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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: **CIVIL PART**
ATLANTIC COUNTY

SCOTT ROBBINS,

Plaintiff(s),

vs.

Docket No.: ATL-

CIVIL ACTION

**BORGATA, its successors and/or assigns:
As their interests may appear; MGM, its
Successors and/or assigns as their
Interests may appear; MGM D/B/A
BORGATA, its successors and/or assigns
as their interests may appear;
AND, JOHN DOES 1
THROUGH 10 (Fictitious Names)
and XYZ CORPORATIONS 1 through
10 (Fictitious Names),**

Defendant(s).

COMPLAINT

COMPLAINT

Plaintiff, **SCOTT ROBBINS** (hereinafter, "**Robbins**" and/or the "**Plaintiff(s)**"), an individual(s) residing at: **49 Howe Avenue, Millbury, Massachusetts 01527**, by and through his/her/their attorney(s), Frederic C. Goetz, Esq., LLC, hereby bring this Complaint against Defendants, **BORGATA; MGM D/B/A BORGATA, and, JOHN DOES 1 THROUGH 10 (Fictitious Names) and XYZ CORPORATIONS 1 through 10 (Fictitious Names),**, **THEIR SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY**

APPEAR (hereinafter, "**Borgata**" and/or "**MGM**", and/or the "**Defendant(s)**"), all in his/her/their official, entity and/or individual capacities, respectively, aver as follows:

INTRODUCTION

This is an action for a monetary and other appropriate relief which is brought by Plaintiff(s) to redress the violations of State and Federal Statutes, common law and public policy of the State of New Jersey and of the United States of America of the rights secured to them by the laws of the State of New Jersey, as perpetrated by Defendant(s), upon the Plaintiff(s).

PARTIES

1. Plaintiff, **Scott Robbins**, at times relevant hereto, is/are resident(s) of the **State of Massachusetts**.
2. At all relevant times herein, Defendant(s), **Borgata**, was/were and is/are believed to be a corporation or other business entity existing at law, with an office and place of business in: **Atlantic City, County of Atlantic, State of New Jersey**, and/or was engaged in business as a hotel and casino operator, in the County of Atlantic, State of New Jersey.
3. At all relevant times herein, Defendant(s), **MGM d/b/a Borgata**, was/were and is/are believed to be a corporation or other business entity existing at law, with an office and place of business at: **Atlantic City, County of Atlantic, State of New Jersey**, and was engaged in business as a casino operator and/or was engaged in business as a hotel and casino operator, in the County of Atlantic, State of New Jersey.
4. At all relevant times herein, Defendant(s), **Borgata and MGM**, was/were engaged in business and/or did business and/or continues to do business within the County of Atlantic, State of New Jersey as a hotel and casino operator.
5. Defendant(s) John Does 1 through 10 are fictitious names representing individuals and/or groups of individuals whose identities are not yet known to Plaintiff(s) who were partners with, divisions of, contracted for, agents of and/or employees of the aforementioned Defendant(s) and/or engaged in business with and/or otherwise contracted/employed by the aforementioned Defendant(s), as a partnership or other unincorporated association and/or as individuals, who contributed to, edited, published and/or distributed the defamatory material described in this Complaint and/or somehow otherwise contributed to Defendant's loss. On information and belief, the identity of these fictitious parties is held exclusively by and can only be discovered

from Defendant(s). It is Plaintiff's intention to name these parties as Defendant(s) in the within action once their identity is obtained from the aforementioned Defendant(s).

6. Defendants XYZ Corporations 1 through 10 are fictitious names representing entities whose identities are not yet known to Plaintiff(s) who were partners with, divisions of, contracted with, agents of and/or employees of the aforementioned Defendant(s) and/or engaged in business with and/or otherwise contracted/employed by the aforementioned Defendant(s), as a partnership or other unincorporated association and/or as individuals, who contributed to, edited, published and/or distributed the defamatory material described in this Complaint and/or somehow otherwise contributed to Defendant's loss.

PRELIMINARY STATEMENT

1. Beginning on or about 9/14/19, Defendant(s) either directly or indirectly or through the actions of their agents or known associates, have participated in a scheme to damage the reputations and credibility of the Plaintiff for Defendant's own gain or the gain of their agents or known associates in an effort to distract from their own failings, to the detriment of Plaintiff.

2. Defendants, for their own benefit or for the benefit of their associates have falsely tried to blame the Plaintiff for the problems they and their associates originally created. Unfortunately; however, they have gone too far, as they have slandered and otherwise damaged Plaintiff, violated the civil rights of the Defendant, deliberately lied to the public, abused their authority, violated the public policy of the State of New Jersey, breached their duty of public accommodation, and violated the public trust, in an effort to cover up their own failings.

3. Defendants conduct has further violated the New Jersey Consumer Fraud Act ("NJCFA" or the "Act"); falsely imprisoned Plaintiff; and, at least in part, deprived him of his future earnings.

BACKGROUND

1. Plaintiff, by trade, is a professional poker player.
2. Poker, as enumerated by the prevailing State and Federal case law, is a game of skill, and NOT a game of chance.
3. Defendant(s) is/are a hotel and casino operator, offering to the public, lodging and casino gambling goods and services.
4. In connection with and in consideration of same, and as part and parcel of its hotel and casino services offerings, Defendant(s) offer out to the public, poker tournaments, to induce the public to stay at their hotel and to gamble and play poker at their casino.
5. On or about **09/14/20**, Defendant(s) invited the public to join and play in such a tournament, (at a cost of \$3,500.00 or by satellite entry), with the promise that a skillful player can “win” more money-in some cases, up to hundreds of thousands or even millions of dollars.
6. Plaintiff likewise entered a satellite tournament at an actual cost of \$400.00 to him, through which he was able to “win” a \$3,500.00 value tournament entry ticket. (*See Exhibit “B” -Borgata Poker Tournament Seating Card*),
7. Lured by Defendant’s public invitation, and having his tournament entry ticket in hand, as he had done many times in the past, Plaintiff booked a room at Defendant’s hotel, et. al. (est. cost of **\$346.75**) (*See Exhibit “A”-Borgata Reservation*); and traveled from Massachusetts to Atlantic City New Jersey (Approximately **\$500.00**) for the sole purpose of using his entry ticket to the tournament for which he was scheduled to play on Monday 09/16/19.
8. Upon arrival and check-in at the hotel/casino, in conversation with the front desk clerk, Defendant was asked whether he would like a high floor or low floor-to which he jokingly responded: “if I had to jump from a high floor window [meaning, in case of fire or earthquake],

would I make it?" The clerk responded with "NO, don't do that". He then responded with "I won't". Accordingly, in keeping with the conversation, he asked "would I make it if I had to jump out of a lower floor?" She also responded with "NO, don't do that". Again, he said clearly "I won't", and, then, again, in keeping with the conversation, laughingly said: "but since I wouldn't survive either, I guess it doesn't matter what floor you give me". Then, while the Plaintiff was laughing with other(s) around him who had overheard the conversation, the clerk handed Plaintiff a key to a room on the 30th floor (notably, not a low floor).

9. Immediately thereafter, the clerk gave him instructions on how to get to the 30th floor and pointed him to the elevators to take him there.

10. It is also important to note that hotel windows at the Borgata are over an inch thick and do not open (on all floors)-a fact which is well known to staff and guests alike.

11. Shortly thereafter, after relaxing in his room while/after unpacking, an armed security force appeared at his door and advised they had to make sure Plaintiff was not a danger to himself.

12. Although Defendant was confused as to why an armed security team was targeting him, he held a protracted conversation with said same security/police force, allowed them to examine the room to confirm that nothing was awry, and maintained a jovial banter throughout.

13. Also of note is that the Plaintiff had already begun to unpack his belongings for his stay at the hotel when the armed security force arrived, and it was clearly visible that he had intended to stay for some time in the hotel.

14. Thereafter, said security force informed him that they somehow believed him to be a danger to himself and that he had to be transported to the hospital to be examined by a psychologist before he could come back.

15. Plaintiff willingly complied with Defendant's instructions, got in an ambulance that Defendant had chosen (for which Plaintiff was personally billed **\$1,157.00**) (*See Exhibit "C"- Ambulance Bill*) and was transported to Atlanticare Regional Medical Center.

16. Plaintiff was examined by a psychiatrist (who also laughed at his even being at the hospital)(for which he was charged **\$865.00**) (*See Exhibit "D"-Psychiatric Exam Invoice*) - Said same psychiatrist immediately issued a written Psychiatric Clearance, stating "Patient... is not believed to pose a danger to himself or anyone else at this time" (*See Exhibit "E"- Psychiatric Clearance Certificate*) .

17. With said same Clearance in hand, Plaintiff returned to the hotel, whereupon security had removed his belonging from his room, ordered him to leave the premises and informed him that he was "banned for life".

18. Plaintiff was now left to travel to secure other lodging at his own expense (Approximately **\$500.00**)/return to Massachusetts, and was intentionally deprived of participating in not only the immediate poker tournament, but also future poker tournaments at the Borgata, as he had for years previous.

19. Based upon his earnings from the Borgata Poker Tournament(s) previous, in conjunction with his yearly earnings percentage, Plaintiff Estimates that he has likewise been damaged in the approximate net amount of **\$85,000.00 in lost earnings per year**, due to Defendant's arbitrary, capricious and intentional action(s).

20. Estimating at a minimum, ten (10) years of continued poker tournament play at the Borgata-were it not for the "ban for life", Plaintiff's total lost earnings approximate **\$850,000.00**.

21. Further, before the day was out, as Plaintiff had been a regular at the Borgata poker circuit, upon information and belief, Defendant Employees had wantonly and recklessly made

known to others (including but not limited to others on the Borgata and professional poker circuits) that “Mr. Robbins was “banned for life” from the Borgata because of a suicide attempt”.

22. Word spread quickly likewise throughout the professional poker circuit, as aforesaid, both on social media and at other tournaments, such that Plaintiff lost corporate and individual sponsorships estimated at up to another **\$200,000.00**.

23. Plaintiff’s other ascertainable losses from weekend of **09/14/19**, to date, as set forth above equal: **\$3,368.75**.

24. Plaintiff seeks another **\$200,000.00** in punitive and as yet un-ascertained compensatory damages.

25. Defendants wantonly and recklessly made and/or otherwise published untrue statements and therefore lied to the public (others), which action caused the Plaintiff great harm.

26. Defendants knew the statements were false, but proceeded anyway.

27. Defendants used their quasi-official authority to promulgate their false statement to the public to further their own purposes, not the public interest.

28. Defendants actions are wanton, reckless, deceitful, to further their or their associates own personal interests.

29. As a result of defendants’ actions Plaintiff was damaged to the amount of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)**.

30. On information and belief, Defendants John Does are one or more individuals who participated in the writing, editing, financing, mailing, publication and/or distribution of the aforesaid false publications/statements.

31. On information and belief, Defendants XYZ Corporations are one or more entities which participated in the writing, editing, financing, mailing, publication and/or distribution of the aforesaid false publications/statements.

FIRST COUNT

(Book Account)

1. There is due from the Defendant(s) the sum of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)** on certain book accounts, true copies of which are annexed hereto and made part hereof as Exhibit "A".

2. Pursuant to agreement(s) and/or representation(s) between the parties, Defendant(s) and/or Defendant's as yet unknown employees, agent(s), and/or assigns, personally and unconditionally guaranteed as an individual or entity payment of any indebtedness incurred by Defendant(s) under said certain book accounts.

3. By entering into such agreement(s)/making such representation(s), Defendant(s) absolutely and unconditionally guarantees as an individual, payment of any indebtedness incurred by virtue of any and all credit extended to Defendant(s), in connection with the above-referenced book accounts.

4. Payment has been demanded and has not been made.

SECOND COUNT

(Goods and Services not rendered)

1. Plaintiff repeats and alleges each and every allegation contained in the First Count of the Complaint and incorporates them as if more fully set forth at length herein.

2. The Plaintiff sues the Defendant(s) for goods and services that were to be rendered by the Defendant(s) to the plaintiff upon the promise by them to render such services, which Defendant(s) have failed to render.

3. Payment has been demanded and has not been made.

THIRD COUNT

(Reasonable Value of Goods and Services not rendered)

1. Plaintiff repeats and alleges each and every allegation contained in all other Counts of the Complaint and incorporates them as if more fully set forth at length herein.

2. The Plaintiff sues the Defendant for the reasonable value of goods and services that were to be rendered by the Defendant(s) to the Plaintiff upon the promise by them to render such services, which Defendant(s) have failed to render.

3. Payment has been demanded and has not been made.

FOURTH COUNT

(Defendant's Promise to Pay)

1. Plaintiff repeats and alleges each and every allegation contained in all other Counts of the Complaint and incorporates them as if more fully set forth at length herein.

2. Defendant(s) being indebted to the Plaintiff in the sum of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)** upon an account stated between them, did promise to pay to the Plaintiff said sum upon demand.

3. Payment has been demanded and has not been made.

FIFTH COUNT

(Breach of Contract)

1. Plaintiff repeats the allegations stated above as if set forth at length herein.
2. Defendants breached a Contract(s) between Plaintiff and Defendants;
3. Said breach by the Defendants has caused Plaintiff loss and/or prevented the Plaintiff gain.
4. Defendant(s) is/are liable to the Plaintiff as the contracting parties intended to benefit from the existence of the Contract.

SIXTH COUNT

(Unjust Enrichment)

1. Plaintiff repeats each and every allegation of the preceding paragraphs of the Complaint and incorporates them as if more fully set forth at length herein.
2. Plaintiff expected remunerations from the Defendant(S), in the amount of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)**, at the time he performed or conferred the benefit and enriched Defendants beyond Defendant's contractual rights.
3. Plaintiff remains unpaid for benefits unjustly retained by the Defendants.
4. Defendant(s) remain unjustly enriched by the benefit conferred upon him/her/them by the Plaintiff in good faith.
5. Remunerations has been demanded and has/have not been made.

SEVENTH COUNT

(Implied Contract)

1. Plaintiff repeats and alleges each and every allegation contained in the Fourth Count of the Complaint and incorporates them as if more fully set forth at length.
2. Defendant is obligated to pay for services sought from Defendant by Plaintiff under an Implied Contract, which services were not performed as requested of defendant under circumstances which negate the idea that they were gratuitous.
3. Plaintiff holds defendant liable for the reasonable value of the services not performed.
4. Payment has been demanded and has not been made.

EIGHTH COUNT

(Breach of implied covenant of good faith and fair dealing)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.
2. Due to the allegations in the aforementioned Counts, Defendant(s) are in breach of the implied covenant of good faith and fair dealing
3. As a direct and proximate cause of Defendants' breach, Plaintiff(s) has/have suffered, continue to suffer and will suffer damages.

NINETH COUNT

(Detrimental Reliance/Promissory Estoppel)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.
2. Anyone making a clear and definite promise who should reasonably expect that another will rely on the promise will be bound by the promise and incur liability to the other for damages proximately caused by the other's reasonable reliance on the promise causing detriment of a definite and substantial nature. *Woolley v. Hoffman-LaRoche, Inc.*, 99 N.J. 284, 303 n.9, 491

A.2d 1257, 1267 n.9 (1985), modified on other grounds, 101 N.J. 10, 499 A.2d 515 (1985) [(2)]; Peck v. Imedia, Inc., 293 N.J. Super. 151, 168, 679 A.2d 745, 753 (App.Div. 1996), certify. Denied, 147 N.J. 255, 679 A.2d 745 (1996) [(3)]; Malaker Corp. Stockholders Protective Comm. C. First Jersey Nat. Bank, 163 N.J. Super. 463, 479, 395 A.2d 222, 230 (App. Div. 1978), certify denied, 79 N.J. 488, 401 A.2d 243 (1979) [(1),(4),(5)].

3. Such is the case here, where Defendant(s) made promises as set forth herein with specificity..

4. Plaintiff relied, in good faith upon Defendant's promises, to its detriment.

5. As a direct and proximate cause of Defendants' actions, Plaintiff(s) has/have suffered, continue to suffer and will, in the future, suffer further damages.

Defendant(s) is/are liable for nominal damages and consequential damages which are estimable with some degree of reasonable certainty.

6. Payment has been demanded and has not been made.

TENTH COUNT

(Value of Loan/Extension of Credit)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.

2. The Plaintiff sues the Defendants for the value of loan and/or extension of credit.

3. Payment has been demanded and has not been made.

ELEVENTH COUNT

(Contribution of One's Fair Share)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.

2. Plaintiff sues the Defendants for contribution for payment of Defendant's equal share of debts/burdens borne by and/or levied upon Plaintiff.

3. Where a party pays more than his or her proper share of a common burden borne by two or more parties and created in various ways, such as by contract, the paying party may hold the other parties liable for contribution. *Kolker Chem Corp. v. Lumbermans Mut. Cas. Co.*, 81 N.J. Super. 556, 559, 196 A.2d 266, 267-268 (Ch, Div. 1963) [(1), (2), (3)].

4. Contribution has been demanded and has not been made.

TWELFTH COUNT

(Breach of Duty of Public Accommodation)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.

2. In the New Jersey Supreme Court's 1982 decision in *Uston v. Resorts International Hotel* the Court stated: "Borgata breached its duty of public accommodation under New Jersey law." *Uston v. Resorts Int'l Hotel, Inc.*, 445 A.2d 370, 375 (N.J. 1982)

3. In that case, the court said: "Vaughn adequately pleaded a claim that Borgata breached its duty of public accommodation when it banned Vaughn from the premises" *Uston*

4. Here, again, when the Borgata banned Plaintiff from the premises, "Borgata breached its duty of public accommodation under New Jersey law." *Uston*

5. The court said, under New Jersey law, when casinos or other property owners open their premises to the general public, they have no right to exclude people "unreasonably," citing the New Jersey Supreme Court's 1982 decision in *Uston v. Resorts International Hotel*.

6. Further, with Vaughn, just as here, "There is no factual allegation or pleading exhibit (or law, for that matter) indicating that such conduct is illegal or contrary to Borgata policy, or that

Borgata ever warned Vaughn [or Plaintiff] that his actions could lead to permanent expulsion...,” said the judges; thus, “...Accepting as true Vaughn’s allegations to that effect, a factfinder could conclude that Borgata’s actions here were arbitrary and unreasonable and, as such, a plausible basis for liability under New Jersey law,” the panel added. *Uston*

7. Under that law, when casinos or other “property owners open their premises to the general public in pursuit of their own property interests, they have no right to exclude people unreasonably.” *Uston v. Resorts Int’l Hotel, Inc.*, 445 A.2d 370, 375 (N.J. 1982); see also *Campione v. Adamar of N.J., Inc.*, 714 A.2d 299, 309 (N.J. 1998) (“Even without statutory or regulatory support, a casino has a common-law duty to treat patrons fairly.”)

8. In the case at Bar, Plaintiff was not disorderly; Plaintiff was not cheating; Plaintiff was compliant and, indeed, at his own cost and expense obtained a letter from a psychiatrist stating that he was not a danger to himself or others, as he was asked to do; and Plaintiff did not (in any way whatsoever) interfere with casino operations—rather, Plaintiff made a bad joke, and in retaliation for same, he was unlawfully banned from the hotel and from the casino.

9. As deftly stated in other cases (where the conduct was much more contentious) “...there is no dispute that New Jersey law applies to this claim. Cf. *Aliments Krispy Kernels, Inc. v. Nichols Farms*, 851 F.3d 283, 289 (3d Cir. 2017) (describing New Jersey’s choice-of-law rules). 6 A plaintiff may recover damages for a breach of the duty of public accommodation. See *Uston*, 445 A.2d at 374. Case: 19-2068 Document: 003113325643 Page: 6 Date Filed: 08/21/2019 7 alterations, and citations omitted); cf. *Kreimer v. Bureau of Police for Town of Morristown*, 958 F.2d 1242, 1270 (3d Cir. 1992) (observing that, “[i]nasmuch as the card-counter [in *Uston*] had not disrupted the functioning of any casino operations, and did not threaten its safety, he could not be excluded”); *Simone v. Golden Nugget Hotel & Casino*, 844 F.2d 1031, 1035 (3d Cir. 1988).

That such conduct should be deemed uncontroversial is plausible. See *Bistran v. Levi*, 696 F.3d 352, 365 (3d Cir. 2012); however, Borgata excluded him (as they did Plaintiff) because, it simply “did not like the way” he played (In plaintiff’s case, his sense of humor). Accepting as true Vaughn’s allegations to that effect, a factfinder must conclude that Borgata’s actions here were arbitrary and unreasonable and, as such, a plausible basis for liability under New Jersey law.

10. Payment/Remuneration has been demanded and not been made.

THIRTEENTH COUNT

(Violation of Public Trust and Policy)

1. Plaintiff incorporates all the facts contained as set forth in the Preliminary Statements and all previous paragraphs and Counts as if fully set forth herein.

2. The actions of the defendants have violated the public trust and public policy of the State of New Jersey as set forth in the common law and in N.J.S.A. 40A:9-22. 1 et. seq.

3. As a direct and proximate result of Defendants’ actions, Plaintiffs have suffered damages.

FOURTEENTH COUNT

(42 U.S C. 1983)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. The actions of the Defendants were taken in an official capacity pursuant to the policy of the State of New Jersey in an official capacity and under color of law.

3. The actions of Defendant(s) have violated and continue to violate the rights of plaintiffs as secured by federal and state legislative enactments and the common law, public policy and the

United States and New Jersey Constitution.

4. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered damages.

FIFTEENTH COUNT

(Violation of Civil Rights N.J.S.A. 10:6-2 et. seq)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. Defendants actions using the color of law based on known false statements is a violation of Plaintiff's civil rights.

3. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered damages.

SIXTEENTH COUNT

(Defamation)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. Defendants statements (INCLUDING BUT NOT LIMITED TO, STATEMENTS THROUGH ACTIONS) are false and were knowingly made with a wanton, reckless disregard for the truth with the intent to paint the plaintiffs in false light.

3. As a direct and proximate cause of Defendant's statements Plaintiff(s) has/have suffered damages.

4. The Plaintiff(s) further state(s) that said words so spoken by the Defendant(s) were and

are utterly false, malicious and slanderous.

5. By reason of the acts of the Defendant aforesaid, in and about the speaking and publishing of the said false, malicious and slanderous words and statements, the Plaintiff(s) was/were and are greatly and permanently injured and damaged in his/her/their good names and reputation(s), and were exposed to public contempt, hatred and ridicule, and have been further damaged.

SEVENTEENTH COUNT

(Defamation Per Se)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. The Defendants' statements were maliciously spoken and published of and concerning these Plaintiff(s), certain slanderous, false, malicious, scandalous and defamatory words, to wit:

3. The words aforesaid tended to blacken and injure the honesty, integrity, morality and reputation of the Plaintiff(s) and to thereby expose then to public contempt and ridicule, and to injure and damage his/her/their business.

4. The Plaintiff(s) further state that said words so spoken by the Defendant(s) was/ were and are utterly false, malicious and slanderous.

5. By reason of the acts of the Defendant(s) aforesaid, in and about the speaking and publishing of the said false, malicious and slanderous words and statements, the Plaintiff(s) was/were and are greatly and permanently injured and damaged in his/her/their good names and reputations, and were and are exposed to public contempt, hatred and ridicule, and have been further damaged in his/er/their said business.

EIGHTEENTH COUNT

(Slander)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.
2. Plaintiff has at all times enjoyed a good name and reputation.
3. For many years past until on or about present day, Plaintiff was a professional poker player.
4. As part of his profession/business, Plaintiff, from time to time is required to solicit sponsorships from vendors.
5. Plaintiff has never before engaged in any criminal conduct nor been arrested, charged with, indicted or convicted of any crime or committed to any kind of psychiatric institution in the State of New Jersey or elsewhere.
6. Prior to, afterwards and on or about the date of the incident, Plaintiff was continuously in the process of soliciting same said vendors for sponsorship.
7. After the incident (false statements) proximately leading the case at Bar, Plaintiff was explicitly advised by various persons and same such vendors that they could no longer sponsor him specifically due to the image now defined by the incident proximately caused/false statements made by Defendant(s).
8. At the time Defendants wrote, published and distributed the aforementioned false statements, Defendants knew or should have known that they were false.
9. At the time of publishing same, Defendants knew that its contents were libelous and false or entertained serious doubt as to the truth of the statements, and as a result of the false and misleading information contained therein, Plaintiff has been held up to ridicule, the Plaintiff's

reputation has been greatly injured and the Plaintiff has been injured in his business as well as personal reputation.

10. The aforesaid statements identified and described Plaintiff by name and were, on information and belief, understood by third persons to concern the Plaintiff.

11. The afore-mentioned false statements written, published and distributed by Defendants tended to lower the Plaintiff's reputation in the estimation of the community and, in fact, did lower the Plaintiff's reputation in the estimation of the community.

12. The foregoing statements written, published and distributed by Defendants tended to deter third persons from associating with Plaintiff and, in fact, did so deter third persons from associating with him and doing business with him.

13. Defendants, in writing, printing, publishing and disseminating such information to the public, acted in a grossly irresponsible manner with reckless disregard for the standards of truth and veracity ordinarily followed by responsible persons, and Defendants knew in making the statements that a false impression would be made and Plaintiff would be damaged.

14. Defendants published the statements with malice in an effort to discredit, malign and impugn the honesty and integrity of Plaintiff, all to Plaintiff's damage.

15. Defendants published the statements with malice in an effort to harm and to lower the Plaintiff's reputation, all to Plaintiff's damage.

16. The afore-mentioned printed material and statements and the publication, circulation and distribution thereof was not privileged nor was it either a fair or true report of any judicial, legislative or other public or official proceeding, and those parts of the letter and publication alleged to be false were a malicious and defamatory libel of the Plaintiff.

17. The publications that were created, published, disseminated, distributed and circulated by

Defendants falsely accused Plaintiff of dishonesty, secrecy, fiscal irresponsibility and of having engaged in "criminal and unethical" acts.

18. By reason of the foregoing and the false and defamatory statements, implications and representations made by Defendants, Plaintiff has suffered damage to his reputation, suffered damage in his profession and business career, suffered mental pain, anguish and humiliation and has otherwise been damaged.

NINETEENTH COUNT

(Libel)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. Said publication was made, published, distributed and circulated by Defendants with ill will and malice or with personal hostility or a desire to harm Plaintiff for the Defendants' own benefit and gain and in furtherance of Defendants' own interests.

3. The foregoing statements were published with knowledge of their falsity or with reckless disregard for their truthfulness or falsity.

4. As a result thereof the Plaintiff has suffered damages.

TWENTIETH COUNT

(Distribution of Libelous and Slanderous Materials)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. Defendants, and each of them, maliciously printed, produced, reproduced, published and

exploited the documents and the spoken word and incorporated herein by reference, including the photograph and likeness of Plaintiff which falsely represented that Plaintiff in a poor light.

3. As a direct and proximate result of the publication by Defendants of plaintiff's photograph, situation and/or likeness, plaintiff has been subjected to ridicule, contempt, embarrassment and shame in the opinion of his friends, family, colleagues, business associates and by the public in general, and plaintiff has suffered greatly in his mind, feelings and body.

TWENTY-FIRST COUNT

(Negligent and Reckless Infliction of Emotional Distress)

1. Plaintiff repeats and realleges all of the allegations and incorporates all the facts contained in and as set forth in all previous paragraphs and Counts as if fully set forth at length herein.

2. Defendants, and each of them, was aware that plaintiff would suffer great emotional distress if certain documents and/or statements were published and the documents and statements made therein and photographs and likenesses therein were clearly of a nature such that a reasonable person would be embarrassed by their publication.

3. The Defendants' willful and malicious conduct in printing, producing, reproducing, publishing, distributing and/or circulating the documents and/or statements to the general public without Plaintiff's consent, knowledge or authorization, in wanton disregard of Plaintiff's rights, was spiteful, intentional, willful and malicious and was extreme and outrageous conduct, such that no reasonable person could be expected to endure.

4. As a result of each of the Defendants' intentional, malicious, and extreme and outrageous conduct, Plaintiff has suffered grief, anxiety, shame and humiliation before his friends, relatives, colleagues, business associates and the general public and has suffered greatly in his mind, feelings

and body.

TWENTY-SECOND COUNT

(Interference with prospective economic advantage)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.
2. Anyone [not a party to the relationship] who intentionally and without justification or excuse, either interferes with another's pursuit of a prospective economic or contractual business relationship where there is a reasonable expectation of economic advantage, and there is a reasonable probability that the interference caused the loss of the prospective gain, or unreasonably and actually interferes with the contractual relationship of another is liable for damages caused by the interference. *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116N.J. 739, 751-752, 563 A.2d 31, 37-38 (1989) [(2),(3),(4),(5a),(6),(7)]; *Ideal Dairy Farms, Inc. v. Farmland Dairy Farms, Inc.*, 282 N.J. Super 140, 205, 659 A.2d 904, 935-936 (App.Div. 1995), *certify. Denied*, 141 N.J. 99, 660 A.2d 1197 (1995) [(8)]; *Cox v. Simon*, 278 N.J. Super. 419, 432, 65 A.2d 476, 482-483 (App. Div. 1995) [5b)]; *Binkewitz v. Allstate Ins. Co.*, 222 N.J. Super. 501, 515-516, 537 A.2d 723, 729-730 (App. Div. 1988), *certify. Denied*, 113 N.J. 378, 550 A.2d 481 (1988) [(1)].
3. As per the facts set forth herein, Defendant(s) have interfered with Plaintiff's pursuit of a prospective advantage.
4. Through its actions, Defendant(s) have further interfered with Plaintiff's pursuit of a prospective economic or contractual business relationship with others, where there is a reasonable expectation of economic advantage.

5. As a direct and proximate cause of Defendants' breach, Plaintiff(s) has/have suffered, continue to suffer and will suffer damages.

TWENTY-THIRD COUNT

(Intentional interference with a prospective contractual or economic relationship requires no enforceable contract)

1. Plaintiff repeats each and every allegation of the preceding paragraphs of the Complaint and incorporates them as if more fully set forth at length herein.

2. Anyone who intentionally and without justification or excuse, either interferes with another's pursuit of a prospective economic or contractual business relationship where there is a reasonable expectation of economic advantage, and there is a reasonable probability that the interference caused the loss of the prospective gain, or unreasonably and actually interferes with the contractual relationship of another is liable for damages caused by the interference. *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116N.J. 739, 751-752, 563 A.2d 31, 37-38 (1989) [(2),(3),(4),(5a),(6),(7)]

3. "The separate cause of action for the intentional interference with a prospective contractual or economic relationship has long been recognized as distinct from the tort of interference with the performance of a contract. *Harris v. Perl*, 41 N.J. 455 (1964); *C.B. Snyder Realty Co. v. National Newark Essex Banking Co.*, 14 N.J. 146 (1953); *C.B. Snyder Realty Co. v. BMW of N. Am., Inc.*, 233 N.J. Super. 65 (App.Div. 1989); *Van Horn v. Van Horn*, 52 N.J.L. 284 (Sup.Ct. 1890). Not only does New Jersey law protect a party's interest in a contract already made, "[t]he law protects also a [person's] interest in reasonable expectations of economic advantage." *Harris v. Perl*, *supra*, 41 N.J. at 462. The reason for protecting prospective interests in contractual or other economic interests was identified long ago as follows:

In a civilized community which recognizes the right of private property among its institutions, the notion is intolerable that a man should be protected by the law in the enjoyment of property once it is acquired, but left unprotected by the law in his efforts to acquire it. The cup of Tantalus would be a fitting symbol for such mockery.[*Brennan v. United Hatters of N.Am. Local 17*, 73 N.J.L. 729, 742-43 (E. A. 1906).] ” *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116N.J. 739, 751-752, 563 A.2d 31, 37-38 (1989)

4. “Our courts continue to find actionable interference even when there is no enforceable contract. In *Mayflower Industries v. Thor Corp.*, 15 N.J. Super. 337, 339 (Ch.Div. 1951), aff’d, 9 N.J. 605 (1952), the court found interference with a prospective home-appliance-distributorship agreement in defendant's groundless threats of litigation. In *Longo v. Reilly*, 35 N.J. Super. 405, 412 (App.Div. 1955), certif. denied, 25 N.J. 45 (1957), the Appellate Division recognized an action for tortious interference with prospective economic relations when defendants altered votes to halt plaintiff's election bid for the office of union secretary. The trial court's statement in this case that there must be an enforceable contract in existence before an action for intentional interference with a prospective economic relationship can lie does not represent the current law. ” *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116N.J. 739, 751-752, 563 A.2d 31, 37-38 (1989)

5. Through its actions, Defendant(s) have further interfered with Plaintiff's pursuit of a prospective economic or contractual business relationship with others, where there is a reasonable expectation of economic advantage.

6. As a direct and proximate cause of Defendants' breach, Plaintiff(s) has/have suffered, continue to suffer and will suffer damages.

TWENTY-FOURTH COUNT

(Failure to Exercise Reasonable Care)

1. Plaintiff repeats each and every allegation of the preceding paragraphs of the Complaint and incorporates them as if more fully set forth at length herein.

2. Defendant has a duty to exercise reasonable care over the property of Defendant's Invitees, Licensees, and/or Business guests, et.al.

3. Anyone with a duty of reasonable care over another's property whose negligence proximately causes injury to the property is liable in damages to the holder of the property interest for all detriment naturally and proximately caused, including the (a) market value of destroyed personality, the (b) replacement cost of destroyed personality where market value cannot be ascertained or the injured party is "forced" to buy new, (c) repair costs, (d) diminution in value and loss of use of the property such as personal inconvenience or rental cost. *Camaraza v. Bellavia Buick Corp.* 216 N.J. Super. 263, 266, 523 A.2d 669, 671 (App. Div 1987) [(1),(2),(3),(4)]; *Lane v. Ol Delivery, Inc.*, 216 N.J. Super. 413, 419-420, 524 A.2d 405, 408-409 (App. Div. 1987) [(5a),(5b),(5c),(5d)].

4. Defendant(s) negligently breached its duty owed to Plaintiff(s) to protect Defendant's licensees, invitees, and/or business guests from loss and/or damage and to exercise reasonable care over same, as well as the property of same

5. Said breach by the Defendants has proximately caused Plaintiff loss.

6. Defendant(s) is/are liable to the Plaintiff(s) for their loss which is estimable with some degree of reasonable certainty at: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)** and for compensation for diminution in the value of lost property and/or loss of use and/or enjoyment of the property, and any other relief the court deems just and equitable.

7. Payment has been demanded and has not been made.

TWENTY-FIFTH COUNT

(Joint Tort-Feasors)

1. Plaintiff repeats the allegations of the preceding paragraph(s) as if set forth at length herein.
2. Where there are tortious acts of two or more persons and both contribute as a substantial factor proximately causing injury or loss, as in the case at hand, the injured party may hold the tortfeasors joint and severally liable where the total injury or loss cannot be subdivided and where, with reasonable certainty the liability for its several parts cannot be attributed and allocated to individual tortfeasors. *State, Dep't of Env'tl. Protection v. Ventron Corp.*, 182 NJ Super. 210, 222,440 A.2d 455, 461 (App. Div. 1981), modified on other grounds, 94 N.J. 473, 468 A.2d 150 (1983) [(3), (5), (6)]; *Hill v. Macomber*, 103 N.J. Super. 127,136-137, 246 A.2d 731, 736-737 (App. Div 1968).
3. As such may be the case at hand, Defendant(s) are jointly and severally liable to Plaintiff for Plaintiff's loss and/or injury(ies).

TWENTY-SIXTH COUNT

(Undiscovered Defendant's Liability)

1. Plaintiff repeats and alleges each and every allegation contained in all other Count of the Complaint and incorporates them as if more fully set forth at length herein.
2. Any individual or corporate entity, such as an owner, partner, or principal in an agency relationship, closely identified with the affairs of another corporation is liable for the corporation's conduct and debts. Defendant(s), may have a close relationship with other as yet undiscovered entities and/or individuals.

3. Due to the closeness of the relationship between the Defendant(s) and the afore-said as yet undiscovered entities and/or individuals, as may be evidenced by any of the following, but not limited to the following: a pervasive control over the corporation; confused intermingling of activity with substantial disregard of the separate nature of the corporate entity; serious ambiguity about the manner and capacity in which the various parties and their representatives are acting; common ownership; common management; commingling of funds; operations in each other's names; fraudulent or injurious consequences of the close relationship, and/or impermissible personal payments or asset transfers, as more particularly evidenced by Business Entity Status Report and/or corporate records/search results/status reports and/or other documents, as yet undiscovered, and/or the fact that the corporation(s) may be being used to defeat the ends of justice; perpetrate a fraud, accomplish a crime, or otherwise evade the law, Defendant(s), personally and unconditionally guaranteed as an individual or entity, payment of any indebtedness incurred under any aforementioned Agreement(s) between any other parties to this action. *Tung v. Briant Park Homes, Inc.*, 287 N.J. Super. 232, 239, 670 A.2d 1133, 1136 (App. Div. 1996) [(4a),(4b),(4c),(4d)]; *Stochastic Decisions, Inc. v. DiDomenico*, 236 N.J. Super. 388, 394, 565 A2d 1133, 1136 (App. Div 1989), *certif. denied*, 121 N.J. 607, 583 A 2d. 309 (1990) [(1),(2).(3a),(3b),(3c),(3d),(3e).(3f),(3g),(3h),(3i)].

4. Defendant(s), therefore, (including those as yet undiscovered) being indebted to the Plaintiff in the sum of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)** upon an account stated between them, did promise to pay to the Plaintiff said sum upon demand and/or is/are otherwise liable for same said sum.

5. Payment has been demanded and has not been made.

TWENTY-SEVENTH COUNT

(Vicarious Liability)

1. Plaintiff repeats each and every allegation of the preceding paragraphs of the Complaint and incorporates them as if more fully set forth at length herein.
2. A principal or an employer engaging another who commits a wrongful act is vicariously liable to the wronged party for compensatory damages where the scope of the agency or employment relationship is of the kind that the agent or service is engaged or employed to perform; the employer or principal was reckless or failed to exercise reasonable care; the act was contrary to a non-delegable duty such as the duty to protect members of the public; the wrongdoers, et. al., and is liable for punitive damages where the principal's upper management demonstrated willful indifference to the conduct, et.al.. *Abbamont v. Piscataway Tp. Bd. Of Educ.*, 138 N.J. 405, 416, 650 A 2d. 958, 963 (1994) [(3ai),(3aii),(3aiii)].
3. Defendant, by its agents and/or employees has/have deprived Plaintiff(s) of their personal property and/or economic prospective.
4. Defendant's actions has/have proximately and/or vicariously caused Plaintiff loss.
5. Defendant(s) is/are liable to the Plaintiff(s) for their loss which is estimable with some degree of reasonable certainty at: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)**, and for punitive damages.
6. Payment has been demanded and has not been made.

TWENTY-EIGHTH COUNT

(False Imprisonment)

1. Plaintiff repeats each and every allegation of the preceding paragraphs of the Complaint and incorporates them as if more fully set forth at length herein.

2. Defendant(s) intentionally confined Plaintiff within set boundaries without legal justification and is likewise liable to the one confined for tort damages, including punitive damages, as the circumstances indicate an intentional and deliberate act imbued with the character of outrage.

3. Plaintiff was aware of the confinement.

4. Plaintiff was harmed by the confinement. N.J.S.A. 5:12-121 [(6)]; *Liptak v. Rite Aid, Inc.*, 289 N.J. Super. 199, 218, 673 A.2d 309, 318 (App. Div. 1996) [(4)]; *Fair Oaks Hosp. v. Pocrass*, 266 N.J. Super. 140, 152, 628 A.2d 829, 836 (Law Div. 1993) [(1),(2),(5a),(5b)]; *Di Giovanni v. Pessel*, 104 N.J. Super. 550, 572, 575-576, 250 A.2d 756, 768, 769-770 (App. Div. 1969), *modified on other grounds*, 55 N.J. 188, 260 A.2d 510 (1970) [(3),(7),(8),(9),(10),(11)].

5. Defendant's actions has/have proximately and/or vicariously caused Plaintiff loss.

6. Defendant(s) is/are liable to the Plaintiff(s) for their loss which is estimable with some degree of reasonable certainty at: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)**, and for punitive damages.

7. Payment has been demanded and has not been made.

WHEREFORE, plaintiff demands Judgment against defendant for the following relief:

- a. Estimable damages estimable with some degree of reasonable certainty in the amount of: **ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SIXTY EIGHT AND 75/100 DOLLARS (\$1,253,368.75)**,

- b. punitive damages,
- c. compensation for diminution in the value of lost property and/or loss of use and/or enjoyment of the property,
- d. treble (3x) damages pursuant to the New Jersey Consumer Fraud Act ("NJCFCA" or the "Act")
- e. compensatory damages;
- f. contributory damages;
- g. damages in conversion;
- h. interest, attorneys' fees, and costs of suit; and,
- i. any other relief the court deems just and equitable.

FREDERIC C. GOETZ, ESQ., LLC
Attorney for Plaintiff,
Scott Robbins

Dated: **June 07, 2021**


Frederic C. Goetz, Esq.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and that no such proceeding is contemplated and that no parties need be joined.

CERTIFICATION PURSUANT TO R. 6:2-2(b)

Plaintiff, hereby certifies that with regard to the matter in controversy, although a Defendant may reside in a state other than New Jersey, the plaintiff may file the complaint with

the Clerk of the Civil Part of Hudson County because the subject transaction or occurrence took place and/or the cause of action arose in Hudson County, State of New Jersey.

NOTICE PURSUANT TO RULE 1:5-1(a) AND 4:17-4(c)

Take notice that the undersigned attorney for the plaintiff hereby demands pursuant to R.1:5-1(a) and R. 4:17-4(c) that each party herein serving pleadings and interrogatories and receiving answers hereto, serve copies of all such pleading and answered interrogatories received from any party upon the undersigned attorney and take notice that this is a continuing demand.

TRIAL ATTORNEY DESIGNATION


PLACE TAKE NOTICE that pursuant to R. 4:25.4, Frederic C. Goetz, Esq. is hereby designated trial counsel in this matter.

JURY DEMAND

Plaintiff, **Scott Robbins**, hereby demands trial by jury on all issues so triable herein.

FREDERIC C. GOETZ, ESQ., LLC
Attorney for Plaintiff,
Scott Robbins

Dated: **June 07, 2021**



Frederic C. Goetz, Esq.

VERIFICATION

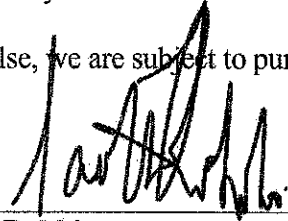
The undersigned, of full age, in lieu of oath or affidavit, hereby certify and say:

1. We are the plaintiffs in the foregoing Verified Complaint.
2. We have read the foregoing Verified Complaint and aver that the facts contained therein are true to the best of our personal knowledge and belief.

We certify that the foregoing statements made by us are true. We are aware that if any of the foregoing statements made by us are willfully false, we are subject to punishment.

06/04/21

Dated:



Scott Robbins

Dated: