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9

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12  
13 MONIKA I. NOURMAND, an Individual; and  
14 FIRUZEH NOURMAND, an Individual,

15 Plaintiffs,

16 v.

17 GREAT LAKES DRONE COMPANY, LLC,  
a Corporation; CAESARS  
18 ENTERTAINMENT CORPORATION d/b/a  
CAESAR'S PALACE HOTEL AND  
19 CASINO, a Corporation; MATT QUINN, an  
Individual; DOES I through X; ROE  
20 CORPORATIONS XI through XX,

21 Defendants.

A-18-777634-C  
Case No. Department 23  
**COMPLAINT FOR DAMAGES**  
**JURY TRIAL DEMAND**

22  
23 **COMPLAINT FOR DAMAGES**

24 COMES NOW Plaintiffs MONIKA I. NOURMAND and FIRUZEH NOURMAND hereby  
25 file this Complaint for Damages for their claims for relief against Defendants GREAT LAKES  
26 DRONE COMPANY, LLC, a Corporation; CAESARS ENTERTAINMENT CORPORATION d/b/a  
27 CAESAR'S PALACE HOTEL AND CASINO, a Corporation; MATT QUINN, an Individual; DOES I  
28

1 through X; ROE CORPORATIONS XI through XX, and each of them, alleges as follows:

2 **PARTIES**

3 1. Plaintiff Monika I. Nourmand is and was at all relevant times mentioned herein a  
4 resident of California.

5 2. Plaintiff Firuzeh Nourmand is and was at all relevant times mentioned herein a resident  
6 of California.

7 3. On information and belief, Defendant Caesars Entertainment Corporation d/b/a as  
8 Caesar's Palace Hotel and Casino is a Delaware Corporation with its principal place of business in  
9 Nevada and at all relevant times mentioned herein was authorized to and did conduct business in the  
10 State of Nevada.

11 4. On information and belief, Defendant Great Lakes Drone Company, LLC is a limited  
12 liability company with its principal place of business in Michigan and at all relevant times mentioned  
13 herein was conducting business in the State of Nevada.

14 5. On information and belief, Defendant Matt Quinn is an individual residing in Michigan  
15 and was working in Nevada at the time of this incident.

16 6. The true names and/or capacities, whether individual or corporate, associate or  
17 otherwise of Defendants DOES I through X and ROE CORPORATIONS XI through XX, and each of  
18 them, are presently unknown to Plaintiffs who therefore sues said Defendants by such fictitious  
19 names. Plaintiffs are informed and believes and therefore alleges that each of the Defendants  
20 fictitiously named herein as a DOE or ROES are the owners, operators, officers, directors, partners, or  
21 agents of the other defendants, or were legally responsible, negligently or in some other actionable  
22 manner, for the events and happenings hereinafter referred to, and therefore, proximately caused the  
23 injuries and damages to Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this  
24 Complaint and state the true names and/or capacities of such fictitiously named Defendants when the  
25 same have been ascertained.

26 **JURISDICTION AND VENUE**

27 7. The exercise of jurisdiction by this Court over each and every Defendant in this action  
28 is appropriate because each and every Defendant has done, and continues to do, business in the State

1 of Nevada, and committed a tort in the State of Nevada.

2 8. Jurisdiction in the Eighth Judicial District Court of Nevada is further appropriate  
3 because the acts and omission alleged hereafter occurred within Clark County, State of Nevada and  
4 venue is proper.

5 **GENERAL ALLEGATIONS**

6 9. Plaintiffs repeat and reallege each and every foregoing paragraph set forth above and  
7 incorporates the same be reference as though fully set forth at length herein.

8 10. On information and belief, on and prior to June 30, 2018, Defendant Caesars  
9 Entertainment Corporation d/b/a Caesar's Palace Hotel and Casino (hereinafter "Caesars"), and its  
10 employees and agents, were entities and individuals which engaged in the business of owning,  
11 promoting, operating, securing, overseeing, managing, controlling , providing safety service,  
12 providing security, and maintaining the property located at 3570 S. Las Vegas Blvd, Las Vegas, NV  
13 89109 commonly referred to as Caesars Palace, including but not limited to the pool area.

14 11. On information and belief, at all times mentioned herein, Defendants and each of them,  
15 including those named as DOES and ROE CORPORATIONS were agents, servants, employees,  
16 partners distributors, or joint venturers of their Co-Defendants and in doing the acts herein alleged,  
17 were acting within the course and scope of said agency, employment, partnership or joint venture.  
18 Each and every Defendant aforesaid was acting as a principal and was negligent or grossly negligent  
19 in the selection, hiring and training of each and every other Defendant or ratified the conduct of every  
20 other Defendant as an agent, employee, or joint-venturer.

21 12. At all relevant times mentioned herein Defendants and each of them, including those  
22 named as DOES and ROE ENTITIES had advance knowledge that their Co-Defendants were unfit for  
23 the purposes of employment and employed the Co-Defendants with a conscious disregard of the rights  
24 or safety of others.

25 13. On information and belief, on and prior to June 30, 2018 Defendants Matt Quinn and  
26 Great Lakes Drone Company were individuals and entities who engaged in the business of providing  
27 entertainment and related services using unmanned aerial vehicles for the benefit of and on direction  
28 of Caesars.

1           14.     On information and belief, on June 30, 2018 around 9:00 p.m. Defendant Matt Quinn  
2 was operating one or more unmanned aerial vehicles ("Subject Drones") owned by Great Lakes Drone  
3 Company, LLC on the premises of Caesars Palace at or near the pool area.

4           15.     On information and belief, the Subject Drones were being used as entertainment to  
5 provide a light show display at the pool area of the Caesars Palace to celebrate the 4<sup>th</sup> of July.

6           16.     On June 30, 2018 Plaintiffs were lawfully on the premises of Caesars Palace.

7           17.     On June 30, 2018 Plaintiffs arrived at the pool area of the Caesars Palace to attend the  
8 Caesars Palace Fireworks Viewing Party at approximately 8:00 p.m.

9           18.     On June 30, 2018 at approximately 9:00 p.m. Plaintiffs were at the pool area of the  
10 Caesars Palace to view a fireworks display.

11          19.     At all times relevant herein Caesars Palace had a duty to exercise due care in ensuring  
12 the safety of all patrons or other persons on the premises of the Caesars Palace including, but not  
13 limited to, patrons or other persons at or near the pool area.

14          20.     At all times relevant herein Defendants, and each of them, had a duty to ensure the  
15 Subject Drones were operated in a manner safe to all patrons and other person on the premises of  
16 Caesars Palace.

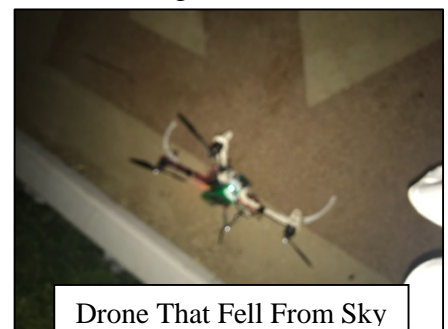
17          21.     On information and belief at approximately 9:00 p.m. Matt Quinn began operating the  
18 subject drones to provide a light show as entertainment to the patrons and other persons attending the  
19 Caesars Palace Fireworks Viewing Party.

20          22.     At approximately 9:10 p.m. the Subject Drones began flying near and around the  
21 patrons and other persons attending the Caesars Palace Fireworks Viewing Party.

22          23.     Defendants, and each of them, failed to exercise due care in allowing operation of the  
23 Subject Drones in a manner unsafe to patrons and other persons attending the Caesars Palace  
24 Fireworks Viewing Party on the premises of Caesars Palace.

25          24.     At approximately 9:15 p.m. one or more of the  
26 Subject Drones was operated in a manner that caused it to  
27 collide with patrons and other guests, including Plaintiffs,

28



1 attending the Caesars Palace Fireworks Viewing Party (hereinafter  
2 "Subject Incident").

3 25. As a direct result of Subject Drones unsafe operation  
4 Plaintiffs were struck by the Subject Drones causing severe and  
5 permanent physical and mental injuries.

6 **FIRST CLAIM FOR RELIEF**

7 **(JOINT VENTURE LIABILITY AGAINST ALL**  
8 **DEFENDANTS)**



Monika Nourmand's  
Eye Injury

9 26. Plaintiffs repeat and reallege every foregoing paragraph set forth above and  
10 incorporates the same by reference as though fully set forth at length herein.

11 27. Defendants Caesars Palace, Great Lakes Drone Company and Matt Quinn participated  
12 in a joint venture when it operated the Subject Drones and/or promoted and/or marketed the Caesars  
13 Palace Fireworks Viewing Party.

14 28. Defendants, and each of them, and as co-venturers, entered into a contractual  
15 relationship with one another – in the nature of an informal partnership for purposes of promoting  
16 and/or marketing the Caesars Palace Fireworks Viewing Party.

17 29. Defendants, and each of them, as co-venturers, conducted a business enterprise by  
18 operating the Subject Drones and/or promoting and/or marketing the Caesars Palace Fireworks  
19 Viewing Party.

20 30. Defendants, and each of them, and as co-venturers agreed to share jointly in profits  
21 from the Caesars Palace Fireworks Viewing Party.

22 31. Defendants, and each of them, and as co-venturers are joint and severally liable to  
23 Plaintiff for the wrongful acts committed in furtherance of the joint venture.

24 32. Defendants' negligent acts and/or omissions are imputed to each and every co-venturer  
25 of the joint enterprise rendering those participating in the joint venture liable for Plaintiff's injuries.

26 33. As a direct and proximate result of the negligence, carelessness and reckless actions  
27 and inactions of the Defendants, and their employees, agents and assigns, in furtherance of the joint  
28 venture, Plaintiffs have suffered severe and serious personal physical and mental injuries. Plaintiffs

1 have sustained damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

2 34. As a direct and proximate result of the negligence of Defendants, and each of them, in  
3 furtherance of the joint venture, Plaintiffs have been limited in occupation and recreational activities,  
4 which have caused and shall continue to cause Plaintiffs loss of earning capacity, lost wages, physical  
5 impairment, mental anguish, and loss of enjoyment of life, in a presently unascertainable amount.

6 35. As a further direct and proximate result, Plaintiffs incurred expense for medical care  
7 and treatment and will incur expenses for medical care and treatment in the future in an amount to be  
8 proven at trial.

9 36. Plaintiffs have been required to engage the services of an attorney, incurring attorney's  
10 fees and costs to bring this action.

11 **SECOND CLAIM FOR RELIEF**  
12 **(NEGLIGENCE AGAINST CAESARS ENTERTAINMENT CORPORATION)**

13 37. Plaintiffs repeat and reallege each and every foregoing paragraphs as set forth above  
14 and incorporates the same be reference as though fully set forth at length herein.

15 38. At all times material hereto, particularly on June 30, 2018, Defendant Caesars owned,  
16 promoted, operated secured, oversaw, managed, provided security for, provided safety service for,  
17 maintained and controlled the property located at 3570 S. Las Vegas Blvd, Las Vegas, NV 89109  
18 commonly referred to as Caesars Palace, including but not limited to the pool area, and had all duties  
19 of due care related thereto.

20 39. At all times material hereto, Defendant Caesars owed a duty of reasonable care for the  
21 safety of patrons or other persons entering their property, including Plaintiff.

22 40. At all times material hereto, Caesars owed a duty of reasonable care to ensure that its  
23 premises were reasonably safe from dangers.

24 41. At all times material hereto, it was reasonable foreseeable that an unmanned aerial  
25 vehicle would be operated in an unsafe manner.

26 42. At all times material hereto, it was reasonable foreseeable that a patron or other guest  
27 would be injured by an errantly operated unmanned aerial vehicle.

28 43. Caesars failed to exercise due care to preventing the operation of unmanned aerial

1 vehicles in areas near or around patrons or other guests.

2 44. Caesars failed to exercise due care by allowing the errant operation of unmanned aerial  
3 vehicles on its premises.

4 45. Due to the actions and inactions of Caesars, it was reasonably foreseeable that  
5 Plaintiffs could and would be injured by the errant operation of unmanned aerial vehicles on its  
6 premises near or around patrons and other persons.

7 46. Due to the actions and inactions of Caesars, it was reasonably foreseeable that errant  
8 operation of unmanned aerial vehicles would occur;

9 47. At all times material hereto Caesars owed a duty of reasonable care in the ownership,  
10 promotion, operation, oversight, management, security of, safety services for, maintenance and control  
11 of the subject property, including in the pool area, and to otherwise ensure through the use of due care  
12 that persons on its property are not injured due to Caesars negligent, wanton, or reckless actions and  
13 inaction.

14 48. At all times material hereto, Caesars breached its duties of care and were negligent,  
15 wanton and reckless. Caesars, *inter alia*, failed to prohibit the operation of unmanned aerial vehicles  
16 near or around patrons or other guests, failed to ensure unmanned aerial vehicles were operated in a  
17 manner in compliance with Federal Safety Rules and Regulations, and failed to ensure unmanned  
18 aerial vehicles were operated in a manner safe for patrons or other guests.

19 49. In addition to its direct liability, Caesars is vicariously liable for the acts and omission  
20 of any staff, agents, apparent agents, servants, contractors, employees or consultants, independent  
21 contractors, or singular person or entities which in any manner caused or contributed to Plaintiffs'  
22 injuries and damages.

23 50. On information and belief, Caesars expressly authorized the operation of unmanned  
24 aerial vehicles on its premises near or around patrons or other persons.

25 51. As a direct and proximate result of the negligence, carelessness and reckless actions  
26 and inactions of the Defendants, and their employees, agents and assigns, in furtherance of the joint  
27 venture, Plaintiffs have suffered severe and serious personal physical and mental injuries. Plaintiffs  
28 have sustained damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).





1 Subject Drones near or around the people, including Plaintiffs, attending Caesars Palace Fireworks  
2 Viewing Party.

3 61. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
4 Quinn breached their duty of due care by operating the Subject Drones over the people attending  
5 Caesars Palace Fireworks Viewing Party, including Plaintiffs who were not participating in the  
6 operation of the Subject Drones.

7 62. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
8 Quinn breached their duty of due care by operating the Subject Drones more than 30 minutes after  
9 sunset.

10 63. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
11 Quinn breached their duty of due care by operating more than one of the Subject Drones  
12 simultaneously.

13 64. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
14 Quinn breached their duty of due care by operating the Subject Drones in a careless and/or reckless  
15 manner.

16 65. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
17 Quinn breached their duty of due care by operating the Subject Drones without performing a preflight  
18 inspection.

19 66. On information and belief, Defendants Great Lakes Drone Company, LLC and Matt  
20 Quinn breached their duty of due care by operating the Subject Drones in an errant manner causing the  
21 Subject Drones to strike Plaintiffs.

22 67. As a direct and proximate result of the negligence, carelessness and reckless actions  
23 and inactions of the Defendants, and their employees, agents and assigns, in furtherance of the joint  
24 venture, Plaintiffs have suffered severe and serious personal physical and mental injuries. Plaintiffs  
25 have sustained damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

26 68. As a direct and proximate result of the negligence of Defendants, and each of them, in  
27 furtherance of the joint venture, Plaintiffs have been limited in occupation and recreational activities,  
28 which have caused and shall continue to cause Plaintiffs loss of earning capacity, lost wages, physical





1 Title 14 of the Code of Federal Regulations part 107.

2 91. As a direct and proximate result of the negligence, carelessness and reckless actions  
3 and inactions of the Defendants, and their employees, agents and assigns, in furtherance of the joint  
4 venture, Plaintiffs have suffered severe and serious personal physical and mental injuries. Plaintiffs  
5 have sustained damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

6 92. As a direct and proximate result of the negligence of Defendants, and each of them, in  
7 furtherance of the joint venture, Plaintiffs have been limited in occupation and recreational activities,  
8 which have caused and shall continue to cause Plaintiffs loss of earning capacity, lost wages, physical  
9 impairment, mental anguish, and loss of enjoyment of life, in a presently unascertainable amount.

10 93. As a further direct and proximate result, Plaintiffs incurred expense for medical care  
11 and treatment and will incur expenses for medical care and treatment in the future in an amount to be  
12 proven at trial.

13 94. Plaintiffs have been required to engage the services of an attorney, incurring attorney's  
14 fees and costs to bring this action.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs Monika I. Nourmand and Firuzeh Nourmand, pray for Judgment in  
3 their favor and against the Defendants, and each of them, as follows:

- 4 1) For a judgment in favor of Plaintiff and against Defendants, and each of them, on the  
5 Complaint and all claims for relief asserted therein;
- 6 2) For an award of general and special damages in an amount in excess of \$15,000, to be  
7 proven at trial;
- 8 3) For an award of reasonable attorney's fees and costs incurred in this action;
- 9 4) For pre-judgment and post-judgment interest, at the rate allowed by law, on all such  
10 amounts awarded from the date of filing this Complaint and after judgment is entered; and
- 11 5) For any such other and further relief as the Court deems just and proper.

12 DATED this 12<sup>th</sup> day of July, 2018

13 PANISH SHEA & BOYLE LLP

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15  
16 By

  
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21 Attorneys for Plaintiffs Monika I. Nourmand and  
22 Firuzeh Nourmand  
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**DEMAND FOR JURY TRIAL**

Plaintiffs MONIKA I. NOURMAND and FIRUZEH NOURMAND hereby demand a trial by jury as to all causes of action.

DATED this 12<sup>th</sup> day of July, 2018

PANISH SHEA & BOYLE LLP

By 

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