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July 21, 2016

VIA ECF

Hon. John Michael Vazquez, U.S.D.J.
Court Room 3
US Post Office and Courthouse
Federal Square
Newark, NJ 07102

**Re: Ravi Motwani et al. v. Marina District Development Company, LLC, et al.
Civil Action No. 2:15-cv-2069**

Dear Judge Vazquez:

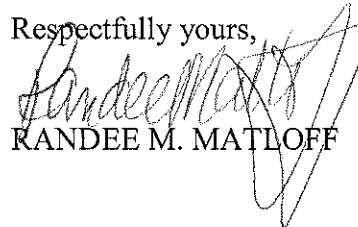
The undersigned represents Plaintiff, Ravi Motwani and the putative class in the above referenced matter. Annexed to this letter we submit the fully executed Amended Settlement Agreement with the revised Preliminary Approval Order annexed as Exhibit 1 and the revised Class Notice annexed as Exhibit 2.

We join in the letter brief submitted by Mr. Michie on behalf of Defendant, Marina District Development Corporation, LLC d/b/a Borgata Hotel Casino and Spa (the "Borgata"). In that letter brief, he explains the basis for the amendment to the Settlement Agreement, the nature of the relief available to Subclass A and Subclass B, and the equivalency and value to the Settlement Class of both types of relief.

The relief available to Subclass A is the relief that was originally negotiated at arm's length by counsel for both parties. The need for Subclass B only became apparent after Defendant commenced gathering the information needed to disseminate the Class Notice. It was at this point that we notified the Court of the issue and commenced negotiations to find an alternative form of relief that would provide a benefit for that small fraction of Class Members that are not able to avail themselves of the benefits originally negotiated. Consequently, Class Counsel did not simultaneously engage in negotiations on behalf of both Subclasses and there is no conflict in representing both Subclasses. Moreover, no other aspect of the settlement is changing, include the quantum of attorney's fees and expenses that will be sought as part of the final approval process.

For all of these reasons, and the reasons stated in our original preliminary approval motion filed on March 24, 2016, including the Brief and Certification of Bruce Nagel, Esq., D.E. 37-1 through D.E. 37-2 through 4, we submit that the Amended Settlement Agreement is fair and reasonable, satisfies all of the elements of Rule 23, and should be approved by this Court.

Respectfully yours,



Handwritten signature of Randee M. Matloff in black ink, appearing as a stylized cursive script.

RANDEE M. MATLOFF

cc: All Counsel of Record (VIA Email)