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Attorneys for Defendant Marina District Development Company, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RAVI MOTWANI and BARRY CASSELL,	:	
Individually and on behalf of a Class	:	CIVIL ACTION NO.
of Similarly Situated Individuals,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	NOTICE OF REMOVAL
MARINA DISTRICT DEVELOPMENT	:	OF ACTION UNDER
COMPANY, LLC, d/b/a Borgata Hotel	:	28 U.S.C. §§1332, 1446
Casino and Spa,	:	and 1453(b)
	:	
Defendants.	:	
	:	

**TO THE CLERK OF THE UNITED STATES DISTRICTY COURT FOR
THE DISTRICT OF NEW JERSEY**

PLEASE TAKE NOTICE that defendant Marina District Development Company, LLC ("MDDC"), Suite 1900, Atlantic City, New Jersey 08401, hereby removes to this Court the state court action filed by Plaintiffs Ravi Motwani, 772 Prospect Street, Westfield, New Jersey 07090, and Barry Cassell, 74 Oak Drive, Upper Saddle River, New Jersey 07458, individually and on behalf of a class of similarly situated individuals. In support of this removal, MDDC states the following:

1. On or about January 12, 2015, Plaintiffs commenced an action in the Superior Court of New Jersey, Law Division, Bergen County, encaptioned *Motwani, et al. v. Marina District Development Company, LLC*, Docket No. L-276-15.

2. Defendant has not yet been formally served with a Summons and Complaint.

3. Defendant signed an Acknowledgment of Service of the Summons and Complaint effective March 12, 2015.

4. A copy of the Summons, Complaint and Acknowledgment of Service is attached as Exhibit A.

5. This Notice of Removal is being timely filed pursuant to 28 U.S.C. §1446(b).

6. This is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2) in that the matter in controversy exceeds the sum of Five Million Dollars (\$5,000,000.00), exclusive of interest and costs, and is a class action in which a members of the class of plaintiffs are citizens of a state different from the defendant.

7. The putative Class is defined as including:

All individuals who received parking vouchers from the Borgata within the past six years who at any time sought to utilize such vouchers that contained either of the following:

- Language indicating “unlimited free parking”; and/or
- Multiple coupons (whether by way of perforation or otherwise) with each multiple coupon containing language indicating “free parking one time per month” for overlapping time periods.

Compl. ¶ 27.

8. Based on its preliminary investigation, MDDC states that the putative Class as defined includes more than 50,000 individuals.

9. Defendant MDDC is a New Jersey limited liability company and has its principal place of business in New Jersey. MDDC is therefore a citizen of New Jersey for jurisdictional purposes. See 28 U.S.C. § 1332(d)(10) (“unincorporated association” is a citizen of the State under whose laws it is organized and the State where it has its principal place of business”); Ferrell v. Express Check Advance of SC LLC, 591 F.3d 698, 699-700 (4th Cir. 2010) (“limited liability company is an ‘unincorporated association’ as that term is used in this provision”).

10. According to the Complaint, the named plaintiffs are citizens of New Jersey. Compl. ¶¶ 9-10.

11. However, the putative class itself is not limited to New Jersey citizens. Compl. ¶ 27.

12. Based on its investigation, MDDL believes that the putative class includes thousands of individuals who are citizens of states other than New Jersey. See Certification of Steve Nathan, attached as Exhibit B.

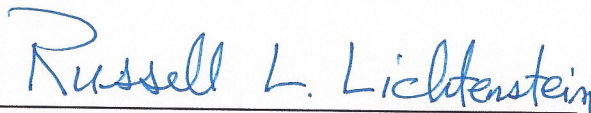
13. Thus, there is diversity of citizenship between the defendant and a member of the class. See 28 U.S.C. § 1332(d)(2)(A) (diversity exists where “any member of a class of plaintiffs is a citizen of a State different from any defendant”).

14. The putative Class asserts claims (1) for alleged violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.* (“NJCFA”); (2) for alleged violations of the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14, *et seq.* (“NJTCCWNA”); (3) common law fraud; (4) negligent misrepresentation and promissory estoppel. Compl. ¶¶ 37-69.

15. Plaintiffs seek actual and treble damages under the NJCFA, Compl. ¶ 45, statutory damages of “not less than \$100” per class member under NJTCCWNA, id. ¶ 52, and punitive damages for common law fraud. Id. ¶ 57. Plaintiff also seeks attorney’s fees and costs. Id. ¶¶ 45, 51, 57, 64, 69.

16. Thus the amount in controversy exceeds, \$5,000,000, exclusive of interest and costs.

WHEREFORE, Defendant Marina District Development Company, LLC, respectfully requests that this action be removed to the United States District Court for the District of New Jersey.



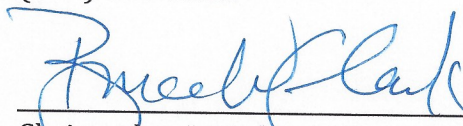
Russell L. Lichtenstein (Attorney ID)

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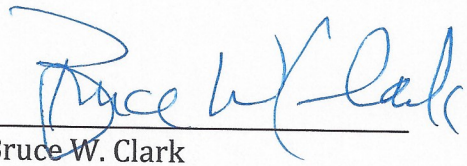
Attorneys for Defendant

Marina District Development Company, LLC

Dated: March 23, 2015

CERTIFICATE OF SERVICE

I certify that on March 23, 2015, I served a copy of the above Notice of Removal on plaintiffs' counsel by first-class mail addressed to Bruce H. Nagel, Esq., Nagel Rice, LLP, 103 Eisenhower Parkway, Suite 103, Roseland, NJ 07068.



Bruce W. Clark

NAGEL RICE, LLP

Bruce H. Nagel, Esq. - 025931977

103 Eisenhower Parkway

Suite 103

Roseland, New Jersey 07068

(973) 618-0400

Attorneys for Plaintiffs, Ravi Motwani and Barry Cassell,
Individually and on behalf of a Class of Similarly
Situating Individuals

SUPERIOR COURT BERGEN COUNTY
FILED

JAN 12 2015

DEPUTY CLERK

DATE FILED	1/12/15
BATCH #	009
PAYMENT #	140792
CA	CK
CC	MO
PAYOR	Rice
AMOUNT	2.50
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RAVI MOTWANI and BARRY CASSELL,
Individually and on behalf of a
Class of Similarly Situated
Individuals,

Plaintiffs,

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC d/b/a
BORGATA HOTEL CASINO AND SPA,

Defendant.

:SUPERIOR COURT OF NEW JERSEY
:LAW DIVISION:BERGEN COUNTY
:DOCKET NO. L-276-15

: CIVIL ACTION

: COMPLAINT & JURY DEMAND

Plaintiffs, Ravi Motwani and Barry Cassell, by and through
the undersigned attorneys, by way of Complaint, bring this suit
against Defendant Marina District Development Company, LLC d/b/a
Borgata Hotel Casino and Spa ("the Borgata") to recover damages
owed to them and others similarly situated.

NATURE OF THE ACTION

1. Plaintiffs bring this putative class action against
the Borgata for violation of the New Jersey Consumer Fraud Act,
violation of the Truth-in-Consumer Contract Warranty and Notice
Act, fraud and misrepresentation, in each case predicated upon

false, misleading and deceptive statements contained in parking vouchers distributed by Borgata to its "reward members", such as plaintiffs.

2. The false, misleading and deceptive parking vouchers which are the subject of this litigation were issued in at least two different forms.

3. One form of the Borgata's parking voucher includes the language "Unlimited Free Parking" (or language to similar effect) applicable to a particular month. (See, e.g., Exhibit A hereto). This voucher is false, misleading and deceptive because, contrary to the language of the voucher which provides for "Unlimited" use, the Borgata will not allow the voucher to be redeemed more than one time in any month. As a result, a person who parks in the Borgata's parking lot more than once in a single month is required to pay the Borgata for each visit after the first, despite the person's presentation of the "Unlimited Free Parking" voucher. The voucher is therefore "limited" and not "Unlimited" as it claims.

4. The Borgata also issues two parking vouchers on a single sheet, separated by perforations designed for the consumer to rip into multiple parts, and with each of the two separate and divisible vouchers including the language "Free Parking One Time Per Month". (See, e.g., Exhibit B hereto). This voucher too is false, misleading and deceptive because,

contrary to the language and presentation of the vouchers, the Borgata only will allow one of the two vouchers on the sheet to be used, and use of one of the vouchers voids the other. As a result, a person who parks in the Borgata's parking lot more than once is required to pay the Borgata for each visit after the first, despite the person's presentation of an unused "Free Parking" voucher.

5. By disseminating these and other like false, misleading and deceptive parking vouchers, the Borgata has violated the New Jersey Consumer Fraud Act ("CFA"), for which Plaintiffs seek all available monetary and equitable relief, including without limitation treble damages and attorneys' fees on behalf of themselves and those similarly situated.

6. By disseminating these and other like false, misleading and deceptive parking vouchers, the Borgata also has violated the Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), which prohibits businesses from using written contracts or notices in consumer transactions that contain provisions violating New Jersey or federal law. Accordingly, on behalf of themselves and those similarly situated, Plaintiffs seek all available relief including without limitation minimum statutory damages of \$100 plus reasonable attorney's fees and costs, as mandated by the TCCWNA.

7. The Borgata's dissemination of these and other like false, misleading and deceptive parking vouchers also constitutes common law fraud and negligent misrepresentation for which all available relief is sought on behalf of Plaintiffs and those similarly situated.

VENUE

8. Venue properly lies in Bergen County, New Jersey because Plaintiff Barry Cassell lives and conducts business there.

PARTIES

9. Plaintiff Ravi Motwani ("Plaintiff Motwani") is an individual residing at 772 Prospect Street, Westfield, NJ 07090.

10. Plaintiff Barry Cassell ("Plaintiff Cassell") is an individual residing at 74 Oak Drive, Upper Saddle River, NJ 07458.

11. Defendant Marina District Development Company, LLC d/b/a Borgata Hotel and Casino Spa ("the Borgata") is a New Jersey Limited Liability Company which owns and operates the Borgata hotel and casino One Borgata Way in Atlantic City, New Jersey.

12. Each of Motwani and Cassell are members of the Borgata's loyalty program, by which they have received false, misleading and deceptive parking vouchers from the Borgata.

FACTUAL ALLEGATIONS

13. Plaintiff Motwani resides in Westfield, New Jersey and resided in New Jersey when he engaged in the transaction at issue in this litigation.

14. The Borgata mailed Plaintiff Motwani a parking voucher which, on its face, purportedly provided him with "Unlimited Free Parking" for the month of April 2014. A true and correct copy of such parking voucher is attached hereto as Exhibit A.

15. Upon receiving the parking voucher Plaintiff Motwani decided to and in fact did patronize the Borgata rather than any of the other casinos in Atlantic City where he could have chosen to spend his time and money on gambling, dining and other entertainment.

16. The promise of free parking and the anticipated savings he would receive by using his unlimited free parking voucher induced Plaintiff Motwani to travel to the Borgata on April 5, 2014.

17. After spending time gambling and dining at the Borgata, Plaintiff Motwani left the Borgata's parking lot and used his unlimited free parking voucher. He soon thereafter returned to the Borgata's parking lot and attempted to use his unlimited free parking voucher for a second time. The Borgata refused to allow him to use the unlimited free parking voucher for a second time, claiming that despite the words "Unlimited

Free Parking", the free parking voucher only could be used once per day. Plaintiff Motwani only thereafter saw such a restriction in small fine print; provided, however, that the restriction is in all events nonsensical because a parking voucher that only can be used once per day over the course of one particular month is in no sense "Unlimited" as the parking voucher elsewhere prominently claims. The voucher is therefore "limited" and not "Unlimited" as it claims.

18. As a result of The Borgata's failure to honor the terms of its parking voucher, Plaintiff Motwani was wrongfully forced to pay a parking fee to the Borgata in order to drive out of the Borgata's parking lot. Plaintiff Motwani therefore suffered an ascertainable and out-of-pocket loss directly resulting from Borgata's deliberate and material misrepresentations which were designed to, and indeed did, induced him to patronize the Borgata on April 5, 2014.

19. Plaintiff Cassell resides in Upper Saddle River, New Jersey and resided in New Jersey when he engaged in the transaction at issue in this litigation.

20. The Borgata mailed Plaintiff Cassell two parking vouchers on a single sheet, separated by perforations designed for the consumer to rip into multiple parts, and with each of the two separate and divisible vouchers including the language

"Free Parking One Time Per Month". True and correct copy of these parking vouchers are attached hereto as Exhibit B.

21. Upon receiving the two parking vouchers Plaintiff Cassell decided to and in fact did patronize the Borgata rather than any of the other casinos in Atlantic City where he could have chosen to spend his time and money on gambling, dining and other entertainment.

22. The promise of free parking and the anticipated savings he would receive by using each of his two parking vouchers induced Plaintiff Cassell to travel to the Borgata on April 5, 2014.

23. After spending time gambling and dining at the Borgata, Plaintiff Cassell left the Borgata's parking lot and used one of his two free parking vouchers. He soon thereafter returned to the Borgata's parking lot and attempted to use the second of his free parking vouchers. The Borgata refused to allow him to use his second free parking voucher, claiming that his use of his first free parking voucher somehow voided his ability to use his second free parking voucher.

24. As a result of The Borgata's failure to honor the terms of its parking voucher, Plaintiff Cassell was wrongfully forced to pay a parking fee to the Borgata in order to drive out of the Borgata's parking lot. Plaintiff Cassell therefore suffered an ascertainable and out-of-pocket loss directly

resulting from Borgata's deliberate and material misrepresentations which were designed to, and indeed did, induced him to patronize the Borgata on April 5, 2014.

25. On information and belief, the Borgata has distributed these and other like false, misleading and deceptive parking vouchers to hundreds or thousands of its 'reward members' on a monthly basis. Consequently, patrons of the Borgata and routinely and uniformly have been injured and continue to be injured by Borgata's fraudulent and unlawful trade practices.

26. Plaintiffs and other similarly situated individuals suffer an ascertainable loss from the Borgata's dissemination of these and/or other like "free" parking coupons.

CLASS ACTION ALLEGATIONS

27. Plaintiffs bring this class action pursuant to R. 4:32-1(a) and (b)(3). The class, of which Plaintiffs are members, is defined to include:

All individuals who received parking vouchers from the Borgata within the past six years who at any time sought to utilize such vouchers that contained either of the following:

- Language indicating "unlimited free parking"; and/or
- Multiple coupons (whether by way of perforation or otherwise) with each multiple coupon containing language indicating "free parking one time per month" for overlapping time periods.

Excluded from the class are officers, directors or employees of the Borgata and their immediate family members, and any judge

presiding over this action and their immediate family members.

28. The members of the class are so numerous that joinder of all members is impracticable.

29. Records maintained by the Borgata will identify Class members, who may be notified of this action by mail, using the form of notice similar to that customarily used in this type of class action.

30. The following common class claims, issues and defenses pertain to Plaintiffs and Class Members:

- (a) Whether the Borgata's conduct violates the NJCFA;
- (b) Whether the Borgata's conduct violates the TCCWNA;
- (c) Whether the Borgata's conduct constitutes common law fraud;
- (d) Whether the Borgata's conduct constitutes negligent misrepresentation; and
- (e) Whether Plaintiffs and Class Members have suffered damages and the amount of those damages.

31. These common questions of law and fact predominate over any issues solely affecting individual Class Members.

32. Plaintiffs' claims are typical of the claims of Class Members.

33. Plaintiffs will fairly and adequately protect the interests of the members of the Class and are committed to the

vigorous prosecution of this action. Plaintiffs have retained counsel who is competent and experienced in class and complex litigation. Plaintiffs have no interests antagonistic to or in conflict with those of the Class.

34. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all Class Members is impracticable, because the damages suffered by individual Class members may be relatively small (although significant to each of them), and because the burden and expense of individual litigation make it impossible for Class Members to individually redress the harm done to them. Given the uniform policies and practices at issue, there will also be no difficulty in the management of this litigation as a class action.

35. Even if Class Members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments and increase the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, is manageable, and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. The benefits of adjudicating this controversy as a class action far outweigh any difficulties in managing the Class.

36. In the alternative, the Class may be certified under the provisions of R. 4:32-1(b)(1)(A), R. 4:32-1(b)(1)(B) and/or R. 4:32-1(b)(2) because:

- (a) the prosecution of separate actions by the individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members that would establish incompatible standards of conduct for Defendant;
- (b) the prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to them which would, as a practical matter, be dispositive of the interests of other Class Members not parties to the individual adjudications, or would substantially impair or impede their ability to protect their interests; and
- (c) the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

FIRST COUNT

(Violation of the NJCFA)

37. Plaintiffs restate all prior allegations of the Complaint as though fully pled herein.

38. The Borgata engaged in unfair and deceptive acts and practices, in violation of the Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

39. The Borgata engaged in false, misleading and deceptive acts or practices in trade or commerce, by failing to comply with its express and implied promises made in its written offers to provide free parking in exchange for Plaintiffs frequenting the Borgata for their gambling and other entertainment needs.

40. The Borgata engaged in false, misleading or deceptive acts or practices by issuing vouchers that purported to provide the user with "Unlimited Free Parking" over the course of a particular month, but which the Borgata thereafter would honor only on a limited one-per-day basis.

41. The Borgata engaged in false, misleading or deceptive acts or practices by issuing multiple free parking vouchers under a circumstance where the Borgata thereafter would only honor one such voucher.

42. Plaintiffs have been damaged by the loss of the bargain that Plaintiffs contracted for and/or otherwise relied upon.

43. Plaintiffs have suffered an ascertainable loss caused by the Borgata's unlawful conduct in that they would not have visited the Borgata if they knew that the Borgata's promise that parking would be free was false.

44. As a result of the false statement by the Borgata, Plaintiffs were required to pay the Borgata for parking despite

having received and presented parking vouchers which stated to the contrary.

45. ~~Section 56:8-19 of the New Jersey Statutes~~ provides that Plaintiffs are entitled to recover three times the actual amount of damages, together with court costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs request judgment against the Borgata for the following:

- a. certification of the putative class;
- b. compensatory and consequential damages;
- c. under the provisions of Section 56:8-19 of the New Jersey Statutes, those damages being trebled;
- d. reasonable attorney's fees;
- e. costs of suit; and
- f. any and all further relief the court deems just and equitable.

SECOND COUNT

(Violation of the TCCWNA)

46. Plaintiffs restate all prior allegations of the Complaint as though fully pled herein.

47. The parking vouchers that the Borgata mailed to Plaintiffs and others similarly situated are consumer notices subject to the TCCWNA.

48. The TCCWNA, at N.J.S.A. 56:12-15 provides:

No seller ... shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign ... which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.

49. Although the Borgata's rewards members do not pay up front for the parking vouchers, there is a *quid quo pro* for the casino providing individuals with these vouchers; namely, that they, the recipients, patronize the establishment. Thus, Plaintiffs, and similarly situated class members, are consumers of the services offered by the Borgata and the terms on the parking vouchers are notices subject to the TCCWNA.

50. By parking their cars in the Borgata's parking facility a bailment relationship is established between the rewards member and the Borgata. Further, the parking vouchers violate the NJ Consumer Fraud Act which provides clearly established rights under New Jersey law.

51. N.J.S.A. 56:12-17 mandates that a business that violates the provisions of TCCWNA shall be liable for statutory damages of "not less than \$100.00 or for actual damages, or both

at the election of the consumer, together with reasonable attorneys' fees and court costs."

WHEREFORE, Plaintiffs requests judgment against the Borgata for the following:

- a. certification of the putative class;
- b. compensatory and consequential damages;
- c. an award of statutory damages to each Class

Member pursuant to TCCWNA;

- d. reasonable attorney's fees;
- e. costs of suit; and
- f. any and all further relief the court deems just and equitable.

THIRD COUNT

(Common law fraud)

52. Plaintiffs restate all prior allegations of the Complaint as though fully pled herein.

53. The Borgata knew or should have known that its representations that reward members would be permitted to park for free at the Borgata were material to Plaintiffs, and were false when made.

54. Plaintiffs relied upon these misrepresentations to their detriments and were injured by driving to Atlantic City and visiting the Borgata, rather than any of the many other casino resorts based upon the Borgata's claim that they could

come and go as they pleased without having to incur the expense of paying for parking.

55. Other similarly situated reward members would naturally rely upon such a representation to their detriment.

56. As a direct and proximate result of the Borgata's misrepresentations plaintiffs, Motwani and Cassell, and members of the class of similarly situated individuals, have suffered and continue to suffer damages.

57. Plaintiffs and the other class members have been damaged by Defendant's fraudulent conduct in an amount to be determined at trial.

WHEREFORE, Plaintiffs and the members of the Class request judgment against the Borgata for compensatory damages, punitive damages, certification of this action as a class action, attorney's fees, costs and such further relief as this Court deems just and equitable.

FOURTH COUNT

(Negligent Misrepresentation)

58. Plaintiffs restate all prior allegations of the Complaint as though fully pled herein.

59. The Borgata had a duty to disclose, but failed to disclose, that the parking vouchers they distributed to their customers were misleading and subject to conditions not clear from the face of the parking vouchers.

60. The Borgata issued parking vouchers that misrepresented the recipients' rights with respect to parking charges at the Borgata's parking facilities.

61. Such misrepresentations were made by the Borgata negligently and without reasonable cause.

62. Plaintiffs and other class members justifiably relied on the Borgata's affirmative misrepresentations to their detriment.

63. Plaintiffs and other class members incurred damages that were proximately caused by their justified and detrimental reliance on the Borgata's misrepresentations.

64. Plaintiffs and the other class members have been damaged by Defendant's wrongful conduct in an amount to be determined at trial.

WHEREFORE, Plaintiffs and the members of the Class request judgment against Defendant for compensatory damages, certification of this action as a class action, attorney's fees, costs and such further relief as this Court deems just and equitable.

FIFTH COUNT

(Promissory Estoppel)

65. Plaintiffs restate all prior allegations of the Complaint as though fully pled herein.

66. Borgata promised Plaintiffs and other class members that rewards members using parking vouchers would be permitted to park for free at the Borgata more than once during the month indicated on the voucher if they patronized the Borgata rather than any of the other casinos in Atlantic City where they could have chosen to spend time and money on gambling, dining and other entertainment.

67. Plaintiffs expressly relied upon Borgata's promises.

68. Borgata did not honor its promises to Plaintiffs.

69. As a direct and proximate result of Borgata's broken promises, for which Borgata should be held liable, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs and the members of the Class request judgment against Defendant for compensatory damages, certification of this action as a class action, attorney's fees, costs and such further relief as this Court deems just and equitable.

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand trial by jury as to all issues in the above matter.

NAGEL RICE LLP
Attorneys for Plaintiffs

By: _____

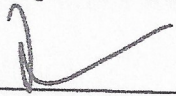
BRUCE H. NAGEL, ESQ.

Dated: December 21, 2014

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Bruce H. Nagel, Esq., is hereby designated as trial counsel for Plaintiffs.

NAGEL RICE LLP
~~Attorneys for Plaintiffs~~ -----


By: 
BRUCE H. NAGEL, ESQ.

Dated: December 21, 2014

CERTIFICATION

Pursuant to Rule 4:5-1, I hereby certify that the matter in controversy in the within Complaint is not the subject of any other action pending in any Court or of any arbitration proceeding. No other action or arbitration proceeding regarding this matter in controversy is contemplated by the plaintiff. Plaintiff is not aware at this time of any other parties who should be joined in this action.

NAGEL RICE, LLP
~~Attorneys for Plaintiff~~

By: 
BRUCE H. NAGEL

Dated: December 21 2014



EXHIBIT A

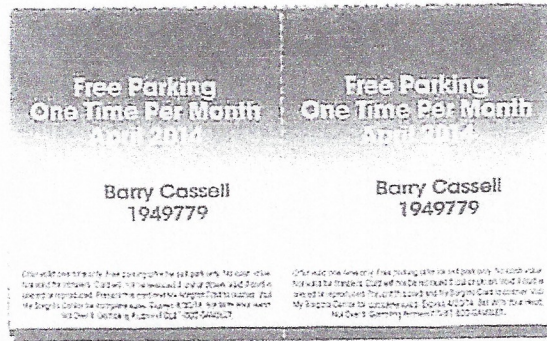


EXHIBIT B

CLARK MICHIE LLP

ATTORNEYS AT LAW

Bruce W. Clark

direct dial: (609) 955-3477

bruce.clark@ClarkMichie.com

March 12, 2015

Bruce H. Nagel, Esq.
Nagel Rice, LLP
103 Eisenhower Parkway
Suite 103
Roseland, NJ 07068

Re: Motwani, et al. v. Marina District Development Company, LLC
Docket No. L-276-15

Dear Mr. Nagel:

As we discussed during our telephone conversation this morning, I am enclosing on behalf of the defendant an Acknowledgment of Service making service of the Summons and Complaint effective March 12. Accordingly, the 35 days for the defendant to answer or otherwise respond to the Complaint will be measured from today.

Thank you.

Sincerely,



Bruce W. Clark

cc: Joe Corbo, Esq. (w/enc)
Russell Lichtenstein, Esq. (w/enc)

Russell L. Lichtenstein
Cooper Levenson, P.A.
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Atlantic City, NJ 08401
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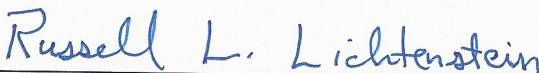
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Attorneys for Defendant Marina District Development Company, LLC

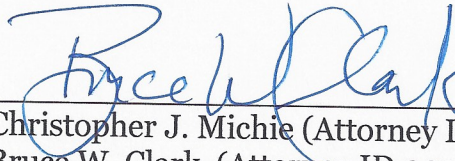
RAVI MOTWANI and BARRY CASSELL, :	SUPERIOR COURT OF NEW JERSEY
Individually and on behalf of a Class :	LAW DIVISION
of Similarly Situated Individuals, :	BERGEN COUNTY
Plaintiffs, :	DOCKET NO. L-276-15
v. :	
MARINA DISTRICT DEVELOPMENT :	
COMPANY, LLC, d/b/a Borgata Hotel :	
Casino and Spa, :	
Defendants. :	

ACKNOWLEDGMENT OF SERVICE

Pursuant to Rule 4:4-6, Defendant Marina District Development Company, LLC acknowledges service of the Summons and Complaint in this matter effective March 12, 2015.



Russell L. Lichtenstein (Attorney ID 022751981)
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1125 Atlantic Avenue
Atlantic City, NJ 08401
(609) 344-3161



Christopher J. Michie (Attorney ID 005561995)

Bruce W. Clark (Attorney ID 022131983)

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(609) 955-3476

Attorneys for Defendant

Marina District Development Company, LLC

Dated: March 12, 2015

FEB 6 - 2015

NAGEL RICE, LLP

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Roseland, New Jersey 07068
(973) 618-0400

Attorneys for Plaintiffs, Ravi Motwani and Barry Cassell,
Individually and on behalf of a Class of Similarly
Situated Individuals

RAVI MOTWANI and BARRY CASSELL,	: SUPERIOR COURT OF NEW JERSEY
Individually and on behalf of a	: LAW DIVISION: BERGEN COUNTY
Class of Similarly Situated	: DOCKET NO. BER-L-276-15
Individuals,	:
	:
Plaintiffs,	: CIVIL ACTION
	:
MARINA DISTRICT DEVELOPMENT	: SUMMONS
COMPANY, LLC d/b/a	:
BORGATA HOTEL CASINO AND SPA,	:
	:
Defendant.	:

From The State of New Jersey

To The Defendant(s) Named Above:

Marina District Development Company, LLC
d/b/a Borgata Hotel Casino and Spa
One Borgata Way
Atlantic City, NJ 08401

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the

Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN 971, Trenton, New Jersey 08625. A filing fee of \$135.00 for Law Division cases or \$135.00 for Chancery Division cases, payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Jennifer M. Perez qms

Jennifer M. Perez,
Acting Clerk of the Superior Court

Dated: February 3, 2015

Name of Defendant to be Served:

Marina District Development Company, LLC
d/b/a Borgata Hotel Casino and Spa

Address of Defendant to be Served:

One Borgata Way
Atlantic City, NJ

DEPUTY CLERKS OF THE SUPERIOR COURT

ATLANTIC COUNTY:

Lori Mooney, Clerk
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Kathleen A. Donovan, Clerk
119 Justice Center
10 Main Street
Hackensack, NJ 07601-7968
LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Edward A. Kelly, Jr., Clerk
First Fl., Courts Facility
49 Rancocas Road
Mt. Holley, NJ 08060
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088
CAMDEN COUNTY:
Michael S. Keating, Clerk
First Fl., Hall of Records
501 Fifth Street
Camden, NJ 08103
LAWYER REFERRAL
(609) 364-4520
LEGAL SERVICES
(609) 364-2010

CUMBERLAND COUNTY:

John G. Nardelli, Clerk
Courthouse, Direct Filing
Broad & Fayette Streets
Bridgeton, NJ 08302
LAWYER REFERRAL
(609) 452-5291
LEGAL SERVICES
(609) 451-0003/935-8024

ESSEX COUNTY:

Patricia McGarry Drake, Clerk
236 Hall of Records
465 Dr. Martin Luther King, Blvd.
Newark, NJ 07102
LAWYER REFERRAL
(201) 533-1779
LEGAL SERVICES
(201) 624-4500

GLOUCESTER COUNTY:

Joseph H. Hoffman, Clerk
First Fl., Court House
1 North Broad Street, P.O. Box 129
Woodbury, NJ 08096
LAWYER REFERRAL
(609) 848-4589
LEGAL SERVICES
(609) 848-5360
HUDSON COUNTY:
Frank E. Rodgers, Clerk
Superior Court, Civil Records Dept.
Brennan Court House
583 Newark Avenue
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

CAPE MAY COUNTY:

Angela F. Pulvino, Clerk
(Law Division Filings)
Box DN-209
Cape May Courthouse, NJ 08210
or
(General Equity Filings)
Box DN-209A
Cape May Courthouse, NJ 08210
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

MERCER COUNTY:

Albert E. Driver, Jr., Clerk
P.O. Box 8068
209 South Broad Street
Trenton, NJ 08650
LAWYER REFERRAL
(609) 890-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Herbert P. Lashomb, Clerk
Court House, East Wing
Lobby Floor/P.O. Box 2633
One Kennedy Square
New Brunswick, NJ 08903-2633
LAWYER REFERRAL
(908) 828-0053
LEGAL SERVICES
(908) 249-7600

MONMOUTH COUNTY:

Jane Clayton, Clerk
P.O. Box 1262
Court House, East Wing
Freehold, NJ 07728-1262
LAWYER REFERRAL
(908) 431-5544
LEGAL SERVICES
(908) 747-7400

MORRIS COUNTY:

Alfonse W. Scerbo, Clerk
CN-900
30 Schuyler Place
Morristown, NJ 07960
LAWYER REFERRAL
(201) 267-5882
LEGAL SERVICES
(201) 285-6911

HUNTERDON COUNTY:

Dorothy K. Tirpok, Clerk
Hall of Records
71 Main Street
Flemington, NJ 08822
LAWYER REFERRAL
(609) 788-6112
LEGAL SERVICES
(609) 782-7979

SOMERSET COUNTY:

R. Peter Widin, Clerk
Civil/General Equity
New Court House, 3rd Floor
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-7400

SUSSEX COUNTY:

Helen C. Ackerman, Clerk
Superior Court, Law Division
49 High Street
Newton, NJ 07860
LAWYER REFERRAL
(201) 267-5882
LEGAL SERVICES
(201) 383-7400

UNION COUNTY:

Walter G. Halpin, Clerk
First Floor, Court House
Elizabeth, NJ 07207
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Terrance D. Lee, Clerk
Court House
Belvidere, NJ 07823
LAWYER REFERRAL
(201) 267-5882
LEGAL SERVICES
(201) 475-2010

OCEAN COUNTY:

M. Dean Haines, Clerk
119 Court House
CN-2191
Toms River, NJ 08754
LAWYER REFERRAL
(908) 240-3666
LEGAL SERVICES
(908) 371-2727

PASSAIC COUNTY:

William L. Kattak, Clerk
Court House
77 Hamilton Street
Paterson, NJ 07505
LAWYER REFERRAL
(201) 278-9223
LEGAL SERVICES
(201) 345-7171

SALEM COUNTY:

John W. Cawman, Clerk
92 Market Street, P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL
(609) 678-8363
LEGAL SERVICES
(609) 451-0003

Russell L. Lichtenstein
Cooper Levenson, P.A.
1125 Atlantic Avenue
Atlantic City, NJ 08401
(609) 344-3161

Christopher J. Michie
Bruce W. Clark
Clark Michie LLP
103 Carnegie Center, Suite 300
Princeton, NJ 08540
(609) 955-3476

Attorneys for Defendant Marina District Development Company, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RAVI MOTWANI and BARRY CASSELL,
Individually and on behalf of a Class
of Similarly Situated Individuals,

Plaintiffs,

v.

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, d/b/a Borgata Hotel
Casino and Spa,

Defendants.

CIVIL ACTION NO.

**CERTIFICATION IN SUPPORT
OF REMOVAL**

Steve Nathan certifies as follows:

1. I am Vice President of Marketing for defendant Marina District Development Company, LLC. I make this certification from personal knowledge.

2. Defendant Marina District Development Company, LLC is a New Jersey limited liability company with its principal place of business in the State of New Jersey.

3. I am advised that the putative class in the above-captioned matter is defined as:


All individuals who received parking vouchers from the Borgata within the past six years who at any time sought to utilize such vouchers that contained either of the following:

- Language indicating “unlimited free parking”; and/or
- Multiple coupons (whether by way of perforation or otherwise) with each multiple coupon containing language indicating “free parking one time per month” for overlapping time periods.

Compl. ¶ 27.

4. I have reviewed company records concerning the recipients of the parking vouchers at issue in the plaintiffs’ Complaint. The vouchers were sent to more than 50,000 individuals. Members of the putative class include thousands of citizens of states other than New Jersey.

I certify under penalty of perjury that the foregoing is true and correct. Executed on March 20, 2015.



Stephen Nathan