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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

JANNA SCHUDDE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DREAM GAMES TEKNOLOJİ ANONİM
ŞİRKETİ, a foreign corporation,

Defendant.

Case No. 2:24-cv-1215

COMPLAINT – CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Janna Schudde (“Plaintiff”) brings this case, individually and on behalf of all others
2 similarly situated, against Defendant Dream Games Teknoloji Anonim Şirketi (“Defendant”) to enjoin
3 and obtain redress for Defendant’s operation of illegal gambling game and unfair competition. Plaintiff
4 alleges as follows:

5 **NATURE OF ACTION**

- 6 1. Defendant is the developer, publisher, owner, operator and proprietor of the game called
7 “Royal Match.”
- 8 2. Consumers play Royal Match on Apple iOS devices, Android devices and Amazon
9 devices.
- 10 3. On information and belief, Royal Match launched in 2021.
- 11 4. Through Royal Match, Defendant offers a multitude of “match-3” or “tile-matching”
12 games, meaning that the player must usually complete levels by matching three (or more) of the same
13 type of object in a line.
- 14 5. There are five different objects for matching in Royal Match: Book, Crown, Leaf, Shield,
15 and Gem.
- 16 6. Players clear objects from a game board in Royal Match by matching three or more of the
17 same type of object in a row or column.
- 18 7. When a player makes a match, the objects are cleared from the game board and new
19 objects drop from the top to fill the game board.
- 20 8. Players must complete a level in a certain number of moves.
- 21 9. Players who win a level in Royal Match are awarded virtual coins.
- 22 10. Coins in Royal Match can be used to purchase additional moves to continue playing a
23 level once all of the players’ moves for that level have been exhausted.
- 24 11. Coins in Royal Match can also be used to purchase additional lives to all players to
25 continue playing levels.
- 26 12. If a player loses a level in Royal Match, the player loses a life.

1 13. When a player loses all of their lives and gold coins, they are unable to continue playing
2 the games in Royal Match.

3 14. The type and sequence of objects that populate the game board in Royal Match materially
4 determines the outcome of a level. Specifically, whether a player successfully wins or loses a level in
5 Royal Match is materially determined by the type and sequence of objects that populate the game board
6 initially and that populate the game board as the player clears objects.

7 15. The type and sequence of objects that populate the game board in Royal Match are
8 determined by chance. Accordingly, the games offered in Royal Match are games of chance.

9 16. Royal Match provides a limited number of free lives and coins to players. After players
10 inevitably lose their allotment of lives and coins to Royal Match’s games of chance, Defendant attempts
11 to sell players additional coins to continue playing. Without additional coins, players cannot play Royal
12 Match’s games of chance.

13 17. Freshly topped off with additional coins, players convert them to lives to continue
14 playing the games of chance in Royal Match.

15 18. The coins won by players playing Defendant’s games of chance are identical to the coins
16 that Defendant sells. Thus, by wagering coins that consumers purchase, consumers have the chance to
17 win additional coins that they would otherwise have to purchase. These coins extend players’ privilege
18 to continue playing the games of chance in Royal Match.

19 19. The Ninth Circuit in *Kater v. Churchill Downs Inc.*, 886 F.3d 784, 785 (9th Cir. 2018)
20 held that the mobile game Big Fish Casino “constitutes illegal gambling under Washington law.” *Id.* The
21 Court reached this conclusion, in part, on the basis that the virtual chips offered in Big Fish Casino were
22 things of value because they extended the right of players to play the games in Big Fish Casino.
23 Similarly, the gold coin in Royal Match are things of value.

24 20. In addition to providing games of chance wherein users can win or lose things of value,
25 Defendant manipulates the probability of winning those games of chance to maximize the games’
26 addictiveness.

1 21. Further, to maximize the amount of money each user spends in Royal Match, Defendant
2 advertises coin bundles in Royal Match that Defendant misleadingly states are on sale for a limited time.
3 In reality, the coin bundles are not truly discounted and the sale offers are not truly limited in time.

4 22. On information and belief, Defendant profits from Royal Match.

5 23. On information and belief, Defendant has received revenues in excess of \$1 billion from
6 United States consumers.

7 24. By operating Royal Match, Defendant has violated Washington and other states' laws
8 and illegally profited from tens of thousands of consumers. Accordingly, Plaintiff, on behalf of herself
9 and a Class of similarly situated individuals, bring this lawsuit to recover their losses.

10 **PARTIES**

11 25. Plaintiff Janna Schudde is a natural person who is domiciled in the state of Washington.

12 26. On information and belief, Dream Games Teknoloji Anonim Şirketi is headquartered in
13 Istanbul, Turkey.

14 27. On information and belief, the address for the corporate office of Dream Games
15 Teknoloji Anonim Şirketi is Esentepe Mahallesi, Büyükdere Caddesi Maya Akar Center, B Blok
16 No:102/106 Şişli, İstanbul, Turkey.

17 28. On information and belief, Dream Games Teknoloji Anonim Şirketi has participated in
18 the development, operation, and publishing of Royal Match, including activities related to the
19 advertising of in-game items.

20 **JURISDICTION AND VENUE**

21 29. This Court has jurisdiction over this action under the Class Action Fairness Act of 2005.
22 Pursuant to 28 U.S.C. §§1332(d)(2), this Court has original jurisdiction because the aggregate claims of
23 the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the
24 members of the proposed classes is a citizen of a different state than Defendant.

25 30. This Court has personal jurisdiction over Dream Games Teknoloji Anonim Şirketi,
26 because it conducts substantial business and directs its activities into this District, including activities
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1 that form the basis for the claims here, and a substantial part of the acts and omissions complained of
2 occurred in this District.

3 31. Venue is proper in this District under 28 U.S.C. §1391(b)(2), in that a substantial part of
4 the events or omissions giving rise to the claim occurred in this District.

5 32. In addition, venue is proper in this District under 28 U.S.C. §1391(b)(1) and §1391(b)(3),
6 in that Defendant is subject to this Court’s personal jurisdiction.

7 33. Plaintiff alleges, upon information and belief, that Defendant conducts professional and
8 commercial activities in Washington on a substantial, continuous, and systematic basis and therefore
9 Defendant is subject to the general jurisdiction of the courts of this state.

10 34. Plaintiff further alleges, upon information and belief, that the claims asserted in this
11 complaint arise out of or are related to each of the Defendant’s professional and commercial activities
12 within Washington, and therefore the Defendant is subject to the specific jurisdiction of the courts of
13 this state.

14 **FACTUAL ALLEGATIONS**

15 35. The proliferation of internet-connected mobile devices has led to the growth of what are
16 known in the industry as “free-to-play” videogames. The term is a misnomer. It refers to a model by
17 which the initial download of the game is free, but companies reap huge profits by selling thousands of
18 “in-app” items that start at low prices but can quickly escalate to hundreds or even thousands of dollars.

19 36. The in-app purchase model has become particularly attractive to developers of games of
20 chance and games marketed towards children, because it allows them to generate huge profits. With
21 games of chance that employ the in-game purchase strategy, developers exploit the same psychological
22 triggers as casino operators. Just as with casino operators, mobile game developers rely on a small
23 portion of their players to provide the majority of their profits. These “whales,” as they’re known in both
24 the casino industry and the videogame industry, account for a small minority of players but provide the
25 vast majority of revenue.

26 37. Defendant is a mobile gaming company founded in 2019 with offices in Istanbul and
27 London.

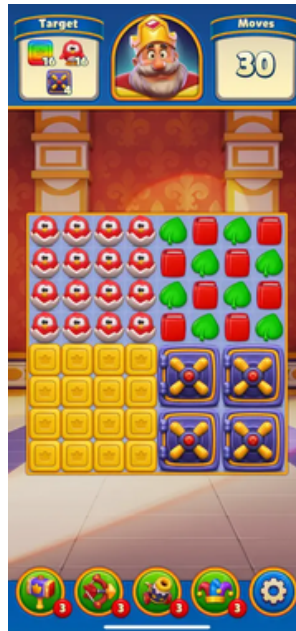
38. In January 2022, Defendant reportedly reached a valuation of \$2.75 billion.¹

39. In May 2024, Defendant surpassed \$3 billion in player spending, with nearly all of its revenue coming from Royal Match.²

Royal Match is an Unlawful Game of Chance

40. Users can download and play Royal Match in Apple and Android devices in the United States through the App Store and Play Store, respectively.

41. The primary gameplay in Royal Match are match-3 puzzles where users are presented with various levels having specific goals for clearing objects in the puzzle within a certain number of moves:



42. On information and belief, the placements of objects initially presented on the puzzle board are determined by chance.

¹ CNBC, *Turkish mobile gaming start-up defies economic turmoil to hit a \$2.75 billion valuation*, <https://www.cnbc.com/2022/01/18/turkish-mobile-gaming-startup-dream-games-raises-255-million.html> (last visited July 24, 2024)

² PocketGamer.biz, *Dream Games surpasses \$3 billion in player spending*, <https://www.pocketgamer.biz/dream-games-have-just-passed-3-billion-in-user-spending/> (last visited July 24, 2024).

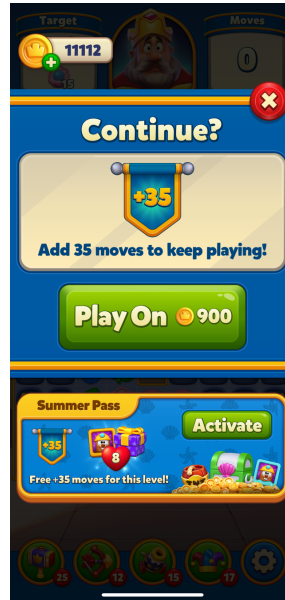
1 43. When a user matches three or more objects on the puzzle board, the objects clear from
2 the board. The remaining objects drop down to fill the resulting empty spaces and new objects drop from
3 the top of the puzzle board to fill the board.

4 44. On information and belief, the type and sequence of objects that fill the game board in
5 Royal Match after a player clears objects from the board are determined by chance.

6 45. The type and sequence of objects that fill the game board as a player clears objects from
7 the game board materially determine whether a player successfully completes the level within the
8 required number of moves.

9 46. “Lives” in Royal Match represent the number of attempts a player has to beat a level. If
10 players have one or more lives, they can click on a level and play it. If players do not have any lives
11 remaining, they cannot play the level.

12 47. If a user is unable to complete a level within the required number of moves, the player
13 must expend virtual gold to continue playing the level:

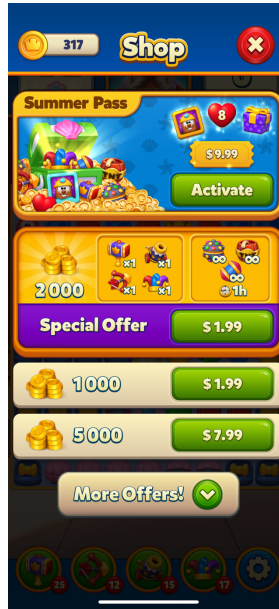


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24 48. If the player taps the red “x” button, the level is failed and a life will be lost.

25 49. Coins can be used to refill lives in Royal Match.

26 50. If a player runs out of lives and has insufficient coins to refill their lives, they must
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1 purchase additional coins to continue playing:



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12 51. If a player successfully completes a level in Royal Match, he or she is awarded coins.

13 52. Washington defines “gambling” as “staking or risking something of value upon the
14 outcome of a contest of chance or a future contingent event not under the person’s control or influence,
15 upon an agreement or understanding that the person or someone else will receive something of value in
16 the event of a certain outcome.” RCW 9.46.0237.

17 53. “Contest of chance” means “any contest, game, gaming scheme, or gaming device in
18 which the outcome depends in a material degree upon an element of chance, notwithstanding that skill
19 of the contestants may also be a factor therein.” RCW 9.46.0225.

20 54. While the games in Royal Match require user interaction, chance plays a predominant
21 factor in the outcome of the games in Royal Match. Specifically, the objects that fall into the puzzle
22 board (which is purportedly random – more on that below), play a material role in the outcome of the
23 game, more so than the skill of the player.

24 55. Washington defines “thing of value” to mean “any money or property, any token, object
25 or article exchangeable for money or property, or any form of credit or promise, directly or indirectly,
26 contemplating transfer of money or property or of any interest therein, or involving extension of a
27 service, entertainment or a privilege of playing at a game or scheme without charge.”

1 56. The lives and coins in Royal Match are things of value, because they provide an
2 “extension of a service, entertainment or a privilege of playing a game or scheme without charge.”

3 57. The games in Royal Match have all the same trappings as casino games, such as slot
4 machines, including graphics and sounds. Further, the games in Royal Match provide users with
5 gameplay similar to spinning a slot machine where a user wins or loses based on the matching of certain
6 objects in a row.

7 58. Royal Match is distributed through companies headquartered in California, namely Apple
8 Inc. and Google LLC. Moreover, players of Royal Match who make purchases within Royal Match
9 process their purchases through Apple and Google. As a result of engaging in the conduct alleged in this
10 Complaint, Defendant have also violated California and federal gambling laws, including California
11 Penal Code §330a, California Penal Code §330b, California Penal Code §3301., *et seq.*, California Penal
12 Code §337j(a)(1), California Penal Code §337j(a)(2), The Illegal Gambling Business Act of 1970 (18
13 U.S.C. §1955), and The Unlawful Internet Gambling Enforcement Act of 2006 (31 U.S.C. §§5361-
14 5367).

15 **Royal Match Manipulates Odds**

16 59. In addition to providing unlawful games of chance, Royal Match furthers its harm by
17 manipulating the odds of its games to increase their addictiveness and to induce users into spending
18 money to purchase coins and in-game items.

19 60. On information and belief, Royal Match manipulates the odds of its games to make
20 certain levels nearly impossible to pass initially. On information and belief, Royal Match does so to
21 induce users to deplete their lives and coins and increase the likelihood that they will spend money to
22 extend their ability to play the game.

23 61. On information and belief, after users fail to pass certain levels after repeated attempts,
24 Royal Match will alter the odds of the type and sequence of game objects populating the game board to
25 make levels easier to pass. On information and belief, Royal Match does so to increase the likelihood
26 that users will continue to play Royal Match and not quit.

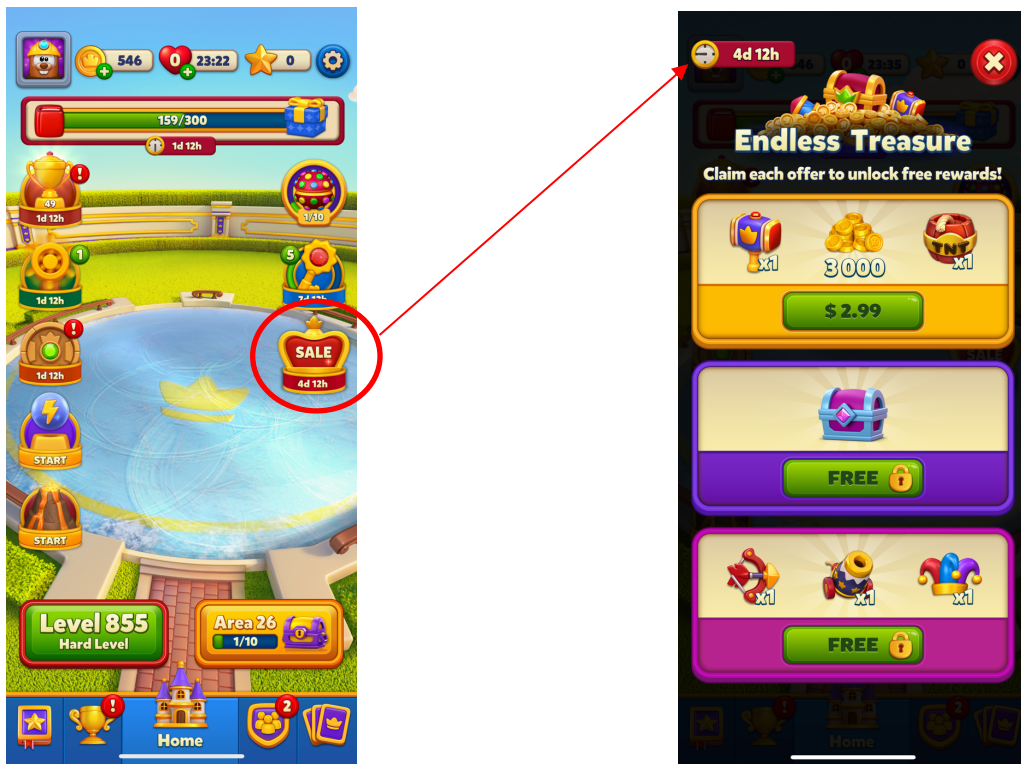
27 62. By manipulating the probabilities regarding the type and sequence of game objects that
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1 populate the gameboards in Royal Match to increase the addictiveness and monetization of Royal
2 Match, Defendant engages in unfair competition.

3 **Royal Match Engages in False Advertising**

4 63. To further manipulate users into spending money, Royal Match also falsely advertises
5 sales.

6 64. Royal Match presents users with is purported to be a limited time “sale” on in-game
7 items. For example, as shown below, Royal Match presents users with a “sale” offer purporting to have
8 a limited duration of availability (e.g. 4 days and 12 hours as shown below):



22 65. Players viewing these advertisements reasonably understand it to mean that the offer is of
23 a special value and will be available for only a limited duration.

24 66. In reality, Royal Match offers the same or substantially similar such “sales” continuously
25 or almost continuously.

26 67. In so doing, Defendant further manipulates users into spending money in Royal Match by
27 creating the false impression that users are receiving a unique value.

1 68. Defendant's false and misleading advertisements, particularly in the context of addictive
2 and unlawful games of chance whose odds are manipulated, further constitutes unfair competition.

3 69. On information and belief, without Court intervention, Defendant will continue to publish
4 mobile games that engage in unlawful gambling and unfair competition intended to induce consumers to
5 make purchases.

6 **Plaintiff's Experience With Royal Match**

7 70. In 2024, Plaintiff began playing Royal Match through her Apple device. After losing her
8 initial allocation of free lives and coins, she began purchasing coins from Defendant for use in Royal
9 Match.

10 71. Overall, Plaintiff has wagered and lost over \$900 at Royal Match's games of chance.

11 72. Plaintiff viewed sales advertisements substantially similar to that depicted above and
12 reasonably understood that the sale offers were of a unique value and would be available for only a
13 limited time. She reasonably relied on this understanding in making one or more of her purchase
14 decisions.

15 73. As a result of Defendant's unfair, unlawful, and deceptive acts, Plaintiff and putative
16 class members were induced into making in-game purchases they otherwise would not have made.

17 74. As a result of Defendant's unfair, unlawful, and deceptive acts, Defendant was unjustly
18 enriched.

19 75. Plaintiff has an ongoing interest in playing Royal Match and therefore has an ongoing
20 interest in its compliance with state and federal gambling laws and state unfair competition laws.

21 **CLASS ACTION ALLEGATIONS**

22 76. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3), on behalf
23 of herself and the following proposed classes and sub-classes:

24 a) **National Class:** All persons in the United States who played Royal Match and lost
25 purchased lives and coins at Defendant's games of chance.

26 b) **Washington Sub-Class:** All persons residing in the State of Washington who played
27 Royal Match and lost purchased lives and coins at Defendant's games of chance.

1 84. On information and belief, the Classes are also ascertainable through third-parties, such
2 as Apple and Google, using business records, and other information kept by such third parties, in the
3 usual course of business.

4 85. Plaintiff anticipates providing appropriate notice to the Classes to be approved by the
5 Court after class certification, or pursuant to court order.

6 86. **Commonality and Predominance.** This action involves common questions of law and
7 fact, which predominate over any questions affecting individual class members. See Fed. R. Civ. P.
8 23(a)(2) and (b)(3). These include, without limitation:

- 9 a. Whether the games in Royal Match are “gambling” as defined by RCW §9.46.0237;
- 10 b. Whether Defendant is the proprietor for whose benefit the unlawful gambling games are
11 played;
- 12 c. Whether Defendant violated the Washington Consumer Protection Act, RCW
13 §19.86.010, *et seq.*;
- 14 d. Whether Defendant engaged in the conduct alleged in the Complaint;
- 15 e. Whether Defendant violated statutes analogous to those alleged herein applicable;
- 16 f. Whether Defendant designed, advertised, marketed, distributed, sold, or otherwise placed
17 Royal Match into the stream of commerce in the United States and State of Washington;
- 18 g. Whether and how Defendant manipulates the odds in the games offered in Royal Match;
- 19 h. Whether Defendant's presentation of sales in Royal Match are misleading to a reasonable
20 consumer;
- 21 i. Whether Plaintiff and members of the Classes are entitled to damages due to Defendant's
22 conduct as alleged in this Complaint, and if so, in what amounts;
- 23 j. Whether Plaintiff and members of the Classes are entitled to equitable relief, including,
24 but not limited to, restitution or injunctive relief as requested in this Complaint; and
- 25 k. Whether Defendant has been unjustly enriched.

26 87. **Typicality.** Plaintiff’s claims are typical of the putative class members' claims because,
27 among other things, all such class members were comparably injured through Defendant's wrongful

1 conduct as described above. See Fed. R. Civ. P. 23(a)(3).

2 88. Defendant's creation, display and operation of Royal Match, its games and its misleading
3 advertisement is uniform for Plaintiff and all members of the Classes.

4 89. **Adequacy.** Plaintiff is an adequate proposed class representative because her interests do
5 not conflict with the interests of the other members of the proposed Classes she seeks to represent;
6 because she has retained counsel competent and experienced in complex class action litigation; and
7 because she intends to prosecute this action vigorously. The interests of the proposed Classes will be
8 fairly and adequately protected by Plaintiff and her counsel. See Fed. R. Civ. P. 23(a)(4).

9 90. **Declaratory and Injunctive Relief.** Defendant has acted or refused to act on grounds
10 generally applicable to Plaintiff and the other members of the proposed Classes, thereby making
11 appropriate final injunctive relief and declaratory relief, as described below, with respect to the proposed
12 Classes as a whole. See Fed. R. Civ. P. 23(b)(2). Defendant's wrongful conduct alleged herein is
13 grounded in the creation and dissemination of Defendant's offerings in Royal Match, which are
14 displayed and operate uniformly. Plaintiff's and the class members' injuries are real, immediate, and
15 ongoing. Plaintiff and class members seek injunctive and declaratory relief from Defendants.

16 91. **Superiority.** A class is superior to any other available means for the fair and efficient
17 adjudication of this controversy, and no unusual difficulties are likely to be encountered in the
18 management of this class action. The damages or other financial detriment suffered by Plaintiff and
19 putative class members are relatively small compared to the burden and expense that would be required
20 to individually litigate their claims against Defendant, so it would be impracticable for members of the
21 proposed Classes to individually seek redress for Defendant's wrongful conduct.

22 92. Applying the principles of equity or balance of equities, expecting an individual plaintiff
23 who is at a disadvantage with limited resources and spending capacity, and with minimal negotiating
24 power, if any, to litigate claims against Defendant, a corporation valued at over \$1 billion that has
25 immense resources, would be unfair. Class actions are a necessary and essential means to provide for
26 public interest litigations with checks and balances to curtail deceptive practices by powerful private
27 corporations, including Defendants.

1 93. There is no special interest in class members individually controlling the prosecution of
2 separate actions. And even if class members could afford individual litigation, the court system could
3 not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and it
4 increases the delay and expense to all parties and the court system. By contrast, the class action device
5 presents far fewer management difficulties and provides the benefits of single adjudication, economy of
6 scale, and comprehensive supervision by a single court. See Fed. R. Civ. P. 23(b)(3).

7 **FIRST CLAIM FOR RELIEF**

8 **Violation of Revised Code of Washington §4.24.070**

9 **(On behalf of the Washington Sub-Class)**

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

11 95. Plaintiff, members of the Washington Sub-Class, and Defendant are all “persons” as
12 defined by RCW § 9.46.0289.

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

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

21 98. Coins sold for use in Royal Match are “thing[s] of value” under RCW § 9.46.0285. Lives
22 sold in exchange for coins in Royal Match are “thing[s] of value” under RCW §9.46.0285.

23 99. The games in Royal Match are illegal gambling games because they are online games at
24 which players wager things of value (lives) and by an element of chance (e.g., the type and sequence of
25 game objects) are able to obtain additional entertainment and extend gameplay (by winning additional
26 coins).

27 100. Defendant is the proprietor for whose benefit Royal Match is played because it owns

1 Royal Match and operates it for Defendant’s profit.

2 101. Plaintiff and the Washington Sub-Class gambled when they purchased coins to obtain
3 more lives to wager in Royal Match’s match-3 games. Plaintiff and each member of the Washington
4 Sub-Class staked money, in the form of coins and lives purchased with money, at Defendant’s games of
5 chance for the chance of winning additional things of value (e.g., coins that extend gameplay without
6 additional charge).

7 102. In addition, Royal Match and the games therein are not “pinball machine[s] or similar
8 mechanical amusement device[s]” as contemplated by the statute because:

- 9 a. the games are electronic rather than mechanical;
10 b. the games confer replays but they are recorded and can be redeemed on separate
11 occasions (i.e., they are not “immediate and unrecorded”); and
12 c. the games contain electronic mechanisms that vary the chance of winning free games
13 or the number of free games which may be won (e.g., the games alter the odds of
14 winning levels).

15 103. RCW § 9.46.0285 states that a “‘Thing of value,’ as used in this chapter, means any
16 money or property, any token, object or article exchangeable for money or property, or any form of
17 credit or promise, directly or indirectly, contemplating transfer of money or property or of any interest
18 therein, or involving extension of a service, entertainment or a privilege of playing at a game or scheme
19 without charge.”

20 104. The “coins” Plaintiff and members of the Washington Sub-Class had the chance of
21 winning in Royal Match are “thing[s] of value” under Washington law because they are credits that
22 involve the extension of entertainment and a privilege of playing a game without charge.

23 105. The “lives” Plaintiff and members of the Washington Sub-Class staked in Royal Match
24 are “thing[s] of value” under Washington law because they are credits that involve the extension of
25 entertainment and a privilege of playing a game without charge.

26 106. The games in Royal Match are “Contest[s] of chance,” as defined by RCW § 9.46.0225,
27 because they are “contest[s], game[s], gaming scheme[s], or gaming device[s] in which the outcome[s]

1 depend[] in a material degree upon an element of chance, notwithstanding that skill of the contestants
2 may also be a factor therein.” The games in Royal Match are programmed to have outcomes that are
3 determined to a material degree upon chance, notwithstanding that skill of the players may also be a
4 factor therein.

5 107. In addition, Royal Match and the games therein are not “Amusement games” as defined
6 by RCW § 9.46.0201 because:

- 7 a. The outcome does not depend in a material degree upon the skill of the contestant;
- 8 b. Merchandise is not the only prize awarded;
- 9 c. The outcome is in the control of the operator, Defendant.

10 108. As a direct and proximate result of Defendant’s gambling games, Plaintiff and each
11 member of the Washington Sub-Class have lost money wagering at Defendant’s games of chance.
12 Plaintiff, on behalf of herself and the Washington Sub-Class, seek to recover all lost monies, interest,
13 and reasonably attorneys’ fees, expenses, and costs to the extent allowable.

14 **SECOND CLAIM FOR RELIEF**

15 **Violations of Washington Consumer Protection Act RCW Chapter 19.86**

16 **(On behalf of Plaintiff and the Washington Sub-Class)**

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

18 110. Washington Consumer Protection Act RCW 19.86.020 states that “[u]nfair methods of
19 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby
20 declared unlawful.”

21 111. Washington Consumer Protection Act RCW Chapter 19.86 entitles Plaintiff and members
22 of the Washington Sub-Class to a private right of action for damages and equitable relief. RCW
23 19.86.020; 19.86.090; 19.86.093.

24 112. Defendant develops, markets and operates Royal Match throughout the United States,
25 including Washington.

26 113. “In a private action in which an unfair or deceptive act or practice is alleged under RCW
27 19.86.020, a claimant may establish that the act or practice is injurious to the public interest because it:

1 (1) Violates a statute that incorporates this chapter; (2) Violates a statute that contains a specific
2 legislative declaration of public interest impact; or (3)(a) Injured other persons; (b) had the capacity to
3 injure other persons; or (c) has the capacity to injure other persons.” RCW 19.86.093.

4 114. Defendant violated RCW § 9.46.010, et seq. which declares that: “The public policy of
5 the state of Washington on gambling is to keep the criminal element out of gambling and to promote the
6 social welfare of the people by limiting the nature and scope of gambling activities and by strict
7 regulation and control. It is hereby declared to be the policy of the legislature, recognizing the close
8 relationship between professional gambling and organized crime, to restrain all persons from seeking
9 profit from professional gambling activities in this state; to restrain all persons from patronizing such
10 professional gambling activities; to safeguard the public against the evils induced by common gamblers
11 and common gambling houses engaged in professional gambling; and at the same time, both to preserve
12 the freedom of the press and to avoid restricting participation by individuals in activities and social
13 pastimes, which activities and social pastimes are more for amusement rather than for profit, do not
14 maliciously affect the public, and do not breach the peace.”

15 115. Defendant has violated RCW § 9.46.010, et seq., because Royal Match offers illegal
16 online gambling games.

17 116. Defendant’s wrongful conduct occurred in the conduct of trade or commerce, namely,
18 while Defendant was engaged in the operation of making computer games available to the public.

19 117. Defendant’s acts and practices were and are injurious to the public interest because
20 Defendant, in the course of its business, continuously advertised to and solicited the general public in
21 Washington State and throughout the United States to play their unlawful online gambling games of
22 chance. This was part of a pattern or generalized course of conduct on the part of Defendant, and many
23 consumers have been adversely affected by Defendant’s conduct and the public is at risk.

24 118. Defendant also engaged in unfair or deceptive acts or practices through the manipulation
25 of odds in Royal Match’s games. Defendant violated the “unfair” prong of RCW 19.86.020 by
26 manipulating the odds of the games of chance in Royal Match to increase their addictive qualities and to
27 induce players to continue playing and spending more money.

1 119. Defendant has also engaged in unfair or deceptive acts or practices through the sale of in-
2 game items in Royal Match advertised using misleading limited-time sale offers. Defendant has violated
3 the “unfair” prong of RCW 19.86.020 by falsely representing that sales in Royal Match contained
4 unique, time-sensitive discounts, when, in fact, they contained the same in-game items as other packs
5 not connected with specific sales events.

6 120. Defendant has profited immensely from its operation of unlawful games of chance and
7 related conduct, amassing billions of dollars from the losers of their games of chance.

8 121. As a result of Defendant’s conduct, Plaintiff and the class members were injured in their
9 business or property—i.e., economic injury—in that they lost money wagering on Defendant’s unlawful
10 games of chance.

11 122. Defendant’s unfair or deceptive conduct proximately caused Plaintiff’s and the class
12 members’ injuries because, but for the challenged conduct, Plaintiff and the class members would not
13 have purchased items in Royal Match or lost money wagering at or on Defendant’s games of chance,
14 and they did so as a direct, foreseeable, and planned consequence of that conduct.

15 123. Plaintiff, on her own behalf and on behalf of the Washington Sub-Class, seeks to recover
16 actual damages and treble damages, together with the costs of suit, including reasonable attorneys’ fees.

17 **THIRD CLAIM FOR RELIEF**

18 **Fraud**

19 **(By Plaintiff, individually and on behalf of the National Class and all sub-classes)**

20 124. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if
21 fully set forth herein.

22 125. Defendant represented to Plaintiff and individuals similarly situated that various in-game
23 purchases in Royal Match were on sale and that special limited time events or “sale” versions of in-
24 game items were being offered at uniquely good values.

25 126. These representations were false because the bundles were routinely offered in Royal
26 Match and were not limited in time.

27 127. Defendant designed the graphical images and verbiage on the advertisements in a way

1 that intentionally attracted Plaintiff and those similarly situated to the enticing but false claims regarding
2 the existence of sales.

3 128. Defendant knew that the sale advertisements were false and misleading at the time they
4 were made.

5 129. Defendant profited from these false representations to consumers.

6 130. Plaintiff and those similarly situated reasonably relied upon the false statements in
7 deciding to make in-game purchases.

8 131. Upon purchasing the in-game items, Plaintiff and those similarly situated were harmed
9 because, had they known the advertised sales were false, they would not have made those purchases.

10 132. Plaintiff's and class members' reliance on Defendant's misrepresentations in its sale
11 advertisements was a substantial factor in causing harm to Plaintiff and those similarly situated.

12 133. Defendant's conduct has caused and is causing immediate and irreparable injury to
13 Plaintiff and those similarly situated and will continue to both damage and deceive Plaintiff and the class
14 members unless enjoined by this Court.

15 **FOURTH CLAIM FOR RELIEF**

16 **Negligent Misrepresentation**

17 **(By Plaintiff, individually and on behalf of the National Class and all sub-classes)**

18 134. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if
19 fully set forth herein.

20 135. Defendant represented to Plaintiff and individuals similarly situated that various in-game
21 purchases in Royal Match were on sale and that special limited time events or "sale" versions of in-
22 game items were being offered at uniquely good values.

23 136. These representations were false because the bundles were routinely offered in Royal
24 Match and were not limited in time.

25 137. Defendant designed the graphical images and verbiage on the advertisements in a way
26 that intentionally attracted Plaintiff and those similarly situated to the enticing but false claims regarding
27 the existence of sales.

1 138. Defendant knew or should have known that the sale advertisements were false and
2 misleading at the time they were made.

3 139. Defendant profited from these false representations to consumers.

4 140. Plaintiff and those similarly situated reasonably relied upon the false statements in
5 deciding to make in-game purchases.

6 141. Upon purchasing the in-game items, Plaintiff and those similarly situated were harmed
7 because, had they known the advertised sales were false, they would not have made those purchases.

8 142. Plaintiff's and class members' reliance on Defendant's misrepresentations in its sale
9 advertisements was a substantial factor in causing harm to Plaintiff and those similarly situated.

10 143. Defendant's conduct has caused and is causing immediate and irreparable injury to
11 Plaintiff and those similarly situated and will continue to both damage and deceive Plaintiff and the class
12 members unless enjoined by this Court.

13 **FIFTH CLAIM FOR RELIEF**

14 **Unjust Enrichment**

15 **(By Plaintiff, individually and on behalf of the National Class and all sub-classes)**

16 144. Plaintiff incorporates by reference all allegations in this Complaint and restate them as if
17 fully set forth herein.

18 145. Plaintiff and the Classes have conferred a benefit upon Defendant in the form of the
19 money Defendant received from them for the purchase of coins in Royal Match.

20 146. Defendant appreciates and/or has knowledge of the benefits conferred upon it by Plaintiff
21 and the Class.

22 147. Under principles of equity and good conscience, Defendant should not be permitted to
23 retain the money obtained from Plaintiff and the members of the Classes, which Defendant has unjustly
24 obtained as a result of its unlawful and deceptive practices in connection with Royal Match.

25 148. As it stands, Defendant has retained millions of dollars in profits generated from Royal
26 Match and should not be permitted to retain those ill-gotten profits.

27 149. Accordingly, Plaintiff and the Classes seek full disgorgement and restitution of any
28

1 money Defendant has retained as a result of the unlawful and/or wrongful conduct alleged herein.

2 **SIXTH CLAIM FOR RELIEF**

3 **Negligence**

4 **(By Plaintiff, individually and on behalf of the National Class and all sub-classes)**

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

7 151. Defendant undertook a duty of care when it published and operated Royal Match in the
8 United States.

9 152. This duty, included, at a minimum, a responsibility not to allow players of Royal Match
10 to engage in illegal behaviors, including gambling, that Defendant was actively facilitating.

11 153. Defendant breached its duties to Plaintiff and members of the classes by permitting users
12 to participate in illegal gambling in Royal Match.

13 154. Defendant's breach of its duties caused harm to its users, including Plaintiff, who lost
14 money participating in the illegal gambling scheme perpetrated by Defendant.

15 155. As a result of this misconduct, Plaintiff and the class members have been injured and
16 seek damages in an amount to be proven at trial.

17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of herself and the proposed Classes and Sub-Classes, pray for relief and
19 judgment against Defendant as follows:

- 20 A. Certifying the Classes and/or Sub-Classes pursuant to Rule 23 of the Federal Rules of
21 Civil Procedure, appointing Plaintiff as representative of the Classes and/or Sub-Classes,
22 and designating Plaintiff's counsel as class counsel;
- 23 B. Awarding Plaintiff and the class members compensatory damages and actual damages to
24 be determined by proof;
- 25 C. Awarding Plaintiff and the class members appropriate relief, including actual and
26 statutory damages;
- 27 D. For punitive and treble damages;

- 1 E. For civil penalties;
- 2 F. For declaratory and equitable relief, including restitution and disgorgement;
- 3 G. For an order enjoining Defendant from continuing to engage in the wrongful acts and
- 4 practices alleged herein;
- 5 H. Awarding Plaintiff and the class members the costs of prosecuting this action, including
- 6 expert witness fees;
- 7 I. Awarding Plaintiff and the class members reasonable attorney's fees and costs as
- 8 allowable by law;
- 9 J. Awarding pre-judgment and post-judgment interest; and
- 10 K. Granting any other relief as this Court may deem just and proper

11 **JURY DEMAND**

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

13 Respectfully submitted,

14 DATED: August 8, 2024

15 /s/ Omer Salik
16 Omer Salik (WA Bar No. 60433)
17 osalik@carterarnett.com
18 Carter Arnett Bennett Perez, PLLC
19 8150 N. Central Expressway
20 Suite 500
21 Dallas, TX 75206
22 Tel: (214) 550-8183

23 *Attorneys for Plaintiff*

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
Janna Schudde
(b) County of Residence of First Listed Plaintiff King County
(c) Attorneys (Firm Name, Address, and Telephone Number)
Carter Arnett Bennett & Perez PLLC, 8150 N Central Expy Suite 500, Dallas, TX 75206, Tel. 214-550-8185

DEFENDANTS
Dream Games Teknoloji Anonim irketi
County of Residence of First Listed Defendant
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
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [X] 3

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Remanded from Appellate Court
[] 4 Reinstated or Reopened
[] 5 Transferred from Another District
[] 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, unjust enrichment, negligence

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ > \$5,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE 8/8/2024
SIGNATURE OF ATTORNEY OF RECORD /s/ Omer Salik

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.
 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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington



JANNA SCHUDDE, individually and on behalf of all others similarly situated

Plaintiff(s)

v.

DREAM GAMES TEKNOLOJI ANONIM IRKETI, a foreign corporation

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Dream Games Teknoloji Anonim irketi Teknoloji Anonim irketi is Esentepe Mahallesi Büyükdere Caddesi Maya Akar Center B Blok No:102/106 i li Istanbul, Turkey

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:

Omer Salik Carter Arnett Bennett & Perez, PLLC 8150 N Central Expy Suite 500 Dallas, Texas 75206

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:

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: