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*Attorneys for Plaintiff and the Putative Class*

CHRISTOPHER LEONG, individually	)	SUPERIOR COURT OF NEW JERSEY
and on behalf of himself and all others	)	ATLANTIC DIVISION –
similarly situated,	)	LAW DIVISION
	)	
Plaintiff(s),	)	
	)	Docket No. _____
v.	)	
	)	
RESORTS DIGITAL GAMING, LLC	)	Civil Action
d/b/a DraftKings,	)	
Serve: Nicholas Moles,	)	<b>CLASS ACTION COMPLAINT</b>
Registered Agent	)	
Resorts Digital Gaming, LLC	)	
1133 Boardwalk	)	
Atlantic City, NJ 08401	)	
	)	
Defendant.	)	

Plaintiff, **Christopher Leong**, individually and on behalf of himself and all others similarly situated (hereinafter “**Mr. Leong**” or “**Plaintiff**”), by and through his attorneys Law Offices of William H. Pillsbury PLLC and The VerStandig Law Firm, LLC (“**Proposed Class Counsel**”), alleges against Defendant, **Resorts Digital Gaming, LLC d/b/a DraftKings** (“**DraftKings**” or “**Defendant**”), states the following:

### **Preliminary Statement**

1. Plaintiff brings this class action individually and on behalf of a putative class of persons and entities (as defined herein, the “Class”) that participated in the Sports Betting National Championship (The “SBNC”), operated and marketed by the Defendant.

2. Plaintiff and the Class members all paid entry in the SNBC based on Defendant’s representations, express and/or implied, that the SNBC would be a fair and adequately operated sports betting event allowing all Class members equal opportunity.

3. Plaintiff asserts that the Defendant’s negligent, arbitrary, and capricious operation of the SNBC, while continually marketing to a national and large audience of participants, was, among other things, an unconscionable commercial practice that denied Plaintiff and the Class of the fundamental benefit underlying the opportunity to participate in the SBNC.

4. Defendant’s conduct has rendered the initial entry fee entirely or substantially worthless.

### **Parties**

5. Plaintiff Christopher Leong is a natural person who is, and at all times relevant to the allegations in this matter was, an individual residing in the State of New York.

6. Defendant DraftKings is a New Jersey limited liability company with its principle place of business in Atlantic County, New Jersey.

### **Jurisdiction and Venue**

7. This Honorable Court enjoys jurisdiction over the instant controversy pursuant to the allowances of Section 3, Paragraph 2 of Article 6 of the New Jersey Constitution of 1947, and enjoys personal jurisdiction over the Defendant pursuant to the allowances of New Jersey Court Rule 4:4-4 as the Defendant is a limited liability company formed under the laws of the State of New Jersey that is headquartered and regularly conducts business in this state, and otherwise has sufficient minimum contacts with New Jersey to justify the exercise of jurisdiction.

8. Venue is properly laid in Atlantic County, New Jersey, pursuant to the allowances of New Jersey Court Rule 4:3-2(a)(3) as the Defendant resides in Atlantic County, New Jersey; regularly conducts business in Atlantic County, New Jersey; and many of the actions complained of herein occurred within Atlantic County, New Jersey.

**General Allegations: Sports Betting National Championship**

9. The Defendant operates an online sports wagering platform within the State of New Jersey, through which members of the public – regardless of their respective state(s) of citizenship – may wager on sporting contests so long as such members of the public are physically present in the State of New Jersey at the time they place their wagers.

10. From January 11, 2019 through January 13, 2019, the Defendant operated a promotion known as the Sports Betting National Championship, encouraging people from across the United States to travel to New Jersey to compete against other amateur and professional sports bettors.

11. The fee to enter the SBNC was Ten Thousand Dollars and No Cents (\$10,000.00) (the “Entry Fee”), Four Thousand Seven Hundred Dollars and No Cents

(\$4,700.00) of which was allotted to a tournament prize pool, Three Hundred Dollars and No Cents (\$300.00) of which was allotted to pay the Defendant an administrative fee, and Five Thousand Dollars and No Cents (\$5,000.00) of which was credited to respective participants' online accounts for use during the SBNC.

12. The Defendant guaranteed the SBNC would have a total prize pool of not less than Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) and guaranteed the winner of the SBNC would receive a first place prize of not less than One Million Dollars and No Cents (\$1,000,000.00).

13. The Defendants provided participants entering the SBNC with a special online account – separate and apart from any account they otherwise maintain with the Defendant – in which one half of the entry fee would be deposited, and they would use that Five Thousand Dollars and No Cents (\$5,000.00) to wager on one or more sporting events throughout the duration of the SBNC.

14. The Defendant advertised the SBNC was structured such that all participants would be able to retain whatever funds they still had at the conclusion of the SBNC – meaning the Five Thousand Dollars and No Cents (\$5,000.00) with bettors they were wagering was, at all times, “real money” and not a faux currency used solely for tournament purposes – but that prizes would be awarded based on which individuals could amass the greatest sum of money during the three day contest, using the subject funds to place wagers on sporting contests.

15. The greatest profit potential in the SBNC was found in these prizes to be awarded to the top ranking contestants; the size of the prizes appreciably dwarfed the

money one could reasonably expect to gain betting over a three day period with a Five Thousand Dollar and No Cents (\$5,000.00) starting bankroll.

16. The terms and conditions for the SBNC were sparse in nature, providing entrants, *inter alia*, “can wager on any sport (or combination of sports via parlay) or wager in the [DraftKings Sportsbook] that is live between 12:00pm EST Friday January 11th and 1am Sunday January 13th and whose event(s) are graded by 8am EST on Sunday January 13th.”

17. “Grading” is an industry term for the time when a sportsbook determines if a given wager on a specific event was successful or unsuccessful; grading is normally automated in nature and normally occurs in the moments following completion of the given sports contest.

18. “Grading” is not subjective in any way; sports wagers are uniformly structured in a manner that a bettor wins, loses or “pushes” (ties) depending on the objectively determined outcome of a sporting contest or a series of sporting contests.

19. The SBNC’s terms and conditions further provided, *inter alia*, “All users will be subject to the same limits on any given bet a given point in time. Any request submitted by a user to accept a wager in excess of that maximum wager will be rejected. In the event that a requested wager is inadvertently accepted in excess of offered maximum that excess wager will be voided and the wager will be returned to the customer,” before continuing, “Betting limits: All users in the contest will be subject to the same betting limits across eligible events at any given point in time.”

20. Critically, the Defendant never announced any betting limits for the SBNC, did not publish any limits in the official terms and conditions, did not publish any

limits in the official rules, and did not publish any limits in the official “FAQ” page dedicated to the SBNC.

21. The website for the SBNC expressly advertised, *inter alia*, “You can play anywhere in New Jersey.”

22. On September 11, 2019, Mr. Leong tendered Ten Thousand Dollars and No Cents (\$10,000.00) to the Defendant, to enter the SBNC, and traveled from New York, to New Jersey, at his own expense, for the duration of the SBNC, to participate in the SBNC.

### **General Allegations: Mayhem Overtakes the SBNC**

23. Numerous participants in the SBNC – including Mr. Leong – follow Jonathan Aguiar (“Mr. Aguiar”), the Defendant’s Senior Product Manager and one of the Defendant’s most public faces, on Twitter, using the handle “@JonAguiar.”

24. Prior to and throughout the SBNC, Mr. Aguiar, on behalf of the Defendant, used Twitter to promote the SBNC, encourage greater participation in the SBNC, and share an ever-changing – and often contradictory – set of rules for the SBNC.

25. At 6:46 pm on January 10, 2019 – the eve of the SBNC – Mr. Aguiar announced on Twitter, “Limits are complicated to answer in 280 but they shouldn't really come into play in major sports. We don't really have a market by market limit, it's a function of market size, odds, time til start, etc.”

26. During the SBNC, the Defendant allowed all entrants – including Mr. Leong – to place whatever wagers were offered through the DraftKings platform, using whatever funds were available in the individual bettor’s SBNC account.

27. Once a wager was posted, however, the Defendant – arbitrarily, capriciously, and almost universally without any explanation – would determine whether or not to “accept” the wager.

28. The Defendant never posted rules or terms governing what wagers would be accepted and, to the contrary, Mr. Aguiar, on behalf of the Defendant, advertised, *inter alia*, that bet size limits “shouldn't really come into play in major sports.”

29. Notwithstanding this representation and the wholesale absence of any actual policy, the Defendant accepted certain wagers and rejected others in a schizophrenic and wholly irrational manner.

30. By way of example, at 12:59 pm on January 11, one SBNC contestant attempted to place a wager on the PGA Tour Sony Open – the personification of the “major sports” for which Mr. Aguiar had assured limits “shouldn't really come into play” – only to have the wager rejected even though the wager was available in the DraftKings sportsbook.

31. Yet two wagers by the same bettor, of the same variety, on the same contest, placed within forty five (45) minutes of the foregoing rejected wager, were accepted in the SBNC

32. By way of further anecdote, at 4:29 pm on January 11, one SBNC contestant attempted to place a One Thousand One Hundred Six Dollars and Seventy Eight Cents (\$1,106.78) wager on the total number of rebounds by a single player in the NBA contest between the Indiana Pacers and the New York Knicks – again, the personification of the “major sports” for which Mr. Aguiar had assured limits “shouldn't

really come into play” – only to have the wager rejected even though the wager was available in the DraftKings sportsbook.

33. Stunningly, however, the same bettor placed another wager, also at 4:29 pm on January 11, on the same NBA contest between the Indiana Pacers and the New York Knicks, also on the number of rebounds by an individual player, in the amount of One Thousand Three Hundred Ninety Three Dollars and Twenty Two Cents (\$1,393.22) – an even greater sum than the rejected wager referenced in the foregoing paragraph – and had it accepted.

34. Stated otherwise, the same type of wager, on the same sporting event, placed by the same bettor, at the same time on the same day, was accepted in one instance and rejected in another instance, with the rejected wager being for *less* than the accepted wager.

35. Moreover, a review of accepted wagers, when juxtaposed to wagers Mr. Leong attempted to make but had rejected, reveals similarly sized wagers, on similar propositions, involving similar sporting events, were accepted for some bettors yet rejected for others, without any rhyme or reason.

36. Further complicating matters, the amount of time it took for wagers to be accepted or rejected varied appreciably, with SBNC participants not having access to wagered funds while this subjective and seemingly random decision making process was undertaken.

37. Pragmatically, this meant one entrant in the SBNC could wager funds, have the bet rejected, and be able to place a new bet with the same money, in a matter of seconds, while another entrant in the SBNC could wager funds, wait close to ten minutes

(an eternity in the fast-moving world of sports betting, where betting lines can change on a moment's notice), and only then discover a wager has been rejected.

38. Even more brazenly, upon information and belief, the Defendant did not always use automatic grading for wagers in the SBNC but, rather, allowed individual bettors present at the event's headquarters in Jersey City, New Jersey to personally approach persons at a help desk, after the conclusion of an event on which such bettors had wagered, and have the wagers graded manually so funds would become available for the bettors to use in subsequent contests.

39. By way of anecdote, at one point a wager made by Mr. Leong, as part of the SBNC, proved successful at the conclusion of an NFL football game, yet was not graded automatically or immediately, with Mr. Leong waiting more than two hours for the winning funds to become available for further wagering in his SBNC account and, even then, only having the monies credited when he hired a rideshare driver to take him to the SBNC headquarters in Jersey City, personally approached the help desk set up by the Defendant, and pleaded with an individual to have his wager graded, which then occurred within a matter of minutes.

40. This creates fundamental issues because the use of proceeds from one wager to place a subsequent wager is integral to a contest like the SBNC where the target is to amass the greatest amount of money in a short period of time; yet by allowing persons in one location to secure quicker grading of wagers on events of import to their strategy, while making persons throughout the rest of New Jersey wait until the Defendant got around to grading a contest, the persons physically present secured a wholly inequitable and significant strategic advantage.

41. Even more bafflingly, it appears the same contests were graded in a manner that allowed certain bettors to receive funds before other bettors.

42. By way of anecdote, on January 13, two NFL games were available for wagering, with a brief period of time between the conclusion of the first game and the start of the second game.

43. Somehow, the Defendant managed to make proceeds of successful wagers on the first game available to some SBNC participants, but not other SBNC participants, in time for them to be used to wager on the second game.

44. Given that the only wagering permitted on January 13 was on these two NFL games (as opposed to on the preceding two days, when all contests were available for wagering if not arbitrarily rejected), and January 13 was the final day of the contest, this meant that certain participants had the ability to “press” their winnings from the penultimate contest into the final contest, while other participants were left with depleted funds to make meager wagers on the final contest.

45. Further muddying the SBNC, the Defendant advertised on the official “FAQ” page for the event that the cutoff for final wagers would be the earlier of 4:25 pm on January 13 or the time when the second NFL game that day commenced, yet at least one participant in the contest has asserted that he was able to have at least one wager accepted after commencement of that second NFL game, while most contest participants were by then locked out of the wagering system and unable to place further bets.

46. Over Four Million Dollars and No Cents (\$4,000,000.00) was wagered by SBNC participants during the three day period, with the Defendant reportedly collecting

at least Three Hundred Thirty Four Thousand Dollars and No Cents (\$334,000.00) in net losses by participants.

47. Mr. Leong did not win any part of the contest prize pool at the conclusion of the SBNC.

#### **General Allegations: Class Allegations**

48. This action is brought, and may properly proceed, as a class action, pursuant to New Jersey Court Rule 4:32(b)(3).

49. Plaintiff seeks certification of a Class, initially defined as: All persons or business entities who paid an entry fee to participate, or to sponsor another to participate, in the SBNC.

50. The members of the Class for whose benefit this action is being brought are so numerous that joinder of all members is impracticable.

51. Specifically, upon information and belief, there were 192 persons who participated in the SBNC and potentially more who may have helped pay the entry fee. Even if putative Class members were limited to just the participants, the Class is so numerous that joinder of all members is necessarily impracticable, as maintenance of a case with 192 individual plaintiffs would create logistical issues so radically disproportionate to the size of this controversy as to effectively deny such participants a meaningful opportunity to their day in court.

52. The questions of law and fact *sub judice* are uniform to all members of the Class, as each person is similarly impacted by the arbitrary and capricious nature with which the Defendant operated the SBNC, each person is the victim of the same negligent activities of the Defendant, each person is the victim of the same false advertising of the

Defendant, and each person was deprived of the same opportunity to participate in a contest that meets even the lowest thresholds of care owed to the betting public.

53. Plaintiff asserts claims that are typical of the claims of the members of the Class which he seeks to represent, because he tendered the same entry fee as the other class members, participated in the same contest as other class members, fell victim to the same arbitrary and capricious regime as other class members, and brings herein causes of action which could be maintained by any of his fellow members of the Class.

54. Mr. Leong is dedicated to fairly and adequately protesting the Class and has been selected to be the named plaintiff herein after extensive consultation with other similarly situated persons.

55. Should this Honorable Court for any reason find Mr. Leong is alone insufficient to represent the Class, at least five (5) other persons, all similarly situated, are prepared to join this case as named plaintiffs.

56. Plaintiff does not have any interests which are incompatible or contrary to those of the Class.

57. The questions of law or fact common to the Class members, as detailed above, predominate over any questions affecting only individual members.

58. A class action is superior to other available methods for the fair and efficient adjudication of the claims of Plaintiff and the putative Class.

59. Specifically, the Class is too numerous for individual actions and the economic damages are too small to warrant individual actions when compared to the expense and burden of individual litigation.

60. A class action for these claims will provide an orderly and expeditious process for the Class members, and will serve to conserve judicial resources, as well as time and expenses for the Class members.

61. The members of the Class are readily identifiable from the records of Defendant.

62. Plaintiff has retained competent counsel who is experienced in the prosecution of litigation and in claims related to the gaming industry. The Proposed Class Counsel will fairly and adequately represent the interests of the Class. Proposed Class Counsel has identified and investigated the potential claims in this action. Proposed Class Counsel has extensive experience in complex litigation, litigation pertaining to gaming industry, class action litigation, and consumer claims similar to the type asserted in the instant action. Proposed Class Counsel has knowledge of the applicable law for this action and will commit the necessary resources to represent this Class.

### **CLASS ACTION CLAIMS**

#### **Count I – Violation of the New Jersey Consumer Fraud Act**

63. Mr. Leong, individually and on behalf of himself and those similarly situated, repeats and realleges each and every foregoing paragraph of his Complaint as though fully set forth herein.

64. The Defendant's operation of the SBNC constituted the sale of "merchandise" within the definition set forth in N.J.S.A. 56:8-1, as the Defendant's operation of the SBNC was a "service[.]... offered, directly or indirectly to the public for sale..."

65. The Defendant's arbitrary and capricious acceptance of some wagers, and rejection of other similar wagers; prompter grading of wagers for persons physically present in Jersey City; crediting some SBNC participants with winning funds from a given sporting contest upon which bets had been placed, before crediting other SBNC participants with winnings funds from the same contests on which bets had been placed; permitting at least one SBNC contestant to wager after the announced close of wagering in the SBNC; and general operation of the SBNC in an arbitrary, capricious and uniformly haphazard manner; all constitute unconscionable practices in connection with the Defendant's sale of merchandise, in contravention of N.J.S.A. 56:8-2.

66. The Defendant's advertisement that individuals could participate in the SBNC from anywhere in New Jersey, but provision of strategic advantages to persons physically present in Jersey City, in the form of quicker wager grading and more rapid availability of winnings to be re-wagered, constitutes an unconscionable commercial practice, a deception, a false pretense, a false promise, and a misrepresentation in connection with the Defendant's sale of merchandise, in contravention of N.J.S.A. 56:8-2.

67. The Defendant's advertisement, through its agent Mr. Aguiar, that betting limits in the SBNC "shouldn't really come into play in major sports," coupled with the Defendant's rejection of myriad wagers on major sports, on apparent account of the commensurate bet sizes, constitutes an unconscionable commercial practice, a deception, a false pretense, a false promise, and a misrepresentation in connection with the Defendant's sale of merchandise, in contravention of N.J.S.A. 56:8-2.

68. The Defendant's implicit representation that all members of the public entering the SBNC would have an equal chance to win a part of the prize pool therein, with the only advantages being those correlative to individual bettors' skill, strategy, and intellect, when, in fact, the Defendant's arbitrary and capricious operation of the SBNC made the Defendant's own ever-changing and unpredictable inconsistent behaviors a major determining factor in the selection of prize pool recipients, constitutes an unconscionable commercial practice, a deception, a false pretense, a false promise, and a misrepresentation in connection with the Defendant's sale of merchandise, in contravention of N.J.S.A. 56:8-2.

69. The Defendant's representations granted Plaintiff and the proposed Class members an established legal right, namely the legal right to participate in the SBNC.

70. Plaintiff and the proposed Class members paid Defendant significant consideration to obtain this right.

71. Defendant's conduct, as set forth above, was carried out with a lack of good faith, honesty in fact, and observance of fair dealing.

72. As a consequence of Defendant's conduct, Plaintiff has suffered an ascertainable loss.

73. Specifically, Defendant's conduct, as set forth above, has rendered the benefits of Plaintiff and proposed Class members' entry fee valueless or of minimal value.

## **Count II – Fraudulent Inducement**

74. Mr. Leong, individually and on behalf of himself and those similarly situated, repeats and realleges each and every foregoing paragraph of his Complaint as though fully set forth herein.

75. The Defendant advertised that persons would be able to participate in the SBNC from anywhere in the State of New Jersey and, in so doing, implicitly advertised that persons would be able to equally participate in the SBNC from anywhere in New Jersey.

76. This representation was material in nature, as it induced persons – including Mr. Leong and the putative Class members – to travel to New Jersey to participate in the SBNC, and tender the entry fee for the SBNC, while making arrangements to stay in parts of New Jersey separate and apart from the space operated by the Defendant in Jersey City.

77. By employing a staff of persons at the Jersey City location who could manually grade wagers on request, and creating a regime where such requests could only be made in person, the Defendant knew of the falsity of the foregoing representation, as persons present in Jersey City would have a competitive advantage in the SBNC relative to persons present in other parts of New Jersey.

78. The Defendant intended its representation be relied upon, as the representation was in the nature of an advertisement meant to lure people to New Jersey so they would tender their monies to the Defendant for the SBNC.

79. Mr. Leong and the putative Class members relied on this representation when he traveled to New Jersey, tendered his SBNC entry fee to the Defendant, and

made arrangements to participate in the SBNC from a location in New Jersey other than the Defendant's makeshift headquarters in Jersey City.

80. Mr. Leong and the putative Class members were material harmed by this representation, as his bets were graded slower than those of persons present in Jersey City – meaning he did not have access to gaming capital as promptly as his competitors – and he ultimately lost both time and money making a nearly two hour trip to Jersey City so he could have one of his wagers graded in person.

### **Count III – Negligent Misrepresentation**

81. Mr. Leong, individually and on behalf of himself and those similarly situated, repeats and realleges each and every foregoing paragraph of his Complaint as though fully set forth herein.

82. The Defendant incorrectly represented persons could equally participate in the SBNC from anywhere in New Jersey.

83. The Defendant incorrectly represented betting limits would not come into play, during the SBNC, in connection with major sporting events.

84. The Defendant incorrectly represented all members of the public entering the SBNC would have an equal chance to win a part of the prize pool therein, with the only advantages being those correlative to individual bettors' skill, strategy, and intellect.

85. The Defendant incorrectly represented the SBNC would be operated in a uniform, orderly manner.

86. Mr. Leong and the putative Class members relied upon each of these representations in traveling to New Jersey and tendering the entry fee to participate in the SBNC.

87. Mr. Leong and the putative Class members have been injured in an amount equal to his entry fee for the SBNC and his travel costs associated with the SBNC, by these negligent misrepresentations of the Defendant.

#### **Count IV – Negligence**

88. Mr. Leong, individually and on behalf of himself and those similarly situated, repeats and realleges each and every foregoing paragraph of his Complaint as though fully set forth herein.

89. The Defendant owed a duty to Mr. Leong and other SBNC entrants to operate the SBNC in a fair and uniform manner.

90. The Defendant breached this duty by crediting different bettors with winnings from the same game at different times, by accepting certain wager types on given games from certain bettors and rejecting similar wager types on the same given games from other bettors, by manually grading wagers at the request of persons physically present in Jersey City, by accepting some wagers after the close of betting from certain contestants and disallowing them from other contestants, by accepting or rejecting wagers from some contestants in a matter of seconds while waiting up to ten minutes to accept or reject wagers from other contests, and by generally operating the SBNC in a shoddy, arbitrary, capricious and haphazard manner that falls well below the most minimal of obligations owed the betting public by a licensed sports betting operator.

91. The Defendant's negligence caused Mr. Leong and the putative Class members to incur damages in the form of lost betting monies, lost travel money, and funds incurred frantically traveling to Jersey City in the middle of the SBNC to have a wager manually graded.

92. Mr. Leong and the putative Class members have thus been damaged in a sum equal to his entry fee, plus his travel expenses, plus the monies he paid to frantically travel to Jersey City in the middle of the SBNC to have a wager graded.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated, demands Judgment against Defendants as follows:

- A. Certifying this matter as a class action for money damages pursuant to R. 4:32-1(b)(3);
- B. Appointing Plaintiff as Class Representative;
- C. Appointing Plaintiff's attorneys, the Proposed Class Counsel, as Class Counsel;
- D. Awarding Plaintiff and the Class members compensatory damages, including, but not limited to, a refund of the ten thousand dollars and no cents (\$10,000.00) entry fee paid to Defendant to participate in the SBNC, pursuant to N.J.S.A. 56:8-2.11 and 56:8-19;
- E. Awarding Plaintiff and the Class members treble damages pursuant to N.J.S.A. 56:8-19;
- F. Awarding Plaintiff and the Class members ten thousand dollars and no cents (\$10,000.00) for the first action of the Defendant found to be in contravention of the New Jersey Consumer Fraud Act, and for twenty thousand dollars and no cents (\$20,000.00) for each subsequent action of the Defendant found to be in contravention of the New Jersey Consumer Fraud Act, pursuant to N.J.S.A. 56:8-13;

G. Awarding Plaintiff and the Class members compensatory damage including, but not limited to, a refund of the ten thousand dollars and no cents (\$10,000.00) entry fee paid to Defendant to participate in the SBNC, due to Defendant's fraudulent inducement, negligent misrepresentation, and/or negligence;

H. Awarding Plaintiff and the Class members punitive damages in a sum equal to three hundred thirty four thousand dollars and no cents (\$334,000.00) or such other amount as a jury may deem fit;

I. Awarding Plaintiff and the Class members reasonable attorneys' fees and costs pursuant to N.J.S.A. 56:8-19.

J. Awarding Plaintiff and the Class members pre-judgment and post-judgment interest; and

K. Awarding Plaintiff and the Class members such other relief as the Court deems equitable, just, and appropriate.

**LAW OFFICES OF WILLIAM H.  
PILLSBURY PLLC**

*Attorneys for Plaintiff and the Putative Class*

By: /s/ William H. Pillsbury  
William H. Pillsbury

**THE VERSTANDIG LAW FIRM LLC**  
*Pro Hac Vice Petition Forthcoming*

By: /s/ Maurice B. VerStandig  
Maurice B. VerStandig

Dated: January 17, 2019

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, William H. Pillsbury, Esq., is hereby designated as trial counsel for Plaintiff and the putative class in this matter.

**LAW OFFICES OF WILLIAM H.  
PILLSBURY PLLC**  
*Attorneys for Plaintiff and the Putative Class*

By: /s/ William H. Pillsbury  
William H. Pillsbury

Dated: January 17, 2019

**JURY DEMAND**

Plaintiff hereby demands trial by jury of all issues in this action.

**LAW OFFICES OF WILLIAM H.  
PILLSBURY PLLC**  
*Attorneys for Plaintiff and the Putative Class*

By: /s/ William H. Pillsbury  
William H. Pillsbury

Dated: January 17, 2019

**RULE 4:5-1 CERTIFICATION**

Plaintiff, by his attorneys, hereby certifies that the matter in controversy is not the subject of any other pending or contemplated judicial or arbitration proceeding. Plaintiff is not currently aware of any other party who should be joined in this action.

**LAW OFFICES OF WILLIAM H.  
PILLSBURY PLLC**  
*Attorneys for Plaintiff and the Putative Class*

By: /s/ William H. Pillsbury  
William H. Pillsbury

Dated: January 17, 2019