

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

Paul R. D'Amato, Esquire (PD-7303)  
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Attorney for Plaintiff

LISA PILUSO,  
  
Plaintiff,  
  
vs.  
  
AMERICAN GAMING SYSTEMS NEW  
JERSEY, LLC.  
  
Defendants.

CAMDEN VICINAGE  
  
CASE NO:  
  
CIVIL ACTION  
  
**COMPLAINT  
AND JURY DEMAND**

**INTRODUCTION**

1. Plaintiff Lisa Piluso (hereinafter referred to as "Lisa"), residing in the Commonwealth of Pennsylvania, brings this action against American Gaming Systems New Jersey, LLC (hereinafter referred to as AGS) based on breach of contract, consumer fraud, negligence, and products liability caused by the employees, agents and representatives of AGS.

**JURISDICTION AND VENUE**

2. This action is brought and jurisdiction is conferred upon the Court, pursuant to 28 U.S.C. Section 1332(a)(1), in that there is complete diversity of citizenship between Plaintiff and AGS. Venue is properly laid in the District of New Jersey pursuant to 28 U.S.C. Section 1391.

3. This Court has personal jurisdiction over Defendants and venue in this District is proper in that the alleged incident occurred in this District and Defendant are located in this District.

4. Given the existence of complete diversity of citizenship and damages in excess of \$75,000.00, jurisdiction and venue lies in the United States District Court for the District of New Jersey pursuant to 28 U.S.C. §1332, U.S. Constitution, Art. III, § 2 and 28 U.S.C. § 1391.

**PARTIES**

5. Lisa repeats each and every preceding paragraphs as if same were set forth at length herein.

6. Lisa is a citizen of the Commonwealth of Pennsylvania and domiciled therein.

7. Defendant American Gaming Systems New Jersey, LLC is a Limited Liability Company registered in the State of New Jersey with its principal place of business located in Las Vegas, Nevada.

**FIRST COUNT**

8. Lisa repeats each and every preceding paragraphs as if same were set forth at length herein.

9. On October 2, 2020 Lisa was playing on a New Jersey Caesars Casino website a game of chance known as CAPITAL GAINS which was provided by Caesars Interactive Entertainment, Inc., a New Jersey Corporation.

10. Lisa had played Capital Gains on prior occasions.

11. On October 2, 2020 Lisa won the grand prize jackpot of \$100,000.00.

See Exhibit A.

12. The winning screen that came up for Lisa stated: "GRAND \$100,000...to win Grand collect 12 symbols collected." Lisa collected 15 money change symbols. The game rules for CAPITAL GAINS state in part: "If you land 15

money change symbols, you will win one of four progressive jackpots....” See Exhibit E, page 5.

13. The jackpot that she was awarded was \$280.00 and not \$100,000.00.

14. Lisa telephoned a representative at Caesars Hotel & Casino and spoke to a Caesars employee named Monique.

15. Lisa asked Monique pursuant to the game rules what confirmation was necessary to win and receive the grand jackpot.

16. Monique replied that a player had to fill the whole board with money balls.

17. Lisa advised Monique that she had just filled the whole board with money balls but the game did not payout to her the \$100,000.00 jackpot.

18. Lisa sent Monique a screenshot, a copy of which is pictured below and attached hereto and made a part hereof as Exhibit A, so that Monique could show her supervisor that Lisa had won.

19. Monique then advised Lisa after she had spoken to her supervisor and that the supervisor confirmed that Lisa had in fact won the \$100,000.00 grand prize.

20. At the end of their conversation Monique told Lisa that Caesars would have to review the winning outcome and that Monique and/or another employee of Caesars would email Lisa.

21. Because Lisa never received an email relative to her \$100,000.00 winning Lisa periodically and unsuccessfully telephoned Defendant Caesars to determine when she would receive her \$100,000.00 winning.

22. On October 23, 2020 Lisa contacted an investigator of the New Jersey Division of Gaming Enforcement by the name of Michael Bianco.

23. Lisa explained in detail to Mr. Bianco how she played the game of Capital Gains and won the \$100,000.00 grand prize jackpot.

24. Mr. Bianco indicated that he would investigate this matter.

25. Subsequently, supervisors at Caesars by the names of Joshua and Dallas telephoned Lisa to discuss her repeated requests for the payout from her \$100,000.00 winning.

26. Lisa asked Joshua and Dallas how the review process was going at which time Joshua and Dallas said that they would email Lisa.

27. On November 26, 2020 Lisa received a phone call at 10:00 p.m.

28. Lisa was advised that she would receive a telephone call the following day at 1:00 p.m. from representatives of American Gaming Systems (AGS).

29. The following day Lisa and her husband Frank were on the conference call with AGS and were introduced to five or six other individuals on the line.

30. Joshua and Dallas from Caesars were on the conference call as well as another representative of Caesars and a woman by the name of Amy.

31. There was a man during the conference call that indicated that he was from American Gaming Systems and this gentleman did the majority of the talking.

32. Lisa was asked: "What are you looking to get out of this?"

33. Lisa responded: "The \$100,000.00 that I won."

34. The representative from American Gaming Systems replied that there were three money balls that should have never appeared and that there was an error or glitch in the game.

35. The representative from American Gaming Systems added that Lisa should have been paid \$330.00 which was an increase of \$50.00 from the previously stated \$280.00.

36. The representative from American Gaming Systems added that because Lisa and her husband were “nice people” and waited so long to resolve the matter that AGS would offer the settlement of \$1,000.00 which Lisa rejected.

37. Dallas Holmes is and was the Director of Service Operations for Caesars Interactive Entertainment, Inc.

38. At all times stated herein David Lopez is and was the President and Chief Executive Officer of American Gaming Systems.

39. Lisa had an expectation that those individuals and business entities responsible for providing the platform in order to play Capital Gains would abide by the established rules of said game.

40. Lisa was required to retain the services of attorney Paul R. D’Amato, Esquire of the D’Amato Law Firm because of the Defendants failure to pay the \$100,000.00 grand prize jackpot.

41. Paul R. D’Amato, Esquire faxed a letter dated February 4, 2021 to David L. Rebuck, Director of the New Jersey Division of Gaming Enforcement, a copy of which is attached hereto and made a part hereof as Exhibit B.

42. Plaintiff’s counsel has not received a response to the aforementioned letter.

43. Paul R. D’Amato, Esquire emailed a letter dated March 30, 2021 to Investigator Michael Bianco, a copy of which is attached hereto and made a part hereof as Exhibit C.

44. Investigator Bianco has neither contacted Paul R. D’Amato, Esquire nor Lisa.

45. Plaintiff's counsel sent a letter dated December 30, 2020 to the then Vice President & Chief Counsel of Regional Operations of Caesars Entertainment, a copy of which is attached hereto and made a part hereof as Exhibit D.

46. Attached hereto and made a part hereof as Exhibit E is an explanation of the game known as Capital Gains that is on the website of AGS.

47. In 1976 legalized casino gaming was approved by the citizens of New Jersey as a unique tool to help spur much needed urban redevelopment for Atlantic City.

48. In 1977 the New Jersey Casino Control Act was signed into law making New Jersey the first state since Nevada in 1931 to legalize casino gaming.

49. The New Jersey Casino Control Act declared that the rehabilitation and redevelopment of existing tourist and convention facilities in Atlantic City and the fostering and encouragement of new construction and the replacement of lost convention, tourist, entertainment and cultural centers in Atlantic City would offer a unique opportunity to make maximum use of the natural resources available in Atlantic City for the expansion and encouragement of New Jersey's hospitality industry.

50. The aforesaid legislation created the New Jersey Casino Control Commission.

51. The law enforcement arm of the State of New Jersey became the New Jersey Division of Gaming Enforcement.

52. Regulations were promulgated that had to be abided by those licensees and by those business entities receiving a casino license.

53. An integral and essential element of the regulation and control of Atlantic City casino facilities by the State of New Jersey rested in the public

confidence and trust in the credibility and integrity of the regulatory process and of casino operations.

54. Accordingly the State of New Jersey to further such public confidence and trust extended strict regulation to all persons, locations, practices and associations related to the operations of licensed casino enterprises and all related service industries.

55. The New Jersey Casino Control Act was designed to engender and maintain public confidence and trust in the regulations of licensed enterprises.

56. Paul R. D'Amato, Esquire wrote a letter dated March 17, 2021 to Director David L. Rebeck, a copy of which is attached hereto and made a part hereof as Exhibit F.

57. There was no response from the New Jersey Division of Gaming Enforcement nor David Rebeck to Exhibit F.

58. Paul R. D'Amato, Esquire sent a letter dated March 17, 2020 to David Lopez, President of American Gaming Systems, a copy of which is attached hereto and made apart hereof as Exhibit G.

59. To date there has been no response from AGS nor David Lopez to the aforesaid letter.

60. Attached hereto and made a part hereof as Exhibit H is a letter dated October 11, 2021 to Director David L. Rebeck of the New Jersey Division of Gaming Enforcement from Lisa's attorney.

61. Plaintiff's counsel in response to the letter dated October 11, 2021 to Director Rebeck of the New Jersey Division of Gaming Enforcement received a letter dated October 27, 2021 from a Deputy Attorney General of the Office of the

Attorney General, Department of Law and Public Safety, Division of Gaming Enforcement which is attached hereto and made a part hereof as Exhibit I.

62. Attached to Exhibit I is a letter dated August 27, 2021 from the Deputy Attorney General to Lisa.

63. Prior to Plaintiff's counsel receiving the letter dated October 27, 2021 from the Deputy Attorney General assigned to the Division of Gaming Enforcement neither Plaintiff's counsel or Lisa had been made aware that an investigation was conducted by the New Jersey Division of Gaming Enforcement of AGS, let alone that the Division of Gaming Enforcement had instituted regulatory action against the manufacturer of Capital Gains, namely AGS.

64. The August 27, 2021 letter states in part:

"The investigation also revealed that AGS, the manufacturer of Capital Gains, had discovered and issue/bug within the game which had resulted in a player side display error whereby the Money Charge Symbols from previous bonus rounds were not cleared from the player's screen prior to the current bonus round."

65. To date Lisa and her attorney have no knowledge as to the following:

(a) How long the "bug" had existed in the internet game known as Capital Gains.

(b) Whether the New Jersey Division of Gaming Enforcement conducted its own investigation as to whether the explanation provided by Caesars personnel was accurate.

(c) As to how many other players received the \$100,000 jackpot winning other than Lisa.



(d) The exact nature of the regulatory action that was taken against AGS.

66. Attached hereto and made a part hereof as Exhibit J is a letter dated October 11, 2021 to David Lopez, President of AGS from Lisa's attorney.

67. To date there has been no response to letters to AGS.

68. AGS had entered into a contractual arrangement with Lisa whereby she would bet a sum of money and according to the established rules of Capital Gains she would receive compensation depending on the results of the bet.

69. Defendants breached that contractual arrangement with Lisa by failing to pay the grand prize jackpot of \$100,000.00

WHEREFORE, Plaintiff Lisa Piluso demands judgment against the Defendants for compensatory damages, attorney's fees, interest and cost of suit.

**SECOND COUNT**

70. Plaintiff Lisa Piluso repeats the allegations of the paragraphs of the First Count as if same were set forth at length herein.

71. At all times stated herein AGS was a "merchant" of services which were offered to Lisa Piluso.

72. The failure of AGS to abide by the rules of the game known as Capital Gains and not pay Lisa the \$100,000.00 involved an unconscionable commercial practice, deception, fraud, false pretense, false promise, or misrepresentation in that AGS not only concealed, suppressed or omitted a material fact from Lisa with the intent that Lisa would rely upon same.

73. Alternatively AGS, with no legal justification, decided that it will not pay the \$100,000.00 grand prize to Lisa.

74. As a proximate result of AGS' aforesaid misconduct Lisa incurred an ascertainable loss of money.

75. Lisa was required to retain Paul R. D'Amato, Esquire to provide legal services and bring this action to recover damages and/or equitable relief associated with the aforesaid misconduct.

76. Lisa was in contractual privity with AGS.

77. Lisa performed any and all obligations under this contractual arrangement that were required of her.

78. AGS violated this contractual arrangement by failing to perform obligations, namely paying the \$100,000.00 grand prize.

79. This aforesaid breach was material in nature.

WHEREFORE, Plaintiff Lisa Piluso demands judgment against AGS for:

- (A) Compensatory Damages;
- (B) The remedies provided under any State and/or Federal applicable Statutes, including but not limited to Statutory Treble Damages and the equitable remedies provided for under such Statutes.
- (C) The relief available to defraud a person pursuant to New Jersey Consumer Fraud Act N.J.S.A. 56:8-1.
- (D) Any other applicable consequential, incidental, nominal and expectation damages.
- (E) To the extent permissible by Statutes, the New Jersey Rules of Court, Common Law, lawful interests, Court costs, attorney's fees and such other and further relief as the Court shall deem equitable and just.

**THIRD COUNT**

80. Plaintiff repeats the allegations of the previous Counts as if same were set forth at length herein.

81. Defendant AGS prior to October 2, 2020 had entered in agreements and contracts as to the responsibility of each business entity in offering to the public online gaming with the understanding that AGS owed a fiduciary obligation to those of the participating public to provide a game that would function with no design defects and a game that provided rules that would give the player a fair game of chance.

82. The New Jersey Consumer Fraud Act protects consumers by promoting fair competition in commercial markets for goods and services.

83. To achieve the aforesaid goal the New Jersey Consumer Fraud Act prohibits any person and/or business from using "...unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce."

84. Defendant AGS engaged in an unfair and deceptive conduct which was a proximate cause of Lisa not receiving the \$100,000.00 winning.

WHEREFORE, Plaintiff Lisa Piluso demands judgment against all Defendants for:

- (A) Compensatory Damages;
- (B) The remedies provided under any State and/or Federal applicable Statutes, including but not limited to Statutory Treble Damages and the equitable remedies provided for under such Statutes.

- (C) The relief available to defraud a person pursuant to New Jersey Consumer Fraud Act N.J.S.A. 56:8-1.
- (D) Any other applicable consequential, incidental, nominal and expectation damages.
- (E) To the extent permissible by Statutes, the New Jersey Rules of Court, Common Law, lawful interests, Court costs, attorney's fees and such other and further relief as the Court shall deem equitable and just.

#### **FOURTH COUNT**

85. Plaintiff repeats the allegations in the previous Counts as if same were set forth at length herein.

86. The internet game known as CAPITAL GAINS is a "product" as contemplated by the New Jersey Products Liability Act (N.J.S.A 2A:58C-1 et seq).

87. AGS is a manufacturer and/or seller of CAPITAL GAINS in that AGS designed, formulated, produced, created, made, labeled, and/or constructed the internet game known as CAPITAL GAINS.

88. AGS at all times stated herein held itself out to be the "manufacturer" of the internet game known as CAPITAL GAINS.

89. AGS was at all times stated herein involved in the packaging, labeling, marketing, and maintaining the internet game know as CAPITAL GAINS.

90. Defendant AGS at all times stated herein was involved in placing the product known as CAPITAL GAINS in the stream of commerce.

91. By the failure of the AGS to have paid Lisa the \$100,000.00 grand prize jackpot and by AGS' failure to respond to the inquiries of Lisa's lawyer

Paul R. D'Amato Lisa has experienced and will experience emotional harm and mental anguish.

92. The internet game known as CAPITAL GAINS was not reasonably fit or suitable for its intended purpose because CAPITAL GAINS deviated from the design, specifications, formulae or performance standards of its manufacturer AGS.

93. The internet game known as CAPITAL GAINS was designed in a defective manner.

94. As a result of the manufacturing defect and/or defective design of the internet game known as CAPITAL GAINS Lisa sustained mental anguish and emotional harm.

95. The aforesaid manufacturing defect and/or defective design was a proximate cause of Lisa experiencing and will experience emotional harm and mental anguish.

WHEREFORE, Lisa Piluso demands judgment against the Defendants for compensatory damages, interest, and cost of suit.

#### **FIFTH COUNT**

96. Plaintiff repeats the allegations of the previous Counts as if same were set forth at length herein.

97. Plaintiff was in contractual privity with AGS.

98. Covenants of good faith and fair dealing arise when parties enter contracts such as those at issue in the instant matter and such covenants in fact arose in the instant matter.

99. At all times relevant hereto Plaintiff acted in good faith and yet AGS failed to act in good faith when rendering performance under the contractual

arrangement by all parties and/or by failing to render timely and/or valid and/or effective performance and/or by failing to render full and complete performance and/or by concealing or misrepresenting the respected parties obligations and/or duties under same.

100. AGS' actions as aforesaid are indicative of a lack of good faith and violate the covenants of good faith and fair dealing that arose relative to the transaction involving the Defendants.

101. As a result of Defendants' conduct as previously stated herein Plaintiff suffered damages.

WHEREFORE, Plaintiff Lisa Piluso demands judgment against Defendants for:

- (A) Compensatory Damages.
- (B) The remedies provided under any State and/or Federal applicable Statutes, including but not limited to Statutory Treble Damages and the equitable remedies provided for under such Statutes.
- (C) The relief available to a defrauded person pursuant to New Jersey Consumer Fraud Act N.J.S.A. 56:8-1.
- (D) Any other applicable consequential, incidental, nominal and expectation damages.
- (E) To the extent permissible by Statutes, the New Jersey Rules of Court, Common Law, lawful interests, Court costs, attorney's fees and such other and further relief as the Court shall deem equitable and just.

**JURY DEMAND**

Plaintiff demands a jury trial.

**CERTIFICATION**

PAUL R. D'AMATO, ESQUIRE of full age, certifies:

1. I am a member of the D'Amato Law Firm, P.C. and am entrusted with the preparation and trial of this case.

2. This case is not the subject of any other court action or arbitration proceeding.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By:

  
Paul R. D'Amato, Esquire  
Attorney for Plaintiff  
2900 Fire Road, Suite 200  
Egg Harbor Township, NJ 08234  
[paul@damatolawfirm.com](mailto:paul@damatolawfirm.com)  
(609) 926-3300

DATED: November 11, 2021

**CERTIFICATION OF COMPLIANCE WITH RULE F.R.C.P. 5.2**

I, Paul R. D'Amato, Esquire, certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with F.R.C.P. 5.2

  
Paul R. D'Amato, Esquire

DATED: November 11, 2021

**CERTIFICATION OF COMPLIANCE WITH N.J.S. 56:8-20**

I Paul R. D'Amato, Esquire certify that pursuant to the requirement of the New Jersey Statute 56:8-20 that on the day that the within Complaint has been filed that a filed copy of the Complaint was sent by ordinary mail and Certified Mail, Return Receipt Requested to the Acting Attorney General of the State of New Jersey, Andrew J. Bruck. .

  
Paul R. D'Amato, Esquire

DATED: November 11, 2021