

Andrew T. Ryan, Esq. (SBN 227700)  
THE RYAN LAW GROUP  
317 Rosecrans Ave.  
Manhattan Beach, CA 90266  
Tel: (310) 321-4800  
Fax: (310) 496-1435  
Andrew.ryan@theyanlawgroup.com

Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Los Angeles

07/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:                     N. Osollo                     Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

SARA OCHOA, on behalf of herself  
and those similarly situated,

Plaintiff,

v.

ZEROO GRAVITY GAMES LLC, a  
Delaware limited liability company;

Defendant.

Case No. 22-STCV-14939

Assigned: Hon. Stephen I. Gorvitch  
Dept. 39

**FIRST AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF**

1. Violation of California’s Unfair Competition Law (“UCL”)
2. Violation of California False Advertising Law (“FAL”)
3. Violation of the California Consumer Legal Remedies Act (“CLRA”)
4. Fraud
5. Negligent Misrepresentation

**CLASS ACTION**

Plaintiff Sara Ochoa (“Plaintiff”), a citizen of Los Angeles County, hereby brings this Complaint on behalf of herself and those similarly situated Against Defendant Zeroo Gravity Games, LLC, a Delaware limited liability company (“Defendant”). Plaintiff alleges as follows:

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**INTRODUCTION**

1  
2 1. This lawsuit is brought on behalf of Plaintiff who has been deceived into  
3 making in-game purchases of deceptively marketed in-game items in the mobile  
4 application game called Jackpot Master Slots (“Game”). Defendant has falsely  
5 advertised price discounts for in-game purchases to mislead and induce Plaintiff and  
6 those similarly situated into making in-game purchases.

7 2. Defendant is a developer of mobile games playable on iPhone and  
8 Android devices. One of its top games is Jackpot Master Slots (“Game”). Consumers  
9 play the Game on Apple iOS devices and Android Devices.

10 3. The Game is free for consumers to download and play. Defendant reaps  
11 massive profits by selling “in-app” bundles of virtual gold and other virtual items that  
12 range from \$1.99 to \$99.99. However, in its direct marketing to consumers (including  
13 representations made at the time of purchase), Defendant advertised false former  
14 prices to induce players into believing they must act quickly to take advantage of a  
15 limited-time sale price.

16 4. Defendant used strikethrough pricing and statements to trick consumers  
17 into believing they were benefitting from limited-time promotions that substantially  
18 increased the value of their in-game purchases. These purported savings were false,  
19 however, because the stricken “original” pricing that these ads referenced were  
20 fabricated.

21 5. These purported special offers ran for months or longer. But at no point,  
22 let alone within three months of the advertised discounts, were these in-game items  
23 ever actually offered at the “original” stricken, non-discounted price. Stated differently,  
24 Defendant never sold the in-game items at the original price that was stricken in the  
25 sales promotions. It just offered false presentations of purported discounts from original  
26 prices that never existed, and its players bought packs on “sale.”  
27

28 6. Further, the advertised “original” pricing does not reflect the prevailing

1 market retail pricing for these virtual in-game items.

2 7. The Federal Trade Commission (“FTC”) describes as false former pricing  
3 schemes as deceptive: “One of the most commonly used forms of bargain advertising is  
4 to offer a reduction from the advertiser’s own former price for an article. If the former  
5 price is the actual, bona fide price at which the article was offered to the public on a  
6 regular basis for a reasonably substantial period of time, it provides a legitimate basis  
7 for the advertising of a price comparison. Where the former price is genuine, the bargain  
8 being advertised is a true one. If, on the other hand, the former price being advertised is  
9 not bona fide but fictitious - for example, where an artificial, inflated price was  
10 established for the purpose of enabling the subsequent offer of a large reduction - the  
11 ‘bargain’ being advertised is a false one; the purchaser is not receiving the unusual  
12 value he expects.” 16 CFR §233.1(a).

13 8. California statutory and regulatory law also expressly forbids such false  
14 discounted pricing schemes: “No price shall be advertised as a former price of any  
15 advertised thing, unless the alleged former price was the prevailing market price as  
16 above defined within three months next immediately preceding the publication of the  
17 advertisement or unless the date when the alleged former price did prevail is clearly,  
18 exactly and conspicuously stated in the advertisement.” Cal. Bus. & Prof. Code  
19 §17501.

20 9. Defendant knew, or should reasonably have known, that its comparative  
21 price advertising was false, deceptive, misleading, and unlawful.

22 10. Defendant fraudulently concealed from and intentionally failed to disclose  
23 to Plaintiff the truth about its advertised price discounts and former prices.

24 11. Through this false and deceptive marketing, advertising, and pricing  
25 scheme, Defendant has violated California law prohibiting the advertisement of goods  
26 for sale as discounted from false former prices and prohibiting misleading statements  
27 about the existence and amount of price reductions.  
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1 commercial activities within California, and therefore the Defendant is subject to the  
2 specific jurisdiction of the courts of this state.

3 19. Venue is proper in this court because at all relevant times Plaintiff resided  
4 in the County of Los Angeles, California and the claims asserted in this complaint arise  
5 out of acts, transactions, and conduct that occurred in whole or in part within the County  
6 of Los Angeles, California.

7 **FACTS**

8 20. Jackpot Master Slots (“Game”) is a mobile application casino-style game  
9 developed and distributed by Defendant. The Game is available on iPhone and Android  
10 devices through the Apple App Store and Google Play platforms, respectively. On  
11 information and belief, the Game is one of the top casino games available on iPhone  
12 and Android devices.

13 21. Users of the Game receive a certain amount of virtual gold for use in the  
14 Game when they first download the Game. Users can also purchase bundles of in-  
15 game items ranging in price from \$1.99 to \$99.99.

16 22. The Game’s in-game store displays stricken original deals with purported  
17 “sale” deals. The advertisement of these bundles purportedly on sale are false,  
18 deceptive and intended to mislead plays into making in-app purchases that they  
19 otherwise would not have made. Defendant falsely promotes these bundles as being on  
20 sale or discounted by misrepresenting that such bundles normally offer substantially  
21 less value than the advertised deal.

22 23. Defendant’s false strikethrough ads display an amount of virtual gold, with  
23 a strikethrough line, and then in larger, bold-faced font, a larger amount of gold,  
24 implying that the bundle normally contains a smaller amount of gold for the same price.  
25 For example, a \$1.99 bundle may have 60,000 gold pieces with a strikethrough line  
26 over that number and display in bigger, bolder numbers showing 120,000 gold pieces  
27 as the current sale deal. The intended message is that the bundle typically contains  
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1 60,000 units of gold for that price but is now being offered with more units of gold at the  
 2 same price. An example of such a display for the Game is shown below:



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 24. The false strikethrough ads used to sell bundles in the Games on a daily basis. On information and belief, these bundles never offered the amount of chips or gold stricken for the displayed price. The false strikethrough ads apply across multiple price point in the Game, including the \$4.99 bundle, \$9.99 bundle, \$19.99 bundle, \$49.99 bundle and \$99.99 bundle.

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 25. The higher priced bundles further include a banner saying “Sale.” On information and belief, this or a similar “sale” has been available in the Game at all times. On information and belief, the stricken through gold quantity for the price has never been offered or been the prevailing deal offered.

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 26. Defendant had actual knowledge that the false strikethrough ads contained false or misleading misrepresentations as to their prior values. Defendant designed and promoted these advertisements while having actual knowledge that these quantitative representations of sale values were false.

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 27. These virtual items are critical to the Game, as they are necessary for the players to continue playing the casino-style slot machine games once they inevitably lose all of their virtual gold on a given day.

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 28. Defendant promoted these advertisements to induce players to purchase

1 the gold bundles all the while knowing that the bundles contained quantitative  
2 misrepresentations with respect to the comparative value of the gold displayed.

3 29. The amount of chips or gold included in a bundle, and whether the bundle  
4 being offered for sale represents a good value and outsized amount of chips or gold a  
5 player is receiving for his or her purchase with the corresponding bundle, is a material  
6 consideration when a player decides whether to purchase a bundle.

7 30. Plaintiff and those similarly situated reasonably relied on the  
8 “strikethrough” pricing when purchasing bundles promoted through false strikethrough  
9 ads. Had Plaintiff and those similarly situated known the “strikethrough” pricing was  
10 false, Plaintiff and those similarly situated would not have purchased some or all of the  
11 bundles promoted through false strikethrough ads.

12 31. The false strikethrough ads are violative of 16 CFR §233.1(a) because the  
13 former, stricken, deals displayed in the False Strikethrough Ads are not “actual, bona  
14 fide price at which the article was offered to the public on a regular basis for a  
15 reasonably substantial period of time.” Rather, the false strikethrough ads display  
16 former bundles that are “fictitious” and with “an artificial, inflated price” for the purpose of  
17 creating the false perception to the consumer “of a large reduction.” The false  
18 strikethrough ads promote a false bargain where “the purchaser is not receiving the  
19 unusual value he expects.” *Id.*

20 32. The false strikethrough ads are also violative of Cal. Bus. & Prof. Code  
21 §17501, because the former bundle and price advertised were never “the prevailing  
22 market price ... within three months next immediately preceding the publication of the  
23 advertisement.” Nor do the False Strikethrough Ads “clearly, exactly and conspicuously  
24 stated in the advertisement” when such former prices were prevailing.  
25

26 **APPLICABLE LAW**

27 33. Plaintiff is a citizen and resident of Los Angeles County, California. She  
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1 downloaded and played the Game in California. She made purchases from the Game  
2 store in California.

3 34. California's substantive laws may be constitutionally applied to the claims  
4 of Plaintiff under the Due Process Clause, 14<sup>th</sup> Amend. §1, and the Full Faith and Credit  
5 Clause, Art. IV §1 of the U.S. Constitution. California has significant contacts, or  
6 significant aggregation of contacts, to the claims asserted by Plaintiff, thereby creating  
7 state interests that ensure that the choice of California state law is not arbitrary or unfair.

8 35. The application of California laws is also appropriate under California's  
9 choice of law rules because California has significant contacts to the claims of Plaintiff,  
10 and California has a greater interest in applying its laws here than any other interested  
11 state.

12 **CLASS ALLEGATIONS**

13  
14 1. Plaintiff brings this action on her own behalf and on behalf of a Class and  
15 one Subclass, pursuant to Cal. Code. Civ. Proc. §382, Cal. Civ. Code §1781, and Cal.  
16 Bus. & Prof. Code §17203, defined as below:

17 The Class:

18 All individuals located within the United States who, during the  
19 applicable limitations period, made a purchase of virtual gold in  
20 Jackpot Master Slots using real-world currency.

21 The California Subclass:

22 All individuals located within the state of California, who, during the  
23 applicable limitations period, made a purchase of virtual gold in  
24 Jackpot Master Slots using real-world currency.

25 2. Excluded from the Class and Subclass are Defendants, their affiliates,  
26 parents, subsidiaries, employees, officers, agents and directors. Also excluded are any  
27  
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1 judicial officers presiding over this matter and the members of their immediate families  
2 and judicial staffs.

3 3. This case is appropriate for class treatment because Plaintiff can prove  
4 the elements of her claims on a class-wide basis using the same evidence as would be  
5 used to prove those elements in individual actions alleging the same claims.

6 4. **Adequacy.** Plaintiff will fairly and adequately represent and protect the  
7 interests of the other members of the Class and Subclass (collectively, the "Class").  
8 Plaintiff has retained counsel with substantial experience in prosecuting complex  
9 litigation and class actions. Plaintiff and her counsel are committed to vigorously  
10 prosecuting this action on behalf of the other Class and Subclass members, and have  
11 the financial resources to do so. Neither Plaintiff nor her counsel have any interest  
12 adverse to those of the other members of the Class or Subclass.

13 5. **Numerosity.** The members of the Class and Subclass are so numerous  
14 that joinder of all members would be unfeasible and not practicable. The membership of  
15 the Class and Subclass is unknown to Plaintiff at this time; however, it is estimated both  
16 the Class and Subclass number in the hundreds, if not thousands. The identity of such  
17 membership is readily ascertainable via inspection of Defendant's books and records or  
18 other approved methods. Similarly, Class members may be notified of the pendency of  
19 this action by mail, email, internet postings, publications and/or in-game messaging.  
20

21 6. **Common Questions of Law or Fact:** There are common questions of  
22 law and fact as to Plaintiff and all other similarly situated persons, which predominate  
23 over questions affecting only individual Class members, including, without limitation:

- 24 a. Whether Defendant engaged in the conduct alleged in the Complaint;
- 25 b. Whether Defendant violated the applicable statutes alleged herein;
- 26 c. Whether Defendant designed, advertised, marketed, distributed, sold,  
27 or otherwise placed Blackjack into the stream of commerce in the  
28 United States and California;

- 1 d. Whether Defendant engaged in conduct directed to the State of
- 2 California;
- 3 e. Whether Defendant's presentation of stricken values in its advertising
- 4 of in-game purchases are misleading to a reasonable consumer;
- 5 f. Whether Plaintiff and members of the Classes were injured and
- 6 harmed directly by Defendant's false advertising;
- 7 g. Whether Plaintiff and members of the Classes are entitled to damages
- 8 due to Defendant's conduct as alleged in this Complaint, and if so, in
- 9 what amounts;
- 10 h. Whether Plaintiffs and members of the Classes are entitled to
- 11 equitable relief, including, but not limited to, restitution or injunctive
- 12 relief as requested in this Complaint.

13 7. **Typicality:** Plaintiff's claims are typical of the claims of the other members  
14 of the Classes because, among other things, Plaintiff and all Class members were  
15 comparably injured through Defendants' misconduct described above. As alleged  
16 herein, Plaintiff, like the members of the Class and Subclass, was deprived of monies  
17 that rightfully belonged to them by Defendants. Further, there are no defenses available  
18 to Defendants that are unique to Plaintiff.

19  
20 8. **Superiority:** The nature of this action and the laws available to Plaintiff  
21 and members of the Classes make the class action format a particularly efficient and  
22 appropriate procedure to redress the violations alleged herein. If each Class member  
23 were required to file an individual lawsuit, Defendants would necessarily gain an  
24 unconscionable advantage since it would be able to exploit and overwhelm the limited  
25 resources of each individual plaintiff with its vastly superior financial and legal  
26 resources. Moreover, the prosecution of separate actions by the individual Class  
27 members, even if possible, would create a substantial risk of inconsistent or varying  
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1 verdicts or adjudications with respect to the individual Class members against  
2 Defendants, and which would establish potentially incompatible standards of conduct for  
3 Defendant and/or legal determinations with respect to individual Class members which  
4 would, as a practical matter, be dispositive of the interest of the other Class members  
5 not parties to adjudications or which would substantially impair or impede the ability of  
6 the Class members to protect their interests. Further, the claims of the individual  
7 members of the Class are not sufficiently large to warrant vigorous individual  
8 prosecution considering all of the concomitant costs and expenses attending thereto.

9  
10 **FIRST CLAIM FOR RELIEF**

11 **Violation of California’s Unfair Competition Law (“UCL”)**

12 **Cal. Bus. & Profession Code §17200 *et seq.***

13 9. Plaintiff incorporates by reference all allegations in this Complaint and  
14 restates them as if fully set forth herein.

15 10. The UCL defines unfair business competition to include any “unlawful,  
16 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
17 misleading” advertising. Cal. Bus. & Prof. Code §17200.

18 11. A business act or practice is “unlawful” under the UCL if it violates any  
19 other law or regulation.

20 12. A business act or practice is “unfair” under the UCL if the reasons,  
21 justifications, and motives of the alleged wrongdoer are outweighed by the gravity of the  
22 harm to the alleged victims. A business act or practice is “fraudulent” under the UCL if it  
23 is likely to deceive members of the consuming public.

24 13. Defendant has violated the “unlawful” prong under the UCL and has  
25 engaged in “unfair, deceptive, untrue or misleading” advertising.

26 14. The Federal Trade Commission Act prohibits “unfair or deceptive acts or  
27 practices in or affecting commerce” (15 U.S.C. §45(a)(1)) and specifically prohibits false  
28 advertisements. 15 U.S.C. §52(a). FTC Regulations describe false former pricing

1 schemes-similar to Defendant's False Sale Packs and False Gold Strikethrough Packs  
2 in all material respects-as deceptive practices that would violate the FTC Act.

3 15. 16 C.F.R. §233.1 states:

4 (a) One of the most commonly used forms of bargain  
5 advertising is to offer a reduction from the advertiser's own  
6 former price for an article. If the former price is the actual,  
7 bona fide price at which the article was offered to the public  
8 on a regular basis for a reasonably substantial period of  
9 time, it provides a legitimate basis for the advertising of a  
10 price comparison. Where the former price is genuine, the  
11 bargain being advertised is a true one. If, on the other hand,  
12 the former price being advertised is not bona fide but  
13 fictitious - for example, where an artificial, inflated price was  
14 established for the purpose of enabling the subsequent offer  
15 of a large reduction - the "bargain" being advertised is a  
16 false one; the purchaser is not receiving the unusual value  
17 he expects. In such a case, the "reduced" price is, in reality,  
18 probably just the seller's regular price.

19 (b) A former price is not necessarily fictitious merely  
20 because no sales at the advertised price were made. The  
21 advertiser should be especially careful, however, in such a  
22 case, that the price is one at which the product was openly  
23 and actively offered for sale, for a reasonably substantial  
24 period of time, in the recent, regular course of his business,  
25 honestly and in good faith - and, of course, not for the  
26 purpose of establishing a fictitious higher price on which a  
27 deceptive comparison might be based. And the advertiser  
28

1 should scrupulously avoid any implication that a former  
2 price is a selling, not an asking price (for example, by use of  
3 such language as, “Formerly sold at \$\_\_\_”), unless  
4 substantial sales at that price were actually made.

5 16. California law also prohibits false former pricing schemes.  
6 Cal. Bus. Code. §17501 entitled “Value determinations; Former price  
7 advertisements,” states:

8 For the purpose of this article the worth or value of anything  
9 advertised is the prevailing market price, wholesale if the  
10 offer is at wholesale, retail if the offer is at retail, at the time  
11 of publication of such advertisement in the locality wherein  
12 the advertisement is published.

13 No price shall be advertised as a former price of any  
14 advertised thing, unless the alleged former price was the  
15 prevailing market price as above defined within three  
16 months next immediately preceding the publication of the  
17 advertisement or unless the date when the alleged former  
18 price did prevail is clearly, exactly and conspicuously stated  
19 in the advertisement.  
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21 17. California’s False Advertising Law also prohibits a business from  
22 “[a]dvertising goods or services with intent not to sell them as advertised,” Cal. Civ.  
23 Code §1770(a)(9), and prohibits a business from “[m]aking false or misleading  
24 statements of fact concerning reasons for, existence of, or amounts of price reductions.”  
25 *Id.* §(a)(13).

26 18. Defendant’s false strikethrough ads violate the unlawful prongs of the UCL  
27 since they violate 16 C.F.R. §233.1, Cal. Bus. Prof. Code §1750, Cal. Civ. Code  
28 §§1770(a)(9) and (a)(13).

1 19. Defendant also violated the “unfair” prong of the UCL by falsely  
2 representing that its consumers received a discount from a referenced “original” former  
3 price show in its False Strikethrough Ads. In fact, Defendant displayed an arbitrary price  
4 for the goods contained in these bundles and then falsely pretended the bundles had  
5 been offered for sale at a value less than their “limited time sale” contents.

6 20. The gravity of the harm to Plaintiff and the Class members resulting from  
7 these unfair acts and practices outweighs any conceivable reasons, justifications, or  
8 motives that Defendant may have had for engaging in such deceptive acts and  
9 practices.

10 21. Additionally, Defendant violated the “fraudulent” prong of the UCL because  
11 its marketing and advertising materials included false “original” prices in its false  
12 strikethrough ads. In actuality, the bundles were never sold at the original amount of  
13 gold for the displayed price.

14 22. Defendant’s acts and practices deceived Plaintiff and the Class  
15 members. Specifically, Plaintiff and the putative Class relied on these misleading and  
16 deceptive representations regarding the limited-time bonuses they could expect to  
17 receive in the packs. Each of these representations and deceptions played a  
18 substantial role in Plaintiff’s and Class members’ decisions to purchase the virtual  
19 gold packs, and Plaintiff and the Class members would not have done do, in whole or  
20 in part, in the absence of such representations.

