

1 Wesley M. Griffith, SBN 286390
2 **ALMEIDA LAW GROUP LLC**
3 111 W. Ocean Blvd, Suite 426
Long Beach, CA 90802
Telephone: 310-896-5813
E-mail: wes@almeidalawgroup.com

4
5 Margot P. Cutter, SBN 306789
CUTTER LAW P.C.
6 401 Watt Avenue
Sacramento, CA 95864
Telephone: 916-290-9400
7 E-mail: mcutter@cutterlaw.com

8 F. Peter Silva II, SBN 348070
TYCKO & ZAVAREEI LLP
9 2000 Pennsylvania Avenue, NW, Suite 1010
Washington, District of Columbia 20006
10 Telephone: 202-973-0900
E-mail: psilva@tzlegal.com

11
12 James Bilsborrow, *pro hac vice* to be filed
WEITZ & LUXENBERG PC
13 700 Broadway
New York, NY 10003
14 Telephone: 212-558-5500
E-mail: jbilsborrow@weitzlux.com

15 [Additional Counsel on Signature Page]

16 *Counsel for Plaintiff and the Proposed Class*

17
18 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA

19
20 GILBERT CRISWELL, individually and on
behalf of others similarly situated,

21 Plaintiff,

22 vs.

23 FANDUEL, INC., FANDUEL LIMITED,
FLUTTER ENTERTAINMENT PLC, AND
24 DOES 1-10,

25 Defendants.

26
27
28 **Case No.**

**CLASS ACTION COMPLAINT FOR
MONETARY AND INJUNCTIVE RELIEF**

Jury Trial Demanded

1. Plaintiff Gilbert Criswell brings the following allegations on behalf of himself and
 2 all others similarly situated, based on his personal knowledge as to the facts pertaining to Plaintiff,
 3 and based on the investigation of counsel and information and belief as to all other allegations:

4 **I. INTRODUCTION**

5. Since at least 2015, FanDuel,¹ the self described “#1 Sportsbook and the premier
 6 mobile sports betting operator in the U.S.,”² has been operating mobile gambling applications and
 7 websites within California (collectively, the “Gambling Websites”), representing to customers and
 8 the public that its daily fantasy sports contests, often branded as “FanDuel Fantasy,” are legal forms
 9 of gambling in California. They are not.

10. Plaintiff, on behalf of himself and the proposed class of similarly situated
 11 Californians, brings this lawsuit to stop the unlawful gambling that occurs on FanDuel’s Gambling
 12 Websites in California and to recover the money that FanDuel has unlawfully taken from them.

13 **II. PARTIES**

14 **A. Plaintiff.**

15. At all times relevant to this action, Plaintiff Gilbert Criswell was over the age of 18
 16 and is a resident of Contra Costa County, California.

17 **B. Defendants.**

18. Defendant FanDuel, Inc. is identified in the FanDuel Terms of Use as an operator
 19 of the Gambling Websites.³ FanDuel Inc. is a Delaware corporation with its headquarters in New
 20 York, New York. FanDuel, Inc. regularly conducts business within California and this District,
 21 including by running the Gambling Websites that are the subject of this litigation.

22

23

24 ¹ “FanDuel” refers collectively to