



machines in July 2013 would be fully refunded. Defendants specifically promised to “refund all slot losses!” and stated that “[i]f you lose we’ll give it all back!”

3. Consumers from all over traveled to Atlantic City to gamble at the Revel Casino. Defendant’s marketing campaign was a success; Revel’s gross gaming revenue increased 33%, gross table revenue increase 36% and slot machine revenue increased 32% when compared to July 2012.<sup>1</sup> Upon information and belief, Revel’s slot machine revenue in July 2012 was approximately \$17.5 million.

4. Contrary to these affirmative claims, however, Defendants have failed to refund the slot machines losses as promised in the “Gamblers Wanted” marketing campaign by falling back on nearly unreadable fine print located in some, but not all, of Revel’s “Gamblers Wanted” advertisements. This fine print states any refunds will not be issued in cash but in the form of slot pay dollars that can only be used to gamble at Revel’s slot machines, that only 5% of the refund will be issued per week for twenty weeks in the form of slot play dollars, that the consumer must travel to Revel every week in order to claim any of the slot dollars, and that any week the consumer does not travel to Revel will result in the permanent forfeiture of that week’s slot dollars.

5. These wrongful acts by Defendants constitute violations of the New Jersey Consumer Fraud Act, the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, and the New York General Business Laws, in addition to a breach of contract, unjust enrichment, and breach of the duty of good faith and fair dealing.

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<sup>1</sup> See *Gamblers Wanted – Gamblers Responded*., REVEL MEDIA CENTER, available at <http://media.revelresorts.com/press-release/111/Gamblers-Wanted-Gamblers-Responded/> (last visited Sept. 12, 2013).

**PARTIES**

6. Plaintiff Margaret Peragine is a resident of Lake Grove, a village of Suffolk County, in the State of New York. As a result of Defendants' conduct as alleged herein, Margaret Peragine has been injured.

7. Plaintiff Nicholas Peragine is a resident of Lake Grove, a village of Suffolk County, in the State of New York. As a result of Defendants' conduct as alleged herein, Nicholas Peragine has been injured.

8. The members of the Class are those individuals who patronized Revel's slot machines during the month of July 2013 and incurred losses that were not refunded by Defendants. Upon information and belief, members of the Class number in the hundreds if not thousands.

9. Defendant Revel Entertainment Group LLC ("Revel") is a New Jersey Limited Liability Company with its principal place of business at 500 Boardwalk, Atlantic City, Atlantic County, New Jersey 08401.

10. Defendant Chatham Asset Management, LLC ("Chatham") is a Delaware Limited Liability Company with its principal place of business at 26 Main Street, Suite 204, Chatham, Morris County, New Jersey 07928.

**JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction over this class action pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005, because the matter in controversy exceeds \$5 million, exclusive of interest and costs, and is a class action in which some members of the Class are citizens of states different than Defendants. *See* 28 U.S.C. § 1332(d)(2)(A).

12. This Court has personal jurisdiction over Defendant Revel and Defendant Chatham because each co-own and co-operate the Revel Casino that is located within this State.

13. Venue properly lies in this district pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the acts giving rise to Plaintiffs' claims occurred in this district, members of the putative Class are residents of this jurisdiction, and because Defendants Revel and Chatham conduct substantial business in this judicial district. Defendant Chatham's principal place of business is in this judicial district. Defendants have sufficient minimum contacts with the State of New Jersey and intentionally avail themselves of the consumers and markets within the State of New Jersey through the promotion, marketing and operation of the Revel Casino.

#### **FACTUAL BACKGROUND**

14. Defendant Revel owns and co-operates the Revel Atlantic City Hotel, Resort & Casino ("Revel Atlantic City" "Revel Casino" "Revel") located at 500 Boardwalk, Atlantic City, New Jersey. Upon information and belief, the Revel Casino cost approximately 2.4 billion dollars to build. Despite Revel's efforts and investments, the Revel Casino posted losses of approximately \$149 million from its opening in April 2012 through March 2013.

15. On or about March 25, 2013, Revel filed petitions in the United States Bankruptcy Court for the District of New Jersey (Camden) seeking relief under Chapter 11 of the United States Bankruptcy Code.

