

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

19-2220

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

I. (a) PLAINTIFFS
 ANTHONY MATTIA and WILLIAM VESPE

(b) County of Residence of First Listed Plaintiff PHILADELPHIA
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 LAW OFFICES OF CONRAD J. BENEDETTO
 1615 SOUTH BROAD STREET
 PHILADELPHIA, PA 19148 215-389-1900

DEFENDANTS
 SUGARHOUSE HSP GAMIN, L.P. dba SUGARHOUSE CASINO;
 RUSH STREET GAMIN, LLC; JOHN DOE COMPANIES 1-X and
 JANE DOES 1-X

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) _____

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) _____ 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Brief description of cause:
 CONTRACT BREACH

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

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER **MAY 22 2019**

DATE 05/22/2019 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE **MAY 22 2019**

GEKP

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19 2220

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 2907 S. Franklin Street, Philadelphia, PA and 116 Saddlebrook Ct. Cherry Hill, NJ 08003
 Address of Defendant: 1001 N. Delaware Avenue, Philadelphia, PA 19125
 Place of Accident, Incident or Transaction: 1001 N. Delaware Avenue, Philadelphia, PA 19125

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when Yes is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case is is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 5/22/2019

34666

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

CIVIL: (Place a √ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FEELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases (Please specify): _____

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): _____
- 7. Products Liability
- 8. Products Liability - Asbestos
- 9. All other Diversity Cases (Please specify): negligence/fraud contract breach

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Conrad J. Benedetto, Esquire, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(e) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

MAY 22 2019

DATE: 5/22/2019

34666

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Anthony Mattia
and William
Vespe

v. Sugarhouse HSP
Gaming, LP dba
Sugarhouse Casino;
Rush Street Gaming,
LLC; John Does 1-X
and Jane Does 1-X

CIVIL ACTION

NO. **19 2220**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (x)

5/22/2019

Conrad J. Benedetto, Esquire

Date

Attorney-at-law

Attorney for

Anthony Mattia
and William Vespe

215-389-1900

215-271-8910

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Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02

MAY 22 2019

GEKP

Handwritten signature/initials

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

ANTHONY MATTIA and WILLIAM VESPE

Case No.

Plaintiffs,

Hon.

v.

19 2220

SUGARHOUSE HSP GAMING, L.P. d/b/a
SUGARHOUSE CASINO; RUSH STREET
GAMING, LLC; JOHN DOE COMPANIES I-
X; JOHN DOES I-X; and JANE DOES I-X.

Defendants,

NOW COMES, Plaintiffs, by and through the Undersigned Counsel, and hereby brings this
Complaint against Defendants as follows:

JURISDICTION AND VENUE

1. This diversity action is brought under 28 U.S.C. § 1332. The matter is controversy exceeds \$75,000 and all parties to this action are citizens of different States.
2. This Court has pendant jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367.
3. Venue is proper under 28 U.S.C. § 1391 in that Plaintiffs are residents of the County of Philadelphia, State of Pennsylvania and Defendant Sugarhouse HSP Gaming L.P. d/b/a/ Sugarhouse Casino has its principal business office located in the City of Philadelphia, County of Philadelphia, State of Pennsylvania.

PARTIES

4. Plaintiff, Anthony Mattia is a residents of the City of Philadelphia, County of Philadelphia, State of Pennsylvania.

5. Plaintiff, William Vespe is a residents of the City of Cherry Hill in the County of Camden, in the State of New Jersey.
6. Defendant Sugarhouse HSP Gaming, L.P., d/b/a Sugarhouse Casino (“Sugarhouse”) is a limited partnership organized and existing under the laws of the State of Delaware, and at all times had its business offices located at 1080 North Delaware Avenue, Philadelphia, PA 19125.
7. Sugarhouse is a casino entertainment development located at 1001 N. Delaware Ave., Philadelphia, PA 19125.
8. Defendant Sugarhouse was awarded a casino license on December 20, 2006 by the Pennsylvania Gaming Control Board.
9. Defendant Rush Street Gaming, LLC, (“Rush Street”) located at 900 N. Michigan Ave., Ste. 1600, Chicago, IL 60611, is the parent company of Sugarhouse.
10. Rush Street operates casino slot games and table games at casino properties in various communities including Chicago, IL, Pittsburgh, PA, Schenectady, NY, and Philadelphia, PA.
11. Plaintiff, Anthony Mattia, (Mattia), a frequent wagering customer at Sugarhouse, is a Rush Rewards and Patron Account Member, account number 5610051876. From May 2017 to January 1, 2018, Plaintiff suffered wagering losses in the amount of \$147,026.18 at Sugarhouse.
12. Plaintiff, William Vespe, (Vespe), a frequent wagering customer at Sugarhouse, is a Rush Rewards and Patron Account Member, account number 5610162870. From May 2017 to January 1, 2018, Plaintiff suffered wagering losses in the amount of \$103,844.00 at Sugarhouse.

BACKGROUND

13. On July 26, 2018, the Pennsylvania Gaming Control Board penalized Sugarhouse Casino with a fine of \$100,000 for dealing cards to patrons using “illegitimate” decks, or with malfunctioning automatic shufflers, over a period of time from May 2017 to January 2018.
14. In hearings before the Pennsylvania Gaming Control Board, Bureau of Casino Compliance, Sugarhouse admitted that in a series of occurrence, employees failed to properly address warning lights on automated shufflers used at the blackjack, poker, and mini-baccarat tables in seven incidents between May 2017 and January 2018.
15. Plaintiffs Mattia and Vespe were guests at Sugarhouse on various occasions during this period of time.
16. Specifically, table dealers used decks of cards that contained too many cards, too few cards, or in one poker tournament, cards sorted into sequential order, rather than randomly shuffled.
17. As a result of these occurrences, two casino supervisors were terminated, but one was reinstated.
18. By way of example, in May 28, 2017, a casino employee found 16 cards remaining in an automatic shuffler that had been removed from service.
19. When investigators retraced the cards, they found that the cards were missing from six decks that were used in 46 rounds of blackjack the previous day, involving 122 individual hands.
20. On that date, only one out eight players who were dealt hands from the short deck won.

21. Sugarhouse personnel did not provide the players with any form of reimbursement.
22. On September 3, 2017, a card shuffler malfunctioned on a blackjack table.
23. On September 23, 2017, during a poker tournament, a dealer mistakenly set the automatic shuffler not to randomly shuffle the cards, but to sort them by suit in sequence.
24. The dealer dealt sixteen poker hands before noticing the cards were suited and in sequential order.
25. Once again, Sugarhouse did not provide the players with any form of reimbursement on either occasion.
26. Similarly, based on events from December 9, 2017, January 22, 2018 and January 24, 2018, Sugarhouse admitted to additional infractions including illegitimate decks and/or malfunctioning shufflers.
27. As a result of these infractions, Sugarhouse entered into a consent agreement with the Pennsylvania Gaming Control Board, Bureau of Casino Compliance, on July 26, 2018 and agreed to pay fines in the amount of \$87,500.00.
28. A separate violation within this time frame involved Sugarhouse dealers deploying decks containing too many cards in a game of Spanish 21, a blackjack game in which 10s were normally removed from play.
29. Casino employees noticed that the 10s had not been removed from several decks only after 27 hands had been dealt, including 18 hands that contained 10s.
30. Based on those events, Sugarhouse once again entered into a consent agreement with the Pennsylvania Gaming Control Board, Bureau of Casino Compliance, and agreed to pay fines in the amount of \$12,500.

FIRST CLAIM FOR RELIEF

**NEGLIGENCE
DEFENDANTS SUGARHOUSE AND RUSH STREET**

31. Plaintiffs Mattia and Vespe, repeat the allegations contained in paragraphs 1 through 29 of the Complaint as if fully set forth herein.
32. Defendants had a duty to exercise reasonable care, skill and diligence, in operating table games at Sugarhouse for its customers/patrons and to make sure that its card decks were properly stocked, sorted and/or counted and that its card shufflers were properly functioning.
33. On numerous occasions, Defendant breached this duty by supplying its table games with illegitimate decks, i.e., decks that had either too many cards, too few cards, or containing certain playing cards that did not belong with the decks in certain games, or tables with malfunctioning card sorters.
34. Plaintiffs Mattia and Vespe, were patrons of Sugarhouse from May 2017 to January 1, 2018, the period during which Sugarhouse admitted to various violations under a consent agreement with the Pennsylvania Gaming Control Board, dated July 26, 2018.
35. As a result of Defendant's conduct, Plaintiffs Mattia and Vespe have been damaged and have sustained damages.

WHEREFORE, the Plaintiffs Mattia and Vespe are entitled to damages, both compensatory and punitive, costs of suit, and attorney's fees.

SECOND CLAIM FOR RELIEF

**BREACH OF CONTRACT
DEFENDANTS SUGARHOUSE AND RUSH STREET**

36. Plaintiffs Mattia and Vespe, repeat the allegations set forth in Paragraphs 1 through 34 of the Complaint as if set forth fully herein.
37. As paying patrons of Sugarhouse, there was an implied contract between Defendants and their customers of fair play, and for Defendants to provide an honest wagering environment to their customers at the casino.
38. Nevertheless, among other actions, Defendants supplied the table games, including those participated in by Plaintiffs, Mattia and Vespe, with illegitimate decks, i.e., decks that had either too many cards, too few cards, or the improper denomination of cards included in the game, and/or malfunctioning card sorters.
39. By providing illegitimate decks and/or malfunctioning card sorters, the Defendants breached their duty of providing Plaintiffs, Mattia and Vespe and other patrons of Sugarhouse with both a fair wagering environment and a level playing field for wagering.
40. As a result of Defendants failing to provide Plaintiffs, Mattia and Vespe and other patrons with a level/fair playing field, Plaintiffs, Mattia and Vespe were damaged and suffered significant monetary losses.

WHEREFORE, Plaintiffs Mattia and Vespe, are entitled to damages against Defendants, both punitive and compensatory, costs of suit, and attorney's fees.

THIRD CLAIM FOR RELIEF

**UNJUST ENRICHEMENT
DEFENDANTS SUGARHOUSE AND RUSH STREET**

41. Plaintiffs Mattia and Vespe repeats the allegations set forth in Paragraph 1 through 39 of the Complaint as if fully set forth herein.
42. As a result of the conduct described above, Defendants Sugarhouse and Rush Street have been unjustly enriched at the expense of Plaintiffs Mattia and Vespe.
43. Defendants Sugarhouse and Rush Street should be required to disgorge all monies and gains which they have obtained at the expense of Plaintiffs Mattia and Vespe for the period from May 2017 through January 2018.

WHEREFORE, Plaintiffs Mattia and Vespe are entitled to damages against Defendants, both punitive and compensatory, costs of suit, and attorney's fees.

FOURTH CLAIM FOR RELIEF

**BREACH OF GOOD FAITH AND FAIR DEALING
DEFENDANTS SUGARHOUSE AND RUSH STREET**

44. Plaintiffs Mattia and Vespe repeat the allegations set forth in Paragraphs 1 through 42 of the Complaint as if set forth fully herein.
45. Defendants in operating a casino had a duty to treat Plaintiffs Mattia and Vespe and other patrons fairly and had a duty of good faith and fair dealing towards them.
46. Nevertheless, among other actions, Defendants supplied the table games, including those participated in by Plaintiffs Mattia and Vespe, with illegitimate decks, i.e., decks that had

either too many cards, too few cards, or the improper denomination of cards included in the game, and/or malfunctioning card sorters.

47. In providing illegitimate decks and/or non-functioning sorters, Defendants failed to act in good faith and deal fairly with their customers.

48. Plaintiffs Mattia and Vespe have been damaged, specifically in the form of significant monetary damages, when Defendants acting in bad faith and not dealing fairly with them.

WHEREFORE, Plaintiffs Mattia and Vespe are entitled to damages against Defendants, both punitive and compensatory, costs of suit, and attorney's fees.

FIFTH CLAIM FOR RELIEF

FRAUD ALL DEFENDANTS

49. Plaintiffs Mattia and Vespe repeat the allegations set forth in Paragraphs 1 through 47 of the Complaint as if set forth fully herein.

50. Defendants represented to the public that in operating the Sugarhouse casino under the Pennsylvania Gaming Control Act, Defendants supplied Plaintiffs Mattia and Vespe and other patrons with an honest and fair wagering environment.

51. Defendants continued to take wages, despite knowledge of illegitimate decks and/or malfunctioning card sorters.

52. In fact, Plaintiffs Mattia and Vespe relied on Defendants' false representation when they placed wagering bets at Sugarhouse on numerous occasions between the period from May 2017 to January 1, 2018.

53. Defendants failed to provide Plaintiffs Mattia and Vespe with an honest and fair wagering environment at Sugarhouse when they supplied the table games, including those participated in by Plaintiffs, with illegitimate decks, i.e., decks that had either too many

cards, too few cards, or the improper denomination of cards included in the game, and/or malfunctioning card sorters.

54. As a result of the Defendants conduct, Plaintiffs Mattia and Vespe has been damaged and have suffered significant monetary losses.

WHEREFORE, Plaintiffs Mattia and Vespe are entitled to damages against Defendants, both punitive and compensatory, costs of suit, and attorney's fees.

SIXTH CLAIM FOR RELIEF

**CONSPIRACY TO COMMIT FRAUD
ALL DEFENDANTS**

55. Plaintiffs Mattia and Vespe repeat the allegations set forth in Paragraphs 1 through 53 of the Complaint as if set forth fully herein.

56. Defendants Sugarhouse, Rush Street, John Doe Companies I-X, John Does I-X, and Jane Does I-X, acted together and conspired to mislead the public that in operating the Sugarhouse casino under the Pennsylvania Gaming Control Act, Defendants supplied Plaintiffs Mattia and Vespe and other patrons with an honest and fair wagering environment.

57. Defendants continued to take wagers, despite knowledge of illegitimate decks and/or malfunctioning card sorters.

58. In fact, Plaintiffs Mattia and Vespe relied on Defendants' false representation when they placed wagering bets at Sugarhouse on numerous occasions between the period from May 2017 to January 1, 2018.

59. Defendants failed to provide Plaintiffs Mattia and Vespe with an honest and fair wagering environment at Sugarhouse when they supplied the table games, including those participated in by Plaintiffs, with illegitimate decks, i.e., decks that had either too many

cards, too few cards, or the improper denomination of cards included in the game, and/or malfunctioning card sorters.

60. As a result of the Defendants conduct, Plaintiffs Mattia and Vespe have been damaged and have suffered significant monetary losses.

WHEREFORE, Plaintiffs Mattia and Vespe are entitled to damages against Defendants, both punitive and compensatory, costs of suit, and attorney's fees.

JURY DEMAND

The Plaintiff demands trial by jury.

LAW OFFICES OF CONRAD J. BENEDETTO

/s/ Conrad J. Benedetto

Conrad J. Benedetto, Esquire
Attorney for Defendant ANTHONY MATTIA
and WILLIAM VESPE

OPTIMUM LAW GROUP

/s/ Steven Feinstein, Esquire

Steven Feinstein, Esquire
Attorney for Defendants ANTHONY MATTIA
and WILLIAM VESPE