21 23. As a result of these violations under each of the fraudulent, unfair, and  
22 unlawful prongs of the UCL, Defendant has been unjustly enriched at the expense of  
23 Plaintiff and the putative Class. Specifically, Defendant has been unjustly enriched by  
24 obtaining revenues and profits that it would not otherwise have obtained absent its false,  
25 misleading, and deceptive conduct.

26 24. Through its unfair acts and practices, Defendant improperly obtained  
27 money from Plaintiff and Class members. As such, Plaintiff, on behalf of herself and the  
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1 putative Class, requests that this Court cause Defendant to restore this money to  
2 Plaintiff and the Class members, and to enjoin Defendant from continuing to violate the  
3 UCL, and/or from violating the UCL in the future. Otherwise, Plaintiff and members of  
4 the Class may be irreparably harmed and/or denied an effective and complete remedy if  
5 such an order is not granted.

6 **SECOND CLAIM FOR RELIEF**

7 **Violation of California False Advertising Law (“FAL”)**

8 **Cal. Business & Professional Code §17500 *et seq.***

9 25. Plaintiff incorporates by reference all allegations in this Complaint and  
10 restates them as if fully set forth herein.

11 26. The FAL prohibits unfair, deceptive, untrue, or misleading advertising,  
12 including, but not limited to, false statements as to worth, value, and former price.

13 27. Furthermore, the FAL provides that: “No price shall be advertised as a  
14 former price of any advertised thing, unless the alleged former price was the prevailing  
15 market price as above defined within three months next immediately preceding the  
16 publication of the advertisement or unless the date when the alleged former price did  
17 prevail is clearly, exactly and conspicuously stated in the advertisement.” Cal. Bus. &  
18 Prof. Code §17501.

19 28. The false strikethrough ads misrepresent the existence of a sale whereby  
20 players can allegedly purchase more gold from a bundle than they normally could for  
21 the same price.

22 29. Through its unfair acts and practices, Defendant has improperly obtained  
23 money from Plaintiff and members of the Class. As such, Plaintiff, on behalf of herself  
24 and the putative Class, requests that this Court cause Defendant to restore this money  
25 to Plaintiff and the Class members, and to enjoin Defendant from continuing to violate  
26 the FAL, and/or from violating the FAL in the future. Otherwise, Plaintiff and members of  
27 the Class may be irreparably harmed and/or denied an effective and complete remedy if  
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1 such an order is no granted.

2 **THIRD CLAIM FOR RELIEF**

3 **Violation of the California Consumer Legal Remedies Act (“CLRA”)**

4 **Cal. Civ. Code. §1750 *et seq.***

5 30. Plaintiff incorporates by reference all allegations in this Complaint and  
6 restate them as if fully set forth herein.

7 31. Plaintiff is a consumer within the meaning of Cal. Civ. Code §1761(d)  
8 and have engaged in a transaction within the meaning of Cal. Civ. Code §§1761(e)  
9 and 1770.

10 32. Defendant is a “person” within the meaning of Cal. Civ. Code §§1761(c)  
11 and 1770 and sells “goods or services” within the meaning of Cal. Civ. Code §§1761(b)  
12 and 1770.

13 33. The Game and the in-app purchases are a “good” or “service” within the  
14 meaning of Cal. Civ. Code. §§1761(a) and (b).

15 34. Defendant has violated §1770(a)(13)’s proscription against making false or  
16 misleading statements of fact concerning reasons for, existence of, or amounts of, price  
17 reductions by misrepresenting the existence of gold discounts via false strikethrough  
18 ads.

19 35. Plaintiff and the putative Class suffered actual damages as a direct and  
20 proximate result of Defendant’s actions, concealment, and/or omissions in the  
21 advertising, marketing, and promotion of its bait apps, in violation of the CLRA, as  
22 evidenced by the substantial sums Defendant pocketed.

23 36. Plaintiff, on behalf of herself and the Class and Subclass, demands  
24 judgment against Defendant for injunctive relief and attorney’s fees.

25 **FOURTH CLAIM FOR RELIEF**

26 **Fraud**

27 37. Plaintiff incorporates by reference all allegations in this Complaint and  
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1 restate them as if fully set forth herein.

2 38. Defendant represented to Plaintiff and Class members that various in-  
3 game purchases were on sale in that they gave a higher amount of gold.

4 39. These representations were false because the bundles were never offered  
5 at the purported "normal" amount of gold and the items were perpetually on "sale."

6 40. Defendant designed the graphical images on the advertisements in a way  
7 that intentionally attracted Plaintiff and Class members to the enticing but false claims  
8 regarding gold amounts and the existence of sales.

9 41. Plaintiff and the putative Class reasonably relied upon the claims made in  
10 the advertisements in deciding purchase the aforementioned bundles.

11 42. Upon purchasing the bundles, Plaintiff and the putative Class were  
12 harmed because, had Plaintiff and Class members known the claims were false, they  
13 would not have made some or all of those purchases.

14 43. Plaintiff's and Class members' reliance on Defendant's misrepresentations  
15 in its bundle advertisements was a substantial factor in causing harm to Plaintiff and the  
16 putative Class.

17 44. Defendant's conduct has therefore caused and is causing immediate and  
18 irreparable injury to Plaintiff and Class members and will continue to both damage  
19 Plaintiff and the Class members and deceive the public unless enjoined by this Court.  
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21 **FIFTH CLAIM FOR RELIEF**

22 **Negligent Misrepresentation**

23 45. Plaintiff incorporate by reference all allegations in this Complaint and  
24 restate them as if fully set forth herein.

25 46. Defendant represented to Plaintiff and the putative Class that various  
26 purchased bundles were on sale in that they gave a higher amount of gold than normal  
27 and that special event or "sale" versions of the packs were not identical in item  
28 quantities to their normal counterparts.

1 47. These representations were false because the bundles were never offered  
2 at the non-sale deal.

3 48. Defendant designed the graphical images on the advertisements in a way  
4 that intentionally attracted Plaintiff and the putative Class to the enticing but false claims  
5 regarding gold amounts and the existence of sales.

6 49. Defendant's conduct has therefore caused and is causing immediate and  
7 irreparable injury to Plaintiff and the putative Class, and will continue to both damage  
8 Plaintiff and the putative Class and deceive the public unless enjoined by this Court.

9 **PRAYER FOR RELIEF**

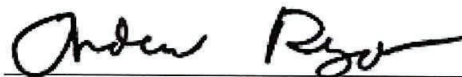
10 Plaintiff prays for relief and judgment against Defendant as follows:

- 11 A. Certifying the proposed Class and Subclass defined herein;  
12 B. Appointing Plaintiff as Class Representative;  
13 C. Appointing counsel for Plaintiff as Class Counsel;  
14 D. Declaring Defendants' conduct to be unlawful;  
15 E. Awarding Plaintiff and Class members compensatory damages and actual  
16 damages in an amount to be determined by proof;  
17 F. Awarding Plaintiff and Class members actual and statutory damages;  
18 G. Disgorging Defendant of its unjust profits;  
19 H. For punitive damages;  
20 I. For civil penalties;  
21 J. For declaratory and equitable relief, including restitution and disgorgement;  
22 K. For an order enjoining Defendant from continuing to engage in the wrongful acts  
23 and practices alleged herein;  
24 L. Awarding Plaintiff the costs of prosecuting this action, including expert witness  
25 fees;  
26 M. Awarding Plaintiff reasonable attorney's fees and costs as allowable by law;  
27 N. Awarding pre-judgment and post-judgment interest; and  
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1 O. Granting any other relief as this Court may deem just and proper.

2  
3 DATED: July 18, 2022

THE RYAN LAW GROUP

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5 Andrew T. Ryan  
6 Attorney for Plaintiff

7 **JURY DEMAND**

8 Plaintiff hereby demands a jury trial on all issues and claims so triable.

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10  
11 DATED: July 18, 2022

THE RYAN LAW GROUP

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13 Andrew T. Ryan  
14 Attorney for Plaintiff

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