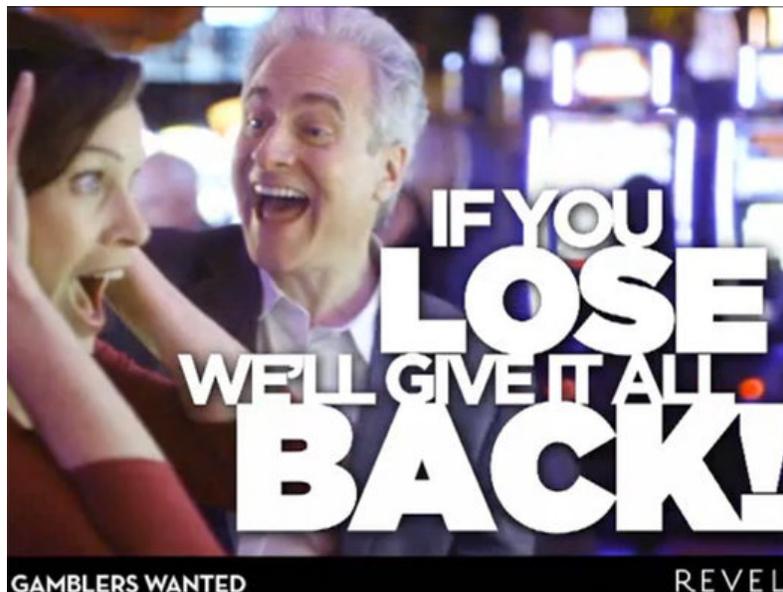
16. On or about May 31, 2013, Chatham obtained a New Jersey license that enabled it to oversee Revel's management and operations after Revel exited from Chapter 11 bankruptcy protection. Chatham co-operates the Revel Casino with Revel.

17. At all material times referenced herein, Defendant Chatham was a co-operator of Revel Casino with the power, authority and obligation to both establish and approve any marketing campaigns for the Revel Casino.

18. In an effort to emerge from these Bankruptcy proceedings and attract consumers to the Revel Casino, Defendants aggressively promoted a marketing campaign entitled “Gamblers Wanted.” This marketing campaign was conducted during June and July 2013 through various mass media outlets, including advertisements on television, radio, internet, and outdoor posters and billboards.

19. The “Gamblers Wanted” campaign advertisements explicitly and unambiguously promised to refund all losses over \$100 incurred at the Revel slot machines during July 2013 (“Slot Refund Offer”). The “Gamblers Wanted” campaign spread the promise of a refund to consumers in a variety of ways, the cornerstone of which were conspicuously displayed across the mass media outlets described above, and include:

- “If you lose we’ll give it all back!”



- “In July refund all slot losses!”



- “In July, you can’t lose!”



- “All July slot losses refunded”<sup>2</sup>



(the “Advertising Statements”).

20. During the month of July 2013, Plaintiffs Margaret and Nicholas Peragine traveled to the Revel Casino at 500 Boardwalk, Atlantic City, New Jersey and gambled on the slot machines in order to take advantage of Defendants’ offer to “refund all slot losses.”

21. Plaintiffs Margaret and Nicholas Peragine each sustained losses over the \$100 minimum after their July 2013 visits to the Revel Casino slot machines.

22. When Plaintiffs telephoned Revel to ask for a refund of their slot machine losses in July 2013, Defendants’ representative informed them that Revel would not be providing cash refunds to Plaintiffs. Defendants’ representative informed Plaintiffs that they would each receive a flyer in the mail that would detail the “refund” scheme.

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<sup>2</sup> The fine print at the bottom of the advertisement states “Gambling Problem? Call 1-800-GAMBLER” and “Must be 21 or older. See Revel Card Desk for details.”

23. Defendants' representative told Plaintiffs that they would receive slot play dollars instead of cash and that the slot play dollars had no cash value and could only be used by gambling at the Revel Casino slot machines.

24. Plaintiffs received Defendants' flyer, attached as Exhibit 1 hereto, shortly thereafter. This flyer stated that Plaintiffs would receive their "refund" in the form of free slot play dollars in the amount of 5% of the total loss incurred during July 2013. In order to claim the free slot play dollars, Plaintiffs had to "Come to Revel each week to play [their] slot refund coupon."

25. None of the "Gamblers Wanted" campaign advertisements stated there were any restrictions or limitations on the Slot Refund Offer, other than that the Slot Refund Offer only applied to losses of greater than \$100 incurred during July 2013. Some, but not all, of Defendants "Gamblers Wanted" advertisements set forth other limitations and restrictions in conflicting and virtually unreadable fine print that was displayed too quickly for consumers to read and/or displayed in a font too small to be readable (the "Unreadable Fine Print").

26. The Unreadable Fine Print added limitations and restrictions to the Slot Refund Offer that: (1) was in direct and total contravention to the statements in the "Gamblers Wanted" campaign; and (2) was printed in a font size so small as to be unreadable without magnification.

27. Defendants' online press release<sup>3</sup> announcing the start of the "Gamblers Wanted" campaign included some of the Advertising Statements but made no mention of any of the limitations or restrictions contained in the Unreadable Fine Print. Defendants also failed to

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<sup>3</sup> See Revel Announces "Gamblers Wanted" Campaign: Casino to Refund All Slot Losses in July and Match All Competitor Slot Offers, REVEL MEDIA CENTER, available at <http://media.revelresorts.com/press-release/102/> (last visited Sept. 12, 2013).

indicate that any other rules or restrictions existed and failed to provide a hyperlink or location that would allow the reader to locate any rules or restrictions on his or her own.

28. The Unreadable Fine Print was displayed for as short as 2 seconds on the bottom of television and internet video advertisements and consisted of five sentences at the bottom of the advertisement. Given the small size of the font and the 2 second display time, reading all of the Unreadable Fine Print would have been almost impossible. The contents of the Unreadable Fine Print were not read aloud to the viewer.<sup>4</sup>

29. Defendants' radio advertisements stated "If you lose, we'll give it all back" but did not mention any of the content in the Unreadable Fine Print, simply telling listeners to "See Player's Club for details."

30. Defendants' willfully hid the contents of the Unreadable Fine Print so potential customers would not know that Defendants' did not intend to "give it all back" to customers that lost money during July 2013 at Revel.

31. Defendants' willful, fraudulent, and deceptive use of the Unreadable Fine Print contributed to the Revel Casino's most profitable month ever.

32. Customers were unaware of the limitations and restrictions imposed by the Unreadable Fine Print due to Defendants' unlawful, false, deceptive, and misleading conduct that did adequately disclose the limitations and restrictions. Further, the Unreadable Fine Print was in direct contradiction with the Advertising Statements contained in the "Gamblers Wanted" marketing campaign.

33. The Unreadable Fine Print and the Slot Refund Offer are irreconcilable and, at a minimum, are likely to mislead a reasonable consumer. The Slot Refund Offer promises a

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<sup>4</sup> See <http://www.youtube.com/watch?v=9aEbyekN0sk> (last visited Sept. 12, 2013).

“refund” on any losses incurred during the month of July 2013, whereas the Unreadable Fine Print stated free slot play dollars would be received instead of a refund. The free slot play dollars possess no cash value and, as such, cannot be cashed out or used for anything other than to play the Revel Casino slot machines.

34. According to the Merriam-Webster dictionary, “refund” is defined as “to give or put back” or “to return (money) in restitution, repayment, or balancing of accounts.”<sup>5</sup>

35. Consistent with the aforementioned definition of refund, Defendants’ promised that “[i]f you lose, we’ll give it all back!”

36. Defendants’ Unreadable Fine Print, however, is entirely inconsistent with the definition of refund as it is not giving the customers back what they lost, not returning the customers’ money, and not repaying the customers for their losses.

37. In contradiction with the definition of refund, Defendants’ Unreadable Fine Print requires any slot players who suffered a net loss of over \$100 during July 2013 to travel to the Revel Casino every week for twenty consecutive weeks to qualify for the “refund.” Each week, Defendants place 5% of the total loss back onto the customer’s Revel Reward Card in the form of free slot play dollars.

38. Any week that a customer is unavailable to physically travel to the Revel Casino to claim his or her “refund” results in the total and permanent forfeiture of the slot play dollars for that week.

39. Once the customer has traveled back to the Revel Casino and has the “refund” placed on his or her Revel Reward Card, the only use of the slot play dollars is to gamble at the slot machines. The slot play dollars cannot be converted into cash at the Revel Casino.

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<sup>5</sup> See <http://www.merriam-webster.com/dictionary/refund>. (last visited Sept. 12, 2013).

40. Defendants, before and during the “Gamblers Wanted” campaign that revealed the Slot Refund Offer, had the knowledge that many customers would be unable to return to the Revel Casino every week for *twenty consecutive weeks* to claim Defendants’ “refund.” With this knowledge, Defendants’ promise to “give it all back” was unlawful, false, deceptive, and misleading.

41. A reasonable customer who viewed or heard Defendants’ “Gamblers Wanted” advertisements would interpret such advertisements to mean that any slot losses incurred in excess of \$100 during July 2013 would be immediately refunded to the customer in either cash or a cash equivalent.

42. Defendants’ purposefully created and disseminated the “Gamblers Wanted” advertisements that promised to refund slot losses during July 2013 with the intention of never fulfilling such promises.

43. Defendants’ unlawful, false, deceptive, and misleading advertisements induced thousands of customers, including Plaintiffs and the putative Class, to reasonably believe any losses would be refunded in a manner consistent with the statements made in the “Gamblers Wanted” Campaign, namely that “If [they] lost, we’ll give it all back!”

44. Defendants’ unlawful, false, deceptive, and misleading advertisements constitute unfair methods of competition and unfair or deceptive acts or practices within the meaning of each of the aforementioned consumer protection statutes, and has caused injury Plaintiffs and the Class.

**CLASS ACTION ALLEGATIONS**

45. This action is brought on behalf of Plaintiffs, individually and as a class action, pursuant to FED. R. CIV. P. 23(a), 23(b)(2) and/or 23(b)(3) on behalf of a nationwide class of consumers. Specifically, the nationwide class consists of:

All persons who patronized Revel Casino and incurred losses exceeding \$100 on slot machines during the month of July 2013 (the “Nationwide Class” or “Class”).

46. In the alternative to the Nationwide Class, and pursuant to FED. R. CIV. P. 23(c)(5), Plaintiffs seek to represent the following state subclass:

All persons residing in New York who patronized Revel Casino and incurred losses exceeding \$100 on slot machines during the month of July 2013 (the “New York Class”).

47. The rights of each member of the Class were violated in a similar fashion based upon Defendants’ uniform actions.

48. This action has been brought and may be properly maintained as a class action for the following reasons:

a. Numerosity: Members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class contains hundreds and perhaps thousands of members. Defendants unlawful, false, deceptive, and misleading advertisements were purposefully targeted at millions of consumers. The Class is therefore sufficiently numerous to make joinder impracticable, if not impossible. The precise number of Class members is unknown to Plaintiffs.

b. Existence and Predominance of Commons Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions

predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

i. Whether Defendants violated the New Jersey Consumer Fraud Act, the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, and the New York General Business Laws, by Defendants' unlawful, false, deceptive, and misleading advertisements that stated Defendants would refund all slot machine losses at the Revel Casino during July 2013.

ii. Whether Defendants' failure to refund slot losses in accordance with the Slot Refund Offer constituted a breach of contract.

iii. Whether Defendants' actions constituted an unjust enrichment for them because Defendants have received and are holding funds rightfully belonging to Plaintiffs and the Class.

iv. Whether Defendants' actions constituted a breach of the duty of good faith and fair dealing by acting in bad faith and/or with a malicious motive to deny refunds based on the contents of Defendants' Unreadable Fine Print;

v. the appropriate nature of class-wide equitable relief; and

vi. the appropriate measurement of restitution and/or measure of damages to award to Plaintiff and members of the Class.

These and other questions of law or fact which are common to the members of the Class predominate over any questions affecting only individual members of the Class.

c. Typicality: Plaintiffs' claims are typical of the claims of the Class since Plaintiffs were patrons of Revel Casino during July 2013 and patronized Revel based on the information broadcasted through the "Gamblers Wanted" marketing campaign, as did each

member of the Class. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries arising out of Defendant's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent class members.

d. Adequacy: Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the Class that they seeks to represent; they have retained counsel competent and highly experienced in complex class action litigation; and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

e. Superiority: A class action is superior to other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

f. Ascertainability: Class members are readily ascertainable, and can be identified by Defendants' records. Upon information and belief all (or nearly all) class members had a Revel Rewards Card that has sufficient information to identify who is a class member.

i. When signing up for a Revel Rewards Card, individuals must fill out a form that provides Revel with their first and last name, an email address, and their date of birth.<sup>6</sup>

ii. The Revel Rewards Card allows individuals who patronize Revel to, *inter alia*, earn rewards points and receive a variety of benefits that are tied to the Revel Rewards Card.

iii. To qualify for the Slot Refund Offer, customers were required to insert their Revel Rewards Card into the Revel slot machines before playing. Thus, all customers who qualified for the Slot Refund Offer can be identified through Revel's Reward Card database.

g. Defendant has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole; and

h. In the absence of a class action, Defendant would be unjustly enriched because it would be able to retain the benefits and fruits of its wrongful conduct.

i. Application of New Jersey law to the Nationwide Class is appropriate because Revel's principal place of business is in New Jersey, Defendants' deceptive marketing scheme was designed in and emanated from New Jersey, all of the relevant transactions occurred at a casino located in New Jersey, and Defendants' scheme required consumers to

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<sup>6</sup> See *Revel Card*, RevelResorts.com, available at <http://www.revelresorts.com/revelcard> (last visited Sept. 12, 2013).

travel to New Jersey to participate in the “Gamblers Wanted” campaign (and then to return to New Jersey again in a futile attempt to redeem their losses).

**VIOLATIONS ALLEGED**

**COUNT I**  
**VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT (“NJCF A”)**  
**(On Behalf of the Nationwide Class)**

49. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

50. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

51. The NJCFA was enacted to protect citizens from deceptive, fraudulent, and misleading commercial practices and makes such practices unlawful.

52. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.J. STAT. ANN. § 56:8-2 because Defendants made affirmative misrepresentations regarding the terms of the Slot Refund Offer.

53. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.J. STAT. ANN. § 56:8-2 because Defendants knowingly omitted and concealed material facts regarding the terms of the Slot Refund Offer and Defendants knew that others would rely on such omissions and concealments.

54. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.J. ADMIN. CODE § 13:45A-9.2(a)(5) because the advertisements were not “set forth in a type size and style that is clear and conspicuous relative to the other type sizes and styles used in the advertisement.”

55. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.J. ADMIN. CODE § 13:45A-9.2(a)(9) because the advertisements were a “false or misleading representation of facts concerning the reasons for, existence or amounts of price reductions, [and] the nature of an offering.”

56. Defendants’ advertisements also violated the NJCFA because they contained materially misleading (and false) statements, and omitted material information.

57. As a result of Defendants’ conduct, Plaintiffs and Class Members have suffered an ascertainable loss in the form of direct monetary losses.

58. A causal relationship exists between Defendants’ unlawful, false, deceptive, and misleading conduct and the Plaintiffs’ and the putative Classes’ injuries, including, but not limited to, the amount of money lost at the Revel Casino slot machines during July 2013. Had Defendants’ not engaged in the aforementioned deceptive conduct, Plaintiffs and the putative Classes would not have gambled at Revel Casino or would have gambled less at Revel Casino.

59. Notice of this lawsuit has been provided to the New Jersey Attorney General as required by N.J. STAT. ANN. § 56:8-20.

**COUNT II**  
**VIOLATIONS OF THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT,  
WARRANTY AND NOTICE ACT, N.J. STAT. ANN. § 56:12 et seq. (“TCCWNA”)**  
**(On Behalf of the Nationwide Class)**

60. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

61. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

62. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.J. STAT. ANN. § 56:12-2 because the advertisements

constituted a binding contract with Plaintiffs and the Class and the terms of such contracts were not “written in a simple, clear, understandable and easily readable way.”

63. The TCCWNA entitles Plaintiffs and the Classes to recover their slot machine losses incurred at the Revel Casino during July 2013, together with one hundred dollars each and reasonable attorney’s fees and court costs pursuant to N.J. STAT. ANN. § 56:12-17.

64. As a result of Defendants’ conduct, Plaintiffs and Class members have suffered an ascertainable loss in the form of direct monetary losses.

65. A causal relationship exists between Defendants’ unlawful, false, deceptive, and misleading conduct and the Plaintiffs’ and the putative Classes’ injuries, including, but not limited to, the amount of money lost at the Revel Casino slot machines during July 2013. Had Defendants’ not engaged in the aforementioned deceptive conduct, Plaintiffs and the putative Classes would not have gambled at Revel Casino or would have gambled less at Revel Casino.

**COUNT III**  
**VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW § 349**  
**(On Behalf of the New York Class)**

66. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

67. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

68. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute a violation of N.Y. GEN. BUS. § 349 because the advertisements constituted “[d]eceptive acts or practices in the conduct of any business, trade or commerce.”

69. As a result of Defendants’ conduct, Plaintiffs and Class members have suffered an ascertainable loss in the form of direct monetary losses.

70. A causal relationship exists between Defendants' unlawful, false, deceptive, and misleading conduct and Plaintiffs' and the putative Classes' injuries, including, but not limited to, the amount of money lost at the Revel Casino slot machines during July 2013. Had Defendants' not engaged in the aforementioned deceptive conduct, Plaintiffs and the putative Classes would not have gambled at Revel Casino or would have gambled less at Revel Casino.

**COUNT IV**  
**VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW § 350**  
**(On Behalf of the New York Class)**

71. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

72. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

73. The aforementioned unlawful, false, deceptive, and misleading advertisements by Defendants constitute violations of N.Y. GEN. BUS. § 350 because the advertisements constituted “[f]alse advertising in the conduct of any business, trade, or commerce.”

74. As a result of Defendants' conduct, Plaintiffs and Class members have suffered an ascertainable loss in the form of direct monetary losses which range from a few hundred dollars to a few thousand dollars each.

75. A causal relationship exists between Defendants' unlawful, false, deceptive, and misleading conduct and the Plaintiffs' and the putative Classes' injuries, including, but not limited to, the amount of money lost at the Revel Casino slot machines during July 2013. Had Defendants' not engaged in the aforementioned deceptive conduct, Plaintiffs and the putative Classes would not have gambled at Revel Casino or would have gambled less at Revel Casino.

**COUNT V**  
**BREACH OF CONTRACT**

**(On Behalf of the Nationwide Class or, Alternatively, the New York Class)**

76. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

77. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

78. Defendants' "Gamblers Wanted" campaign and Slot Refund Offer constituted a contract offer whereby Plaintiffs and Class members were solicited to go to Revel Casino in July 2013 and gamble on Defendants' slot machines and, if done, any losses would be returned to the Plaintiffs and Class members because "If you lose, [Defendants] give it all back!"

79. Defendants' offer was invited to be accepted through playing the Revel Casino slot machines during July 2013.

80. Plaintiffs and the Class members accepted Defendants' offer by gambling on Revel Casino's slot machines during July 2013 and sustaining losses of over \$100, creating a legally enforceable agreement between Defendants and Plaintiffs and the Class members. Thus, to the extent it is required, Plaintiffs substantially performed the contract.

81. Plaintiffs and the Class members incurred slot machine losses at Revel Casino during July 2013 that exceed \$100; however, Defendants failed to refund the slot losses in accordance with the "Gamblers Wanted" marketing campaign and the Slot Refund Offer, and in violation of the parties' agreement.

82. As a result of Defendants' failure to refund the aforementioned slot losses incurred by Plaintiffs and the Class members during July 2013, Defendants breached the legally enforceable agreement between the parties.

83. As a result of Defendants' conduct, Plaintiffs and Class members have suffered an ascertainable loss in the form of direct monetary losses.

84. A causal relationship exists between Defendants' breach of contract and the Plaintiffs' and the putative Classes' injuries, including, but not limited to, the amount of money lost at the Revel Casino slot machines during July 2013.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(On Behalf of the Nationwide Class or, Alternatively, the New York Class)**

85. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

86. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants. This claim is plead in the alternative to Plaintiffs' contract claims, pursuant to FED. R. CIV. P. 8.

87. Plaintiffs and Class members conferred a tangible economic benefit upon Defendants by patronizing the Revel Casino slot machines during July 2013. Plaintiffs and Class members would not have gambled at the Revel Casino slot machines, or would have gambled less, had they known that Defendants' had no intention of refunding their monies in accordance with the Slot Refund Offer.

88. Failing to require Defendants to provide remuneration under these circumstances would result in Defendants being unjustly enriched at the expense of Plaintiffs and the Class members.

89. Defendants' retention of the benefit conferred upon them by Plaintiffs and members of the Class would be unjust and inequitable.

**COUNT VII**  
**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**  
**(On Behalf of the Nationwide Class or, Alternatively, the New York Class)**

90. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

91. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants.

92. Every contract in New Jersey contains an implied covenant of good faith and fair dealing. The implied covenant of good faith and fair dealing is an independent duty and may be breached even if there is no breach of a contract's express terms.

93. Defendants breached the covenant of good faith and fair dealing by, *inter alia*, failing to properly notify and adequately disclose to Plaintiffs and Class members the contents of Defendants' Unreadable Fine Print.

94. The Defendants acted in bad faith and/or with a malicious motive to deny the Plaintiffs and Class members the benefit of the bargain originally intended by the parties, thereby causing them monetary injury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray, on behalf of themselves and members of the Class, that this Court:

- A. determine that the claims alleged herein may be maintained as a class action under Rule 23(a), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, and issue order certifying the Class as defined above;
- B. award all actual, general, special, incidental, statutory, punitive and consequential damages to which Plaintiffs and Class members are entitled;
- C. award pre-judgment and post-judgment interest on such monetary relief;
- D. grant appropriate injunctive and/or declaratory relief as the Court may deem reasonable;
- E. award reasonable attorneys' fees and costs; and grant such further and other relief that this Court deems appropriate.

**JURY DEMAND**

Plaintiffs, on behalf of themselves and the putative class, demand a trial by jury on all issues so triable.

Dated: September ----, 2013

Respectfully submitted,

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*Counsel for Plaintiffs and the Class*

**EXHIBIT “1”**

## YOUR REFUND FOR JULY 1 - 31

You came. You played. And now, as promised, we're paying you back.

Enclosed is your July Slot Refund of \$1260. Come to Revel each week to play your slot refund coupon. Insert your Revel Card into any slot machine to activate your FREE Slot Play!

Offer valid once only during valid period. For complete details and rules of all promotions, customers can visit Revel Card desk or visit [www.revelcasino.com](http://www.revelcasino.com). Must be 21 years of age. Revel Card required. Gambling Problem? Call 1-800-GAMBLER.



<p><b>\$63</b> <b>Free Slot Play!</b> Valid 8/5/13 - 8/13/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 8/14/13 - 8/20/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 8/21/13 - 8/27/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 8/28/13 - 9/3/13 Margaret Peragine 10886481</p>
<p><b>\$63</b> <b>Free Slot Play!</b> Valid 9/4/13 - 9/10/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 9/11/13 - 9/17/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 9/18/13 - 9/24/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 9/25/13 - 10/1/13 Margaret Peragine 10886481</p>
<p><b>\$63</b> <b>Free Slot Play!</b> Valid 10/2/13 - 10/8/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 10/9/13 - 10/15/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 10/16/13 - 10/22/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 10/23/13 - 10/29/13 Margaret Peragine 10886481</p>
<p><b>\$63</b> <b>Free Slot Play!</b> Valid 10/30/13 - 11/5/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 11/6/13 - 11/12/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 11/13/13 - 11/19/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 11/20/13 - 11/26/13 Margaret Peragine 10886481</p>
<p><b>\$63</b> <b>Free Slot Play!</b> Valid 11/27/13 - 12/3/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 12/4/13 - 12/10/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 12/11/13 - 12/17/13 Margaret Peragine 10886481</p>	<p><b>\$63</b> <b>Free Slot Play!</b> Valid 12/18/13 - 12/24/13 Margaret Peragine 10886481</p>

JS 44 (Rev. 12/12)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b> Margaret and Nicholas Peragine</p> <p>(b) County of Residence of First Listed Plaintiff <u>Suffolk County, NY</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, Email and Telephone Number) Joseph G. Sauder Chimicles &amp; Tikellis LLP, 361 W. Lancaster Avenue Haverford, PA 19041 (610) 642-8500</p>	<p><b>DEFENDANTS</b> Revel Entertainment Group LLC and Chatham Asset Management, LLC</p> <p>County of Residence of First Listed Defendant <u>Atlantic County, NJ</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input checked="" type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation

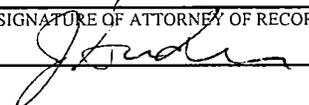
**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Section 1332(d)

Brief description of cause:  
Class action related to deceptive marketing campaign

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: 09/12/2013    SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
NEWARK DIVISION**

MARGARET PERAGINE and NICHOLAS  
PERAGINE, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

REVEL ENTERTAINMENT GROUP LLC and  
CHATHAM ASSET MANAGEMENT, LLC,

Defendants.

No.

**CLASS ACTION**

**JURY TRIAL DEMANDED**

Joseph G. Sauder, of full age, certifies that pursuant to L. Civ. R. 201.1 the within matter is not arbitrable, being that the complaint seeks damages in excess of \$150,000.00 and injunctive relief.

DATED: September 12, 2013

Respectfully submitted,

By: //s// Joseph G. Sauder  
CHIMICLES & TIKELLIS LLP  
Joseph G. Sauder  
One Haverford Centre  
361 West Lancaster Avenue  
Haverford, PA 19041  
Telephone: (610) 642-8500  
Facsimile: (610) 649-3633

*Counsel for Plaintiffs*