

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MANASA THIMMEGOWDA, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

BIG FISH GAMES, INC., a Washington
corporation; ARISTOCRAT TECHNOLOGIES
INC., a Nevada corporation; ARISTOCRAT
LEISURE LIMITED, an Australian corporation;
and CHURCHILL DOWNS INCORPORATED,
a Kentucky corporation,

Defendants.

NO.

CLASS ACTION COMPLAINT

JURY DEMAND

Plaintiff Manasa Thimmegowda brings this case, individually and on behalf of all others similarly situated, against Defendants, Big Fish Games, Inc. (“Big Fish”), Aristocrat Technologies Inc. and Aristocrat Leisure Limited (“Aristocrat”), and Churchill Downs Incorporated (“Churchill Downs”) (collectively, “Defendants”) to enjoin and obtain redress for Defendants’ operation of illegal online casino games. Plaintiff alleges as follows:

I. NATURE OF THE ACTION

1. Defendants are the current owners and operators of “Big Fish Casino” as well as other similar internet casino games that compete in the so-called “social casino” market.

1 2. The Ninth Circuit recently held that Big Fish Casino “constitutes illegal
2 gambling under Washington law.” *Kater v. Churchill Downs Inc.*, 886 F.3d 784, 785 (9th Cir.
3 2018).

4 3. Insofar as the *Kater* case seeks relief from Big Fish Casino’s *prior* owner and
5 operator, on behalf of individuals who began playing Big Fish Casino before a certain date, this
6 case—which additionally seeks redress from the *current* ownership and operation, and does so
7 on behalf of individuals that began playing Big Fish Casino and other similar games after that
8 certain date—is essentially a companion case that fills in any gaps left by *Kater*.

9 4. Through “Big Fish Casino” and other similar internet casinos, Defendants offer
10 a multitude of electronic slot machine and other internet casino games to consumers.
11 Consumers play Big Fish Casino and Defendants’ other casino games on Apple iOS devices,
12 Android Devices, and Facebook.

13 5. Defendants provide a bundle of free “chips” to first-time visitors of their online
14 casinos that can be used to wager on their games. After consumers inevitably lose their initial
15 allotment of chips, Defendants attempt to sell them additional chips. Without additional chips,
16 consumers cannot play Defendants’ gambling games.

17 6. Freshly topped off with additional chips, consumers wager to win more chips.
18 The chips won by consumers playing Defendants’ games of chance are identical to the chips
19 that it sells. Thus, by wagering chips that consumers purchase, consumers have the chance to
20 win additional chips that they would otherwise have to purchase.

21 7. By operating Big Fish Casino and other similar online gambling games,
22 Defendants have violated Washington law and illegally profited from tens of thousands of
23 consumers. Accordingly, Plaintiff, on behalf of herself and a Class of similarly situated

1 individuals, brings this lawsuit to recover her losses and to obtain other appropriate relief.

2 **II. PARTIES**

3 8. Plaintiff Manasa Thimmegowda is a natural person who is domiciled in the state
4 of Florida.

5 9. Defendant Big Fish Games, Inc., is a corporation organized and existing under
6 the laws of Washington, with its principal place of business at 906 Alaskan Way, Suite 700,
7 Seattle Washington 98104. Big Fish Games, Inc. conducts business throughout this District,
8 Washington State, and the United States.

9 10. Defendant Aristocrat Technologies, Inc., is a corporation organized and existing
10 under the laws of Nevada, with its principal place of business at 7230 Amigo Street Las Vegas,
11 NV 89119 United States. Aristocrat Technologies, Inc. conducts business throughout this
12 District, Washington State, and the United States.

13 11. Defendant Aristocrat Leisure Limited is a corporation organized and existing
14 under the laws of Australia, with its principal place of business at Building A, Pinnacle Office
15 Park, 85 Epping Road, North Ryde NSW 3113, Australia. Aristocrat conducts business
16 throughout this District, Washington State, and the United States.

17 12. Defendant Churchill Downs Incorporated is a corporation incorporated under
18 the laws of the state of Kentucky with a principal place of business at 600 N. Hurstbourne
19 Parkway Suite 400 Louisville, KY 40222. Churchill Downs has conducted business throughout
20 this District, Washington State, and the United States.

21 **III. JURISDICTION AND VENUE**

22 13. Federal subject-matter jurisdiction exists under 28 U.S.C. § 1332(d)(2) because
23 (a) at least one member of the Class is a citizen of a state different from Defendants, (b) the

1 amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (c) none of the
2 exceptions under that subsection apply to this action.

3 14. The Court has personal jurisdiction over Defendants because Defendants
4 conduct significant business transactions in this District, and because the wrongful conduct
5 occurred in and emanated from this District.

6 15. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial
7 part of the events giving rise to Plaintiff's claims occurred in this District.

8 IV. FACTUAL ALLEGATIONS

9 A. Free-to-Play and the New Era of Online Gambling

10 16. The proliferation of internet-connected mobile devices has led to the growth of
11 what are known in the industry as "free-to-play" videogames. The term is a misnomer. It refers
12 to a model by which the initial download of the game is free, but companies reap huge profits
13 by selling thousands of "in-app" items that start at \$0.99 but can quickly escalate to hundreds
14 or even thousands of dollars.

15 17. The in-app purchase model has become particularly attractive to developers of
16 games of chance (*e.g.*, poker, blackjack, and slot machine mobile videogames, amongst others),
17 because it allows them to generate huge profits. In 2017, free-to-play games of chance
18 generated over \$3.8 billion in worldwide revenue, and they are expected to grow by ten percent
19 annually.¹ Even "large land-based casino operators are looking at this new space" for "a
20 healthy growth potential."²

21 ¹ GGRAsia – Social casino games 2017 revenue to rise 7pct plus says report,
22 <http://www.ggrasia.com/social-casino-games-2017-revenue-to-rise-7pct-plus-says-report/> (last visited February
23 11, 2019)

² *Report confirms that social casino games have hit the jackpot with \$1.6B in revenue* | GamesBeat,
<https://venturebeat.com/2012/09/11/report-confirms-that-social-casino-games-have-hit-the-jackpot-with-1-6b-in-revenue/> (last visited February 11, 2019)

18. With games of chance that employ the in-game purchase strategy, developers have begun exploiting the same psychological triggers as casino operators. As one respected videogame publication put it:

“If you hand someone a closed box full of promised goodies, many will happily pay you for the crowbar to crack it open. The tremendous power of small random packs of goodies has long been known to the creators of physical collectible card games and companies that made football stickers a decade ago. For some ... the allure of a closed box full of goodies is too powerful to resist. Whatever the worth of the randomised [sic] prizes inside, the offer of a free chest and the option to buy a key will make a small fortune out of these personalities. For those that like to gamble, these crates often offer a small chance of an ultra-rare item.”³

19. Another stated:

“Games may influence ‘feelings of pleasure and reward,’ but this is an addiction to the games themselves; micro-transactions play to a different kind of addiction that has existed long before video games existed, more specifically, an addiction similar to that which you could develop in casinos and betting shops.”⁴

20. The comparison to casinos doesn’t end there. Just as with casino operators, mobile game developers rely on a small portion of their players to provide the majority of their profits. These “whales,” as they’re known in casino parlance, account for just “0.15% of players” but provide “over 50% of mobile game revenue.”⁵

21. Game Informer, another respected videogame magazine, reported on the rise (and danger) of micro-transactions in mobile games and concluded:

“[M]any new mobile and social titles target small, susceptible populations for large percentages of their revenue. If ninety-five people all play a [free-to-play] game without spending money, but five people each pour \$100 or more in to obtain virtual currency, the designer can break even. These five individuals are what the industry calls whales, and we tend not to be too concerned with how

³ PC Gamer, *Microtransactions: the good, the bad and the ugly*, <http://www.pcgamer.com/microtransactions-the-good-the-bad-and-the-ugly/> (last visited Feb. 11, 2019).

⁴ The Badger, *Are micro-transactions ruining video games?* | *The Badger*, <http://thebadgeronline.com/2014/11/micro-transactions-ruining-video-games/> (last visited Feb. 11, 2019).

⁵ *Id.* (emphasis added).

1 they're being used in the equation. While the scale and potential financial ruin is
2 of a different magnitude, a similar profitability model governs casino
gambling.”⁶

3 22. Academics have also studied the socioeconomic effect games that rely on in-app
4 purchases have on consumers. In one study, the authors compiled several sources analyzing so-
5 called free-to-play games of chance (called “casino” games below) and stated that:

6 “[Researchers] found that [free-to-play] casino gamers share many similar
7 sociodemographic characteristics (e.g., employment, education, income) with
8 online gamblers. Given these similarities, it is perhaps not surprising that a strong
9 predictor of online gambling is engagement in [free-to-play] casino games.
Putting a dark line under these findings, over half (58.3%) of disordered gamblers
who were seeking treatment stated that social casino games were their first
experiences with gambling.”

10 ...

11 “According to [another study], the purchase of virtual credits or virtual items
12 makes the activity of [free-to-play] casino gaming more similar to gambling.
13 Thus, micro-transactions may be a crucial predictor in the migration to online
14 gambling, as these players have now crossed a line by paying to engage in these
15 activities. Although, [sic] only 1–5% of [free-to-play] casino gamers make
16 micro-transactions, those who purchase virtual credits spend an average of \$78.
Despite the limited numbers of social casino gamers purchasing virtual credits,
revenues from micro-transactions account for 60 % of all [free-to-play] casino
gaming revenue. Thus, a significant amount of revenue is based on players’
desire to purchase virtual credits above and beyond what is provided to the
player in seed credits.”⁷

17 23. The same authors looked at the link between playing free-to-play games of
18 chance and gambling in casinos. They stated that “prior research indicated that winning large
19 sums of virtual credits on social casino gaming sites was a key reason for [consumers’]

20 ⁶ Game Informer, *How Microtransactions Are Bad For Gaming - Features* - www.GameInformer.com,
21 [http://www.gameinformer.com/b/features/archive/2012/09/12/how-microtransactions-are-bad-for-](http://www.gameinformer.com/b/features/archive/2012/09/12/how-microtransactions-are-bad-for-gaming.aspx?CommentPosted=true&PageIndex=3)
gaming.aspx?CommentPosted=true&PageIndex=3 (last visited February 11, 2019)

22 ⁷ Hyoun S. Kim, Michael J. A. Wohl, *et al.*, *Do Social Casino Gamers Migrate to Online Gambling? An*
23 *Assessment of Migration Rate and Potential Predictors*, Journal of gambling studies / co-sponsored by the
National Council on Problem Gambling and Institute for the Study of Gambling and Commercial Gaming (Nov.
14, 2014), available at <http://link.springer.com/content/pdf/10.1007%2Fs10899-014-9511-0.pdf> (citations
omitted).

1 migration to online gambling,” yet the largest predictor that a consumer will transition to online
 2 gambling was “micro-transaction engagement.” In fact, “the odds of migration to online
 3 gambling were approximately *eight times greater* among people who made micro-transactions
 4 on [free-to-play] casino games compared to [free-to-play] casino gamers who did not make
 5 micro-transactions.”⁸

6 24. The similarity between micro-transaction based games of chance and games of
 7 chance found in casinos has caused governments across the world to intervene to limit their
 8 availability.⁹ Unfortunately, such games have eluded regulation in the United States. As a
 9 result, and as described below, Defendants’ online gambling games have thrived and thousands
 10 of consumers have spent millions of dollars unwittingly playing Defendants’ unlawful games of
 11 chance.

12 **B. A Brief Introduction to Big Fish and Aristocrat**

13 25. Big Fish is a developer of slot machine-based “Social Casino” games. Its
 14 marquee product is Big Fish Casino. On information and belief, Big Fish Casino drives annual
 15 revenues in excess of \$100 million, and Big Fish’s overall “social casino” portfolio drives
 16 annual revenues in excess of \$200 million.

17 26. Big Fish and its founders have reaped substantial profits through a series of
 18 mergers and acquisitions by some of the largest gambling companies in the world.

19 27. For example, in 2014, Churchill Downs, Inc.—of Kentucky Derby fame—

20 ⁸ *Id.* (emphasis added).

21 ⁹ In late August 2014, South Korea began regulating “social gambling” games, including games similar to
 22 Defendants’, by “ban[ning] all financial transactions directed” to the games. PokerNews.com, *Korea Shuts Down*
 23 *All Facebook Games In Attempt To Regulate Social Gambling* | *PokerNews*,
<https://www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm> (last visited Feb. 11,
 2019). Similarly, “the Maltese Lotteries and Gambling Authority (LGA) invited the national Parliament to regulate
 all digital games with prizes by the end of 2014.” *Id.*

1 purchased Big Fish for approximately \$885 million.¹⁰

2 28. Defendant Aristocrat Leisure is a multinational corporation that primarily
3 manufacture slot machines. It is headquartered in Australia but has employees in 103 different
4 countries.

5 29. In 2018, Aristocrat purchased Big Fish from Churchill Downs for approximately
6 \$990 million.¹¹

7 **C. Consumers Do Not Consent To Any Terms Of Service Before Playing Big Fish**

8 30. Consumers can play Big Fish Casino and its various slot machines and casino
9 games—as well as Defendants’ other social casino games—by downloading Big Fish’s app on
10 an Apple iOS device, on an Android device, or by playing the online casino games on
11 Facebook.

12 **1. Mobile App Users**

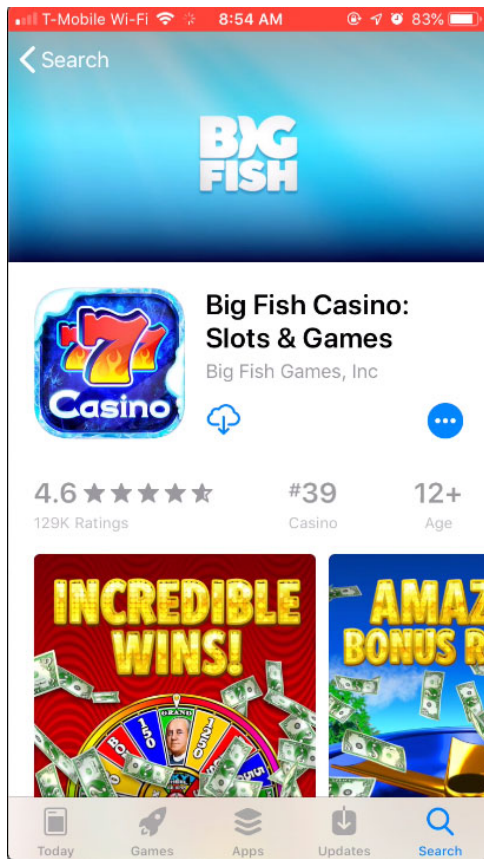
13 31. As is—for whatever reason—standard practice in the “Social Casino” industry,
14 consumers who download the Big Fish Casino app and then purchase chips on their mobile
15 devices are neither required to create an account with Big Fish nor asked to agree to or consent
16 to any terms of service before playing Big Fish games.

17 32. For example, Apple iOS users navigate to the App Store to download the Big
18 Fish Casino mobile app. They are never presented with terms of any kind before downloading
19 the app. *See Figure 1.*

20
21 ¹⁰ *Big Fish Games to be acquired for \$885 million by racetrack operator Churchill Downs* – GeekWire,
<http://www.geekwire.com/2014/churchill-downs-acquires-big-fish/> (last visited Feb. 11, 2019).

22 ¹¹ *Churchill Downs Incorporated Announces Closing of the Sale of Big Fish Games, Inc. to Aristocrat*
23 *Technologies, Inc. for US\$990 million*, Churchill Downs, Inc., <https://globenewswire.com/news-release/2018/01/09/1286371/0/en/Churchill-Downs-Incorporated-Announces-Closing-of-the-Sale-of-Big-Fish-Games-Inc-to-Aristocrat-Technologies-Inc-for-US-990-million.html> (last visited Feb. 11, 2019).

(Figure 1.)



(Figure 2.)



33. When a consumer launches the Big Fish mobile app, they are first presented with a loading screen while the player connects to Big Fish's servers. *See Figure 2.*

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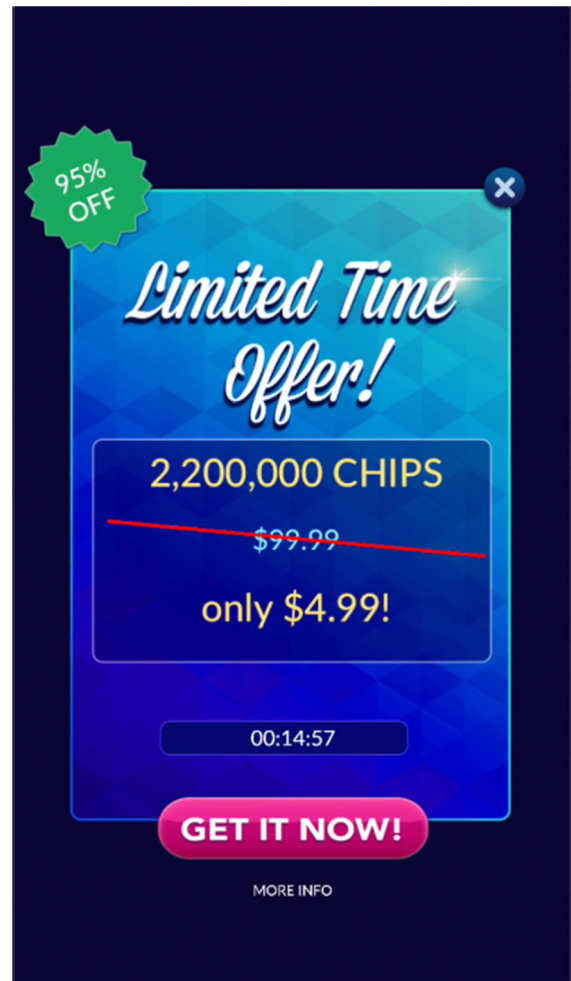
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(Figure 3.)



(Figure 4.)



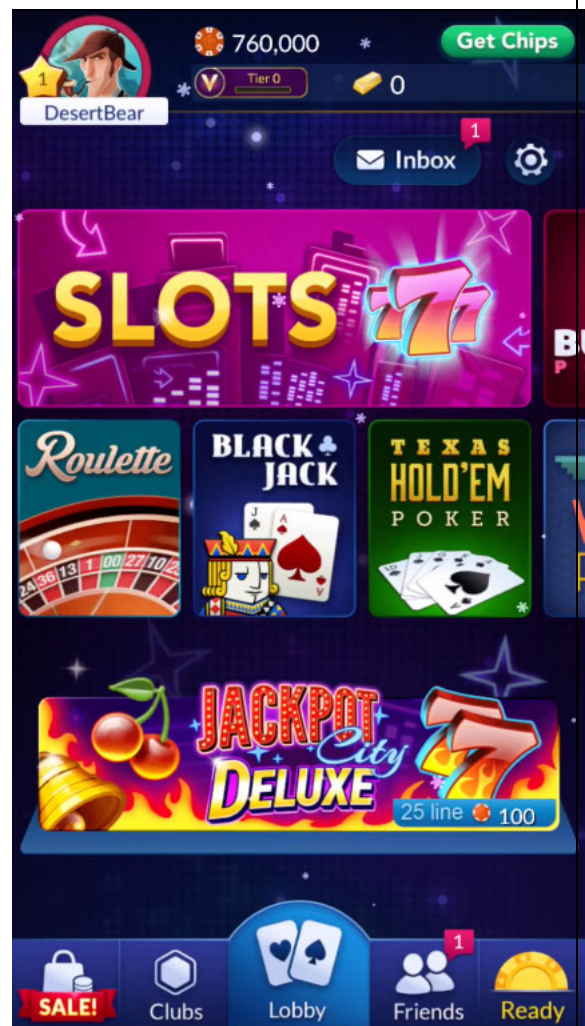
34. Big Fish first offers consumers an allotment of free chips through one “Daily Spin” and a “Return Bonus,” as shown in Figure 3. Then, Big Fish presents consumers with various offers to purchase chips with real money at a discount. (Figures 4-5). As shown in Figure 4 above, Big Fish announces a “Limited Time Offer!” for “95% Off” a 2,200,000 chip package for “only \$4.99.”

35. Consumers can either accept Big Fish’s offers to purchase discounted chips or they can dismiss these offers and play Big Fish’s casino games, as shown in Figure 6.

(Figure 5.)



(Figure 6.)



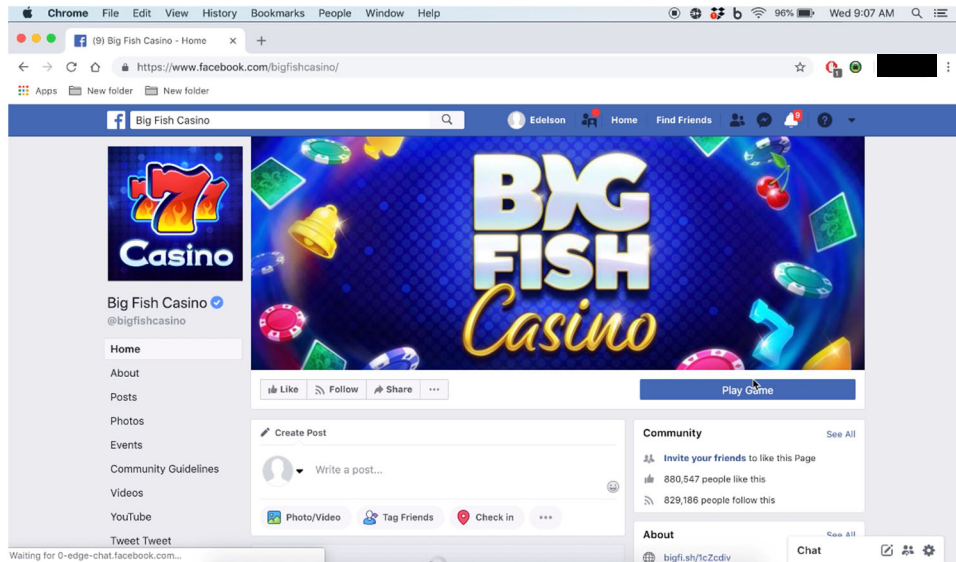
36. Consumers are never asked to consent to Big Fish's terms before playing these games or before paying real money for Defendants' virtual casino chips.

2. Facebook Users

37. Consumers can also play Big Fish's casino games via Facebook. Like with Big Fish's mobile version, and consistent with the rest of the "social casino industry," Facebook-based Big Fish Casino players are neither required to create an account with Big Fish to play its

various casino games or to purchase chips, nor are they asked to consent to Big Fish's terms.

38. Consumers first login to their Facebook account and upon searching for and clicking to play Big Fish Casino are redirected to Big Fish's games without ever having been presented with any terms of service. *See Figures 7-8.*

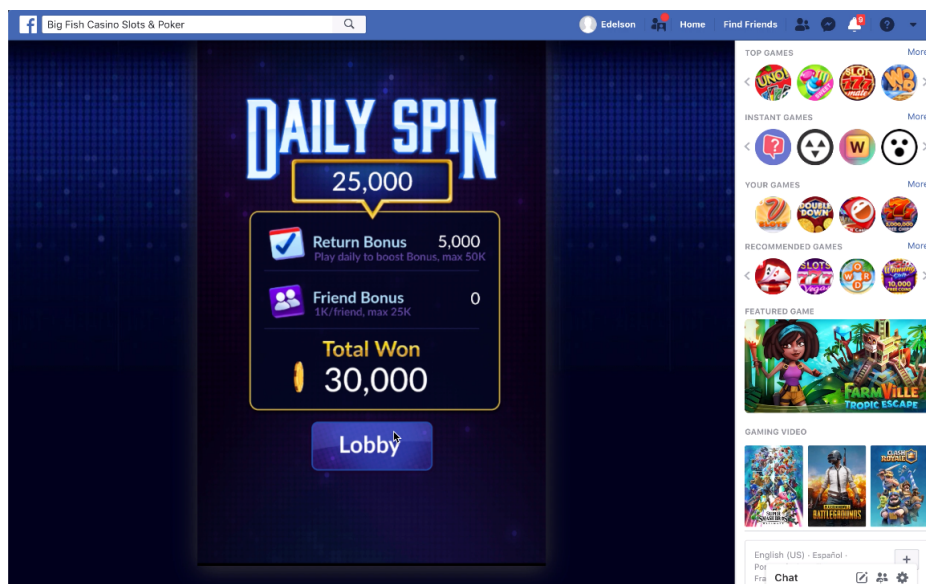


(Figure 7, partially redacted for privacy)



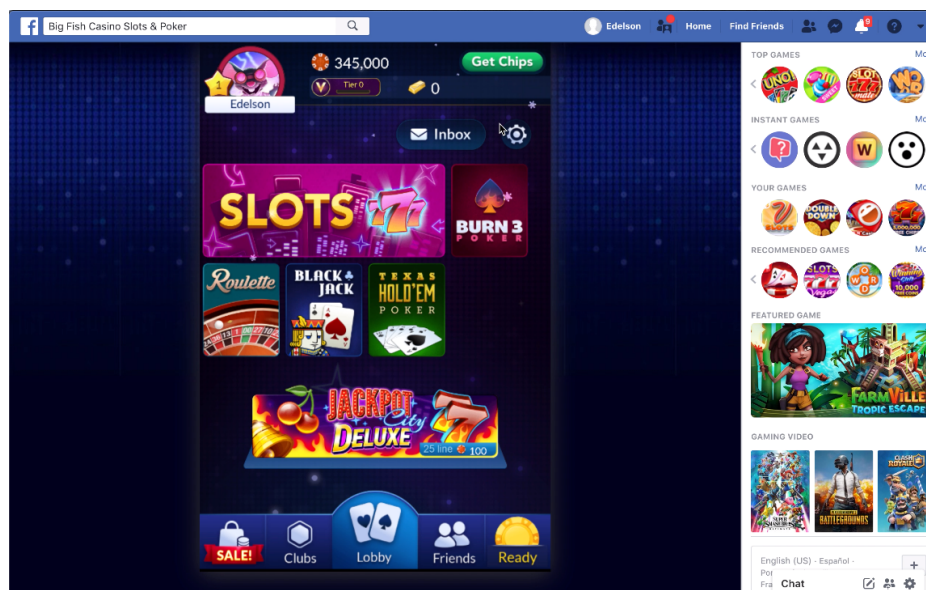
(Figure 8, partially redacted for privacy)

39. Once the consumer connects to Big Fish's game servers, Big Fish offers an allotment of free chips through a "Return Bonus" and one "Daily Spin." See Figure 9.



(Figure 9, partially redacted for privacy)

40. Finally, the consumer can play Big Fish's casino games by selecting one of its many slot machines. See Figure 10.



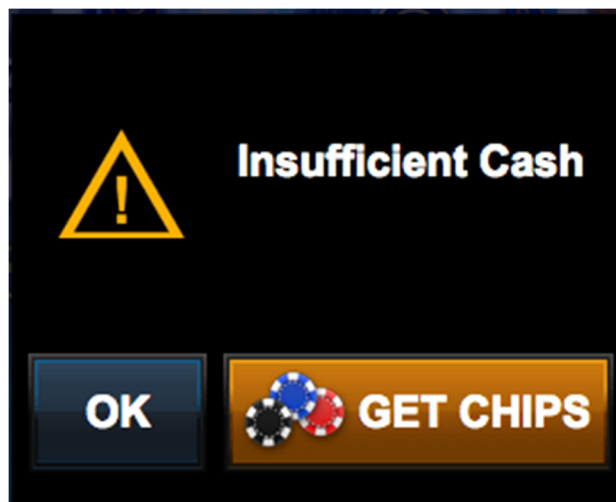
(Figure 10, partially redacted for privacy)

41. Consumers are never asked to consent to Big Fish's terms before playing these games or before paying real money for Defendants' virtual casino chips.

D. Defendants' Online Casinos Contains Unlawful Games of Chance

42. Consumers visiting Defendants' online casinos for the first time are awarded free chips. These free sample chips offer a taste of gambling and are designed to encourage players to get hooked and buy more chips for real money.

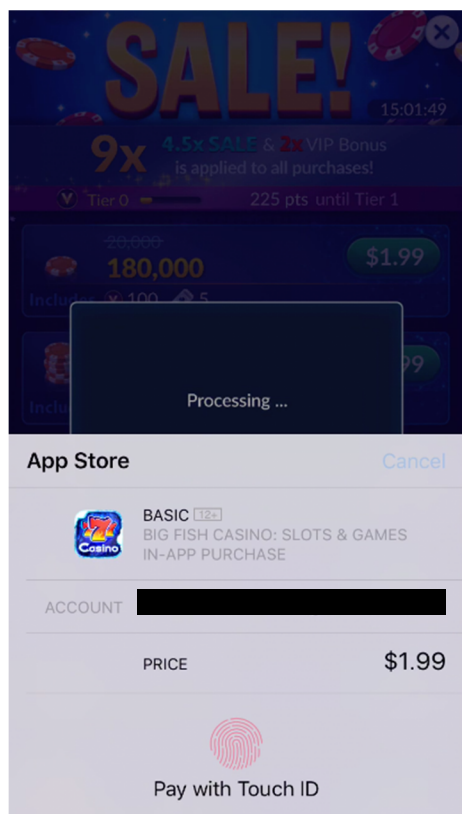
43. After they begin playing, consumers quickly lose their initial allotment of chips. Immediately thereafter, Big Fish informs them via a "pop up" screen that they have "Insufficient Cash" to place a wager, which prevents them from additional play. *See Figure 11.*



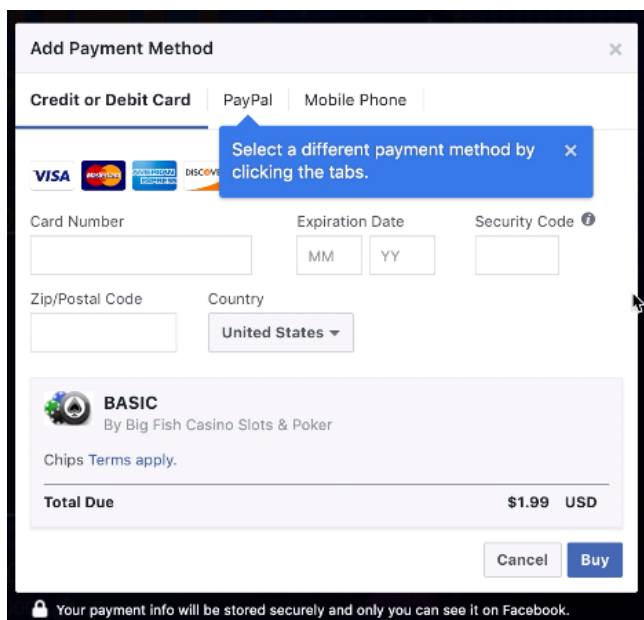
(**Figure 11**, showing Big Fish's mobile application.)

44. Concurrently with that warning, Big Fish provides a link to consumers, telling them to "GET CHIPS" at the electronic store where the price for chips ranges from prices of \$1 to at least \$999.99. Big Fish's offer to purchase chips with real money is substantially the same on its mobile app and on Facebook. Once players run out of their allotment of free chips, they cannot continue to play the game without buying more chips for real money.

45. Even during the check-out process when consumers purchase chips with real money, Big Fish does not show consumers its Terms. *See* Figures 12-13.



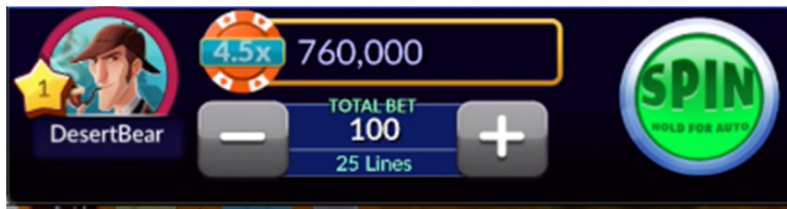
(**Figure 12**, the chip purchase page on iOS, partially redacted for privacy.)



(**Figure 13**, showing the chip purchase page on Facebook.)

46. When purchasing chips via Facebook, the consumer is presented with a link only to Facebook's terms, in Facebook's capacity as the transaction processor. The consumer is not presented with terms for Big Fish Casino or Big Fish Games.

47. To begin wagering, players select the "BET" that will be used for a spin, as illustrated in Figure 14, which shows one of Defendants' slot machine games in Big Fish Casino. Big Fish allows players to increase or decrease the amount he or she can wager and ultimately win (or lose).



(**Figure 14.**)

48. Once a consumer spins the slot machine by pressing the "SPIN" button, no action on his or her part is required. Indeed, none of Defendants' online casino games allow (or call for) any additional user action. Instead, the consumer's computer or mobile device communicates with and sends information (such as the "BET" amount) to Big Fish's servers. Big Fish's servers then execute the game's algorithms that determine the spin's outcome.

49. Consumers can continue playing with the chips that they won, or they can exit the game and return at a later time to play because Big Fish maintains win and loss records and balances for each consumer. Indeed, once Big Fish's algorithms determine the outcome of a spin and Big Fish displays the outcome to the consumer, Big Fish adjusts the consumer's balance. Big Fish keeps records of each wager, outcome, win, and loss for every player.

V. FACTS SPECIFIC TO PLAINTIFF

50. In approximately November 2017, Plaintiff began playing Big Fish Casino on her Apple iOS device. Within three months of playing Big Fish Casino for the first time, Plaintiff began regularly paying real money to purchase virtual chips in Big Fish Casino.

51. Thereafter, Plaintiff continued playing various slot machines and other games of chance within Defendants' casino where she would wager purchased chips for the chance of winning additional chips.

52. Between November 2017 and December 2018, Plaintiff wagered and lost (and Defendants therefore won) over \$3,000 at Defendants' games of chance.

VI. CLASS ALLEGATIONS

53. **Class Definitions:** Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3) on behalf of a Class of similarly situated individuals, defined as follows:

Class: All persons in the United States who began playing Big Fish Casino or other similar Big Fish Games "casino games" on or after March 24, 2015, and lost purchased chips by wagering at Defendants' casino games.

The following people are excluded from the Class: (1) any Judge or Magistrate Judge presiding over this action and members of their families; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

1 54. **Numerosity:** On information and belief, tens of thousands of consumers fall into
 2 the definition of the Class. Members of the Class can be identified through Defendants’
 3 records, discovery, and other third-party sources.

4 55. **Commonality and Predominance:** There are many questions of law and fact
 5 common to Plaintiff’s and the Class’ claims, and those questions predominate over any
 6 questions that may affect individual members of the Class. Common questions for the Class
 7 include, but are not necessarily limited to the following:

- 8 a. Whether Defendants’ online casino games are “gambling” as defined by RCW §
 9 9.46.0237;
- 10 b. Whether Defendants are the proprietors for whose benefit the online casino
 11 games are played;
- 12 c. Whether Plaintiff and each member of the Class lost money or anything of value
 13 by gambling;
- 14 d. Whether Defendants violated the Washington Consumer Protection Act, RCW §
 15 19.86.010, *et seq.*; and
- 16 e. Whether Defendants have been unjustly enriched as a result of its conduct.

17 56. **Typicality:** Plaintiff’s claims are typical of the claims of other members of the
 18 Class in that Plaintiff’s and the members of the Class sustained damages arising out of
 19 Defendants’ wrongful conduct.

20 57. **Adequate Representation:** Plaintiff will fairly and adequately represent and
 21 protect the interests of the Class and has retained counsel competent and experienced in
 22 complex litigation and Class actions. Plaintiff’s claims are representative of the claims of the
 23 other members of the Class, as Plaintiff and each member of the Class lost money playing

1 Defendants' games of chance. Plaintiff also has no interests antagonistic to those of the Class,
2 and Defendants have no defenses unique to Plaintiff. Plaintiff and her counsel are committed to
3 vigorously prosecuting this action on behalf of the Class and have the financial resources to do
4 so. Neither Plaintiff nor her counsel have any interest adverse to the Class.

5 **58. Policies Generally Applicable to the Class:** This Class action is appropriate for
6 certification because Defendants have acted or refused to act on grounds generally applicable to
7 the Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure
8 compatible standards of conduct toward the members of the Class and making final injunctive
9 relief appropriate with respect to the Class as a whole. Defendants' policies that Plaintiff
10 challenges apply and affect members of the Class uniformly, and Plaintiff's challenge of these
11 policies hinges on Defendants' conduct with respect to the Class as a whole, not on facts or law
12 applicable only to Plaintiff. The factual and legal bases of Defendants' liability to Plaintiff and
13 to the other members of the Class are the same.

14 **59. Superiority:** This case is also appropriate for certification because Class
15 proceedings are superior to all other available methods for the fair and efficient adjudication of
16 this controversy. The harm suffered by the individual members of the Class is likely to have
17 been relatively small compared to the burden and expense of prosecuting individual actions to
18 redress Defendants' wrongful conduct. Absent a Class action, it would be difficult for the
19 individual members of the Class to obtain effective relief from Defendants. Even if members of
20 the Class themselves could sustain such individual litigation, it would not be preferable to a
21 Class action because individual litigation would increase the delay and expense to all parties
22 and the Court and require duplicative consideration of the legal and factual issues presented. By
23 contrast, a Class action presents far fewer management difficulties and provides the benefits of

1 single adjudication, economy of scale, and comprehensive supervision by a single Court.
 2 Economies of time, effort, and expense will be fostered and uniformity of decisions will be
 3 ensured.

4 60. Plaintiff reserves the right to revise the foregoing “Class Allegations” and
 5 “Class Definition” based on facts learned through additional investigation and in discovery.

6 **VII. FIRST CAUSE OF ACTION**
 7 **Violations of Revised Code of Washington § 4.24.070**
 8 **(On behalf of Plaintiff and the Class)**

9 61. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 62. Plaintiff, members of the Class, and Defendants are all “persons” as defined by
 11 RCW § 9.46.0289.

12 63. Washington’s “Recovery of money lost at gambling” statute, RCW 4.24.070,
 13 provides that “all persons losing money or anything of value at or on any illegal gambling
 14 games shall have a cause of action to recover from the dealer or player winning, or from the
 15 proprietor for whose benefit such game was played or dealt, or such money or things of value
 16 won, the amount of the money or the value of the thing so lost.”

17 64. “Gambling,” defined by RCW § 9.46.0237, “means staking or risking something
 18 of value upon the outcome of a contest of chance or a future contingent event not under the
 19 person's control or influence.”

20 65. Defendants’ “chips” sold for use in its online gambling games are “thing[s] of
 21 value” under RCW § 9.46.0285.

22 66. Defendants’ online gambling games are illegal gambling games because they are
 23 online games at which players wager things of value (the chips) and by an element of chance

1 (e.g., by spinning an online slot machine) are able to obtain additional entertainment and extend
2 gameplay (by winning additional chips).

3 67. Defendants are the proprietors for whose benefit the online gambling games are
4 played because they own the online gambling games and operate those games for their own
5 profit.

6 68. Plaintiff and the Class gambled when they purchased chips to wager at
7 Defendants' online gambling games. Plaintiff and each member of the Class staked money, in
8 the form of chips purchased with money, at Defendants' games of chance (e.g., Defendants'
9 slot machines) for the chance of winning additional things of value (e.g., chips that extend
10 gameplay without additional charge).

11 69. In addition, Defendants' online gambling games are not "pinball machine[s] or
12 similar mechanical amusement device[s]" as contemplated by the statute because:

- 13 a. the games are electronic rather than mechanical;
- 14 b. the games confer replays but they are recorded and can be redeemed on
15 separate occasions (*i.e.*, they are not "immediate and unrecorded"); and
- 16 c. the games contain electronic mechanisms that vary the chance of
17 winning free games or the number of free games which may be won (e.g., the
18 games allow for different wager amounts).

19 70. RCW § 9.46.0285 states that a "'Thing of value,' as used in this chapter, means
20 any money or property, any token, object or article exchangeable for money or property, or any
21 form of credit or promise, directly or indirectly, contemplating transfer of money or property or
22 of any interest therein, or involving extension of a service, entertainment or a privilege of
23 playing at a game or scheme without charge."

1 71. The “chips” Plaintiff and members of the Class had the chance of winning in
2 Defendants’ online gambling games are “thing[s] of value” under Washington law because they
3 are credits that involve the extension of entertainment and a privilege of playing a game
4 without charge.

5 72. Defendants’ online gambling games are “Contest[s] of chance,” as defined by
6 RCW § 9.46.0225, because they are “contest[s], game[s], gaming scheme[s], or gaming
7 device[s] in which the outcome[s] depend[] in a material degree upon an element of chance,
8 notwithstanding that skill of the contestants may also be a factor therein.” Defendants’ online
9 gambling games are programmed to have outcomes that are determined entirely upon chance
10 and a contestant’s skill does not affect the outcomes.

11 73. RCW § 9.46.0201 defines “Amusement game[s]” as games where “The outcome
12 depends in a material degree upon the skill of the contestant,” amongst other requirements.
13 Defendants’ online gambling games are not “Amusement game[s]” because their outcomes are
14 dependent entirely upon chance and not upon the skill of the player and because the games are
15 “contest[s] of chance,” as defined by RCW § 9.46.0225.

16 74. As a direct and proximate result of Defendants’ gambling game, Plaintiff and
17 each member of the Class have lost money wagering at Defendants’ games of chance. Plaintiff,
18 on behalf of herself and the Class, seeks an order (1) requiring Defendants to cease the
19 operation of its gambling games; and/or (2) awarding the recovery of all lost monies, interest,
20 and reasonable attorneys’ fees, expenses, and costs to the extent allowable.

VIII. SECOND CAUSE OF ACTION

Violations of the Washington Consumer Protection Act, RCW § 19.86.010, *et seq.* (On behalf of Plaintiff and the Class)

75. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

76. Washington’s Consumer Protection Act, RCW § 19.86.010 *et seq.* (“CPA”), protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

77. To achieve that goal, the CPA prohibits any person from using “unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce. . . .” RCW § 19.86.020.

78. The CPA states that “a claimant may establish that the act or practice is injurious to the public interest because it . . . Violates a statute that contains a specific legislative declaration of public interest impact.”

79. Defendants violated RCW § 9.46.010, *et seq.* which declares that:

“The public policy of the state of Washington on gambling is to keep the criminal element out of gambling and to promote the social welfare of the people by limiting the nature and scope of gambling activities and by strict regulation and control.

It is hereby declared to be the policy of the legislature, recognizing the close relationship between professional gambling and organized crime, to restrain all persons from seeking profit from professional gambling activities in this state; to restrain all persons from patronizing such professional gambling activities; to safeguard the public against the evils induced by common gamblers and common gambling houses engaged in professional gambling; and at the same time, both to preserve the freedom of the press and to avoid restricting participation by individuals in activities and social pastimes, which activities and social pastimes are more for amusement rather than for profit, do not maliciously affect the public, and do not breach the peace.”

80. Defendants have violated RCW § 9.46.010, *et seq.*, because its Defendants’ online games are illegal online gambling games.

1 81. Defendants' wrongful conduct occurred in the conduct of trade or commerce—
2 *i.e.*, while Defendants were engaged in the operation of making computer games available to
3 the public.

4 82. Defendants' acts and practices were and are injurious to the public interest
5 because Defendants, in the course of their business, continuously advertised to and solicited the
6 general public in Washington State and throughout the United States to play their unlawful
7 online gambling games of chance. This was part of a pattern or generalized course of conduct
8 on the part of Defendants, and many consumers have been adversely affected by Defendants'
9 conduct and the public is at risk.

10 83. Defendants have profited immensely from their operation of unlawful games of
11 chance, amassing hundreds of millions of dollars from the losers of their games of chance.

12 84. As a result of Defendants' conduct, Plaintiff and the Class members were
13 injured in their business or property—*i.e.*, economic injury—in that they lost money wagering
14 on Defendants' unlawful games of chance.

15 85. Defendants' unfair or deceptive conduct proximately caused Plaintiff's and the
16 Class members' injuries because, but for the challenged conduct, Plaintiff and the Class
17 members would not have lost money wagering at or on Defendants' games of chance, and they
18 did so as a direct, foreseeable, and planned consequence of that conduct.

19 86. Plaintiff, on her own behalf and on behalf of the Class, seeks to enjoin further
20 violation and recover actual damages and treble damages, together with the costs of suit,
21 including reasonable attorneys' fees.

22 **IX. THIRD CAUSE OF ACTION**
23 **Unjust Enrichment**
 (On behalf of Plaintiff and the Class)

87. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

88. Plaintiff and the Class have conferred a benefit upon Defendants in the form of the money Defendants received from them for the purchase of chips to wager at Defendants' online gambling games.

89. Defendants appreciate and/or has knowledge of the benefits conferred upon them by Plaintiff and the Class.

90. Under principles of equity and good conscience, Defendants should not be permitted to retain the money obtained from Plaintiff and the members of the Class, which Defendants have unjustly obtained as a result of their unlawful operation of unlawful online gambling games. As it stands, Defendants have retained millions of dollars in profits generated from their unlawful games of chance and should not be permitted to retain those ill-gotten profits.

91. Accordingly, Plaintiff and the Class seek full disgorgement and restitution of any money Defendants have retained as a result of the unlawful and/or wrongful conduct alleged herein.

X. PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Court enter an Order:

- a. Certifying this case as a Class action on behalf of the Class defined above, appointing Plaintiff as representative of the Class, and appointing her counsel as Class counsel;
- b. Declaring that Defendants' conduct, as set out above, violates the CPA;
- c. Entering judgment against Defendants, in the amount of the losses suffered by Plaintiff and each member of the Class;

- 1 d. Enjoining Defendants from continuing the challenged conduct;
- 2 e. Awarding damages to Plaintiff and the Class members in an amount to be
- 3 determined at trial, including trebling and/or punitive damages as appropriate;
- 4 f. Awarding restitution to Plaintiff and Class members in an amount to be
- 5 determined at trial, and requiring disgorgement of all benefits that Defendants unjustly
- 6 received;
- 7 g. Awarding reasonable attorney's fees and expenses;
- 8 h. Awarding pre- and post-judgment interest, to the extent allowable;
- 9 i. Entering judgment for injunctive and/or declaratory relief as necessary to protect
- 10 the interests of Plaintiff and the Class; and
- 11 j. Awarding such other and further relief as equity and justice require.

11 **XI. JURY DEMAND**

12 Plaintiff requests a trial by jury of all claims that can be so tried.

13 Respectfully submitted this 11th day of February, 2019.

14 TOUSLEY BRAIN STEPHENS PLLC

15 By: s/ Janissa A. Strabuk

16 Janissa A. Strabuk, WSBA #21827
jstrabuk@tousley.com

17 By: s/ Cecily C. Shiel

18 Cecily C. Shiel, WSBA #50061
cshiel@tousley.com

19 1700 Seventh Avenue, Suite 2200
20 Seattle, Washington 98101
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21 Fax: 206.682.2992
22
23

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Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378

**Pro hac vice* admission to be sought.

Attorneys for Plaintiff and the Putative Class

0099/002/532562.1

CIVIL COVER SHEET

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

MANASA THIMMEGOWDA

(b) County of Residence of First Listed Plaintiff FLORIDA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Janissa A. Strabuk, TOUSLEY BRAIN STEPHENS PLLC, 1700 7th Ave., #2200, Seattle, WA 98101 (206) 682-5600

DEFENDANTS

BIG FISH GAMES, INC., a Washington corporation, et al.

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 type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" 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 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 checked="" 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 <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	CIVIL RIGHTS <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 PRISONER PETITIONS 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(d)(2)

Brief description of cause:

Violation of RCW 4.24.070, RCW 19.86.010, et seq. Unjust enrichment

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 LeightonDOCKET NUMBER 15-cv-00612-RBL

DATE

02/11/2019

SIGNATURE OF ATTORNEY OF RECORD

s/Janissa A. Strabuk

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the

Western District of Washington

MANASA THIMMEGOWDA,

Plaintiff(s)

v.

BIG FISH GAMES, INC., et al.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Big Fish Games, Inc.
906 Alaskan Way
Suite 700
Seattle, WA 98104

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Janissa A. Strabuk
Tousley Brain Stephens PLLC
1700 7th Ave., Suite 2200
Seattle, WA 98101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 02/11/2019

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Western District of Washington

Civil Action No.

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: