training on the other table games they
8 dealt, they received no training on Roll to Win.

9 30. Traditional craps games at Harrah's casino are dealt by Harrah's employees
10 with specialized and extensive training, who are paid significantly more per hour than
11 table games dealers like Plaintiffs.

12 31. Unlike the other table games, patrons at Roll To Win could use their cell
13 phones, eat at the table and walk away from the table while bets were pending.

14 32. Harrah's did not consider Roll to Win a table game that required supervision
15 by pit staff or monitoring by the surveillance team.

16 33. Harrah's did not believe it was possible to cheat at Roll To Win and thus did
17 not consider it important to train its employees on Roll To Win or utilize the level of
18 supervision or surveillance it would apply to the other table games Plaintiffs normally
19 dealt.

20 34. While specialized craps dealers would typically man the Roll To Win game,
21 when there were no specialized craps dealers available, table games dealers like Plaintiffs
22 were required to work Roll To Win. This usually occurred on the night shift when the
23 least senior employees were working,

24 35. Roll To Win was not in Plaintiffs' regular rotation of table games and they
25 typically dealt Roll To Win only a couple of times per week.

26 36. At some point in the Fall of 2022, Harrah's determined it was losing an
27 inordinate amount of money on Roll To Win and commenced an investigation.

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1 37. In reviewing surveillance footage of Roll To Win, Harrah’s determined that
2 a small group of seasoned gamblers had found a way to cheat.

3 38. These gamblers recognized that occasionally the untrained table games
4 dealers working the night shift would not close out the betting prior to passing the dice to
5 the next shooter and if they distracted the dealer, the gamblers could place a bet after
6 seeing the result of the throw of the dice – a form of cheating known as “Past Posting”.

7 39. These same gamblers also recognized that there was not an established
8 procedure for determining what was a “good roll” of the dice.

9 40. Plaintiffs, like all the table games dealers, had not received any training
10 concerning what was considered a “good roll” at the Roll To Win game.

11 41. After asking for guidance concerning what was a “good roll”, the table
12 games dealers were told it was their table and calling a good or bad roll was at their
13 discretion.

14 42. Harrah’s gave differing and inconsistent guidance on what constituted a
15 “good roll” and the only guidance in its procedures manual was that the shooter must
16 “intend” that the dice hit the back wall of the table.

17 43. When an unfavorable roll occurred, the cheating gamblers would lobby the
18 Roll To Win dealer to declare a “bad roll”, which would void the roll and allow them to
19 shoot again. A form of cheating known as “Paltering”.

20 44. In early November 2022, Harrah’s finally reviewed security footage of the
21 Roll To Win game and identified that several gamblers were cheating using Past Posting
22 and Paltering techniques.

23 45. The investigation determined that the cheating gamblers “appeared to be
24 attempting to distract Dealers at the time in which they would ordinarily lock the Table for
25 no more bets. They appeared to throw the dice with a high loft and backspin in order to
26 create questionable appearing rolls which would allow the Dealers to decide whether it
27 was a valid roll in the player’s favor.”

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1 46. Harrah’s identified at least 13 table game dealers, and possibly as many as
2 19, who were dealing Roll To Win when the cheating occurred, but only had two weeks of
3 surveillance footage to review as video footage was overwritten after that time.

4 47. Only after its investigation commenced did Harrah’s provide written
5 guidance on the proper operation of Roll To Win to Plaintiffs.

6 48. All of the events that Harrah’s used to justify its termination of Plaintiffs
7 occurred before it provided written guidance on the proper operation of Roll To Win to
8 Plaintiffs.

9 49. Following the limited investigation, the Ak-Chin Tribal Gaming Agency
10 initiated proceedings to revoke the Plaintiffs’ gaming licenses.

11 50. Plaintiffs were suspended from work without pay while the license
12 revocation proceedings were proceeding.

13 51. Upon information and belief, Caucasian and male table games dealers who
14 engaged in the same conduct that Plaintiffs were accused of were not suspended without
15 pay while the investigation of collusion with gamblers at Roll To Win was ongoing.

16 52. Necy was initially suspended without pay on November 8, 2022 based on
17 the assertion that she was “an immediate threat to the public welfare.”

18 53. On November 9, 2022, Necy was informed by letter from Dallas Burnett, the
19 Executive Director of the Ak-Chin Tribal Gaming Agency, that “[o]ur investigation has
20 concluded that although your actions amounted to a loss to the casino you did not intend
21 to deprive the facility of revenue. Your license is being reinstated and you are able to
22 return to work but may be required to attend specific training and demonstrate knowledge
23 from that training.”

24 54. Notwithstanding the November 9, 2022 letter, Necy was terminated by
25 Harrah’s on November 10, 2022 and banned from the casino for 60 days.

26 55. Upon information and belief, no other Harrah’s employees subject to the
27 investigation of the Roll To Win game were terminated until March 2023.

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1 56. Harrah's took the position at these hearings that Plaintiffs had colluded with
2 the cheating gamblers to defraud the casino.

3 57. Harrah's reported Plaintiffs and the other table games dealers they identified
4 as colluding with gamblers to tribal police and the FBI for possible criminal prosecution.

5 58. However, during the course of presenting evidence in support of their
6 collusion theory, it was abandoned as no evidence of collusion or intentional wrongdoing
7 was presented.

8 59. Instead, the evidence at those hearings established that Harrah's
9 management had utterly failed in its duties to properly oversee the Roll To Win game.

10 60. Harrah's managers admitted that, although legally obligated by its Tribal-
11 State Gaming Compact with the State of Arizona to train all employees on all games they
12 were obligated to deal, Harrah's had provided no training to the table games dealers on
13 Roll To Win.

14 61. The evidence presented also established that Harrah's had failed in its
15 oversight responsibilities. The surveillance department who had live video of Roll To
16 Win at all times did not deem the game worthy of scrutiny, thus allowing cheating to
17 occur for an indeterminate amount of time.

18 62. Likewise, the pit bosses charged with ensuring Roll To Win was properly
19 operated did not pay attention to the game.

20 63. For the other table games Plaintiffs worked, there was constant scrutiny and
21 even minor deviations from normal play would be noticed and the dealers counseled
22 shortly thereafter.

23 64. That never occurred for Roll To Win.

24 65. Shortly after Harrah's recognized the problems with Roll To Win, it
25 suspended the Roll To Win game and ultimately decided that it should no longer be used.
26 It was removed from the casino permanently in recognition that it was the Roll to Win
27 game itself that was flawed rather than an issue with how Plaintiffs dealt the game.

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1 66. Harrah’s ultimately terminated all five Plaintiffs based on their alleged
2 failure to notify a pit boss when a deviation from normal play occurred at the Roll To Win
3 game.

4 67. None of these five Plaintiffs had ever been disciplined prior to the events
5 that led to their termination.

6 68. Numerous instances occurred with other table games dealers employed by
7 Harrah’s when they would fail to notify a pit boss of a deviation from standard play.

8 69. In these instances, the employee was counseled as to proper play.

9 70. Such instances did not result in termination for first time offenses.

10 71. Harrah’s purports to utilize a four-step progressive discipline process for
11 employee violations of company policy.

12 72. The first step is “documented coaching”.

13 73. The second step is a written warning.

14 74. The third step is a final written warning.

15 75. The fourth step is separation from employment.

16 76. With respect to these Plaintiffs, Harrah’s skipped the first three steps and
17 went directly to separation from employment.

18 77. Similarly situated male employees engaged in substantially similar alleged
19 violations of Harrah’s policy respecting notifying a pit boss of deviations from standard
20 play were not terminated from employment for a first offense.

21 78. Similarly situated white employees engaged in substantially similar alleged
22 violations of Harrah’s policy respecting notifying a pit boss of deviations from standard
23 play were not terminated from employment for a first offense.

24 79. Similarly situated native English-speaking employees engaged in
25 substantially similar alleged violations of Harrah’s policy respecting notifying a pit boss
26 of deviations from standard play were not terminated from employment for a first offense.

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1 80. Similarly situated employees born in the United States engaged in
2 substantially similar alleged violations of Harrah's policy respecting notifying a pit boss
3 of deviations from standard play were not terminated from employment for a first offense.

4 81. Harrah's has a management contract with the Ak-Chin Indian Community,
5 which owns the casino where Plaintiffs were employed.

6 82. Upon information and belief, Harrah's management contract with the Ak-
7 Chin Indian Community was set to expire within a relatively short time following its
8 determination that it, and thus the Ak-Chin Indian Community, suffered significant
9 monetary losses due to the operation of Roll To Win.

10 83. In an effort to avoid losing its management contract with the Ak-Chin Indian
11 Community, Harrah's management decided to place the blame for the monetary losses on
12 employees it deemed were least likely to protest or defend themselves.

13 84. Harrah's thus targeted non-white, foreign-born, minority, female table
14 games dealers who did not have a great command of English to blame for these losses
15 rather than admit its failure to properly train its employees and to supervise Roll To Win
16 and thus place its lucrative management contract with the Ak-Chin Indian Community at
17 risk of non-renewal.

18 85. But for Harrah's employees compromised investigation and attempt to place
19 blame on Plaintiff's, including testifying at the tribal gaming licensing revocation
20 hearings, Plaintiffs' tribal gaming licenses would not have been at risk.

21 86. Plaintiffs raised the issue that only non-white females were suspended from
22 employment and subject to license revocation proceedings with Harrah's employees
23 during the course of the license revocation proceedings.

24 87. As a result of Harrah's false allegations that Plaintiffs engaged in
25 misconduct while dealing the Roll To Win game, the Arizona Department of Gaming
26 ("ADOG") commenced proceeding to revoke Plaintiffs state gaming licenses.

27 88. Following a hearing, ADOG did not revoke any of the Plaintiffs' state
28 gaming licenses and instead determined that the problems with the Roll To Win game

1 were due to Harrah's failure to train Plaintiffs and failure to properly supervise the Roll
2 To Win game.

3 89. Necy also sought unemployment benefits following her termination, which
4 Harrah's challenged on the basis that she carelessly and negligently performed her duties
5 while operating the Roll To Win game in giving the casino guests a winning advantage.
6 Harrah's had explicitly abandoned this same contention at the Ak-Chin Tribal Gaming
7 Agency hearing due to the complete lack of evidence to support this claim.

8 90. Like ADOG, the Arizona Department of Economic Security, following an
9 evidentiary hearing, determined that Necy was eligible for unemployment benefits and
10 that she did not engage in willful or negligent misconduct connected with her
11 employment.

12 91. It also concluded the losses on Roll To Win were due to Harrah's lack of
13 training and supervision and that Necy had explicitly sought out guidance on the proper
14 operation of Roll To Win from Harrah's management, but none was provided.

15 92. Following their termination from Harrah's, Plaintiffs had difficulty finding
16 other comparable employment.

17 93. Although ADOG had not revoked their licenses or otherwise disciplined
18 them, they are required to inform most future employers that they had a professional
19 license suspended and then explain the circumstances surrounding the suspension.

20 94. In summary, every government agency that reviewed Plaintiffs' claims
21 determined that the losses on the Roll To Win game were a result of Harrah's failure to
22 train its employees and to adequately supervise the game.

23 95. In addition to lost wages, Plaintiff also suffered significant emotional
24 distress due to their wrongful termination by Harrah's.

25 **COUNT I**

26 **42 U.S.C. 1981 -- Discrimination.**

27 96. Plaintiffs reallege the foregoing paragraphs as though fully set forth herein.

28 ...

1 119. As a direct and proximate result of Harrah’s conduct as described herein,
2 Plaintiffs have been damaged in the form of unpaid wages, lost benefits, other economic
3 losses, emotional distress and similar harm, and damage to their reputations.

4 120. Harrah’s conduct was intentional and/or in reckless disregard to Plaintiffs’
5 federal rights and its misconduct merits an award of punitive/exemplary damages.

6 121. Plaintiffs are entitled to an award of reasonable attorney’s fees and costs.

7 **COUNT V**

8 **Title VII – Wrongful Termination on the Basis of Ethnicity**

9 122. Plaintiffs reallege the foregoing paragraphs as though fully set forth herein.

10 123. Plaintiffs are members of a protected class on the basis of their ethnicity.

11 124. Harrah’s discriminated against Plaintiffs on the basis of their ethnicity
12 through an illegal and wrongful termination, and/or illegal and wrongful pattern and
13 practice.

14 125. By virtue of Harrah’s conduct, Plaintiffs have been denied their
15 employment.

16 126. As a direct and proximate result of Harrah’s conduct as described herein,
17 Plaintiffs have been damaged in the form of unpaid wages, lost benefits, other economic
18 losses, emotional distress and similar harm, and damage to their reputations.

19 127. Harrah’s conduct was intentional and/or in reckless disregard to Plaintiffs’
20 federal rights and its misconduct merits an award of punitive/exemplary damages.

21 128. Plaintiffs are entitled to an award of reasonable attorney’s fees and costs.

22 **COUNT VI**

23 **Title VII – Wrongful Termination on the Basis of National Origin**

24 129. Plaintiffs reallege the foregoing paragraphs as though fully set forth herein.

25 130. Plaintiffs are members of a protected class on the basis of their nation of
26 origin.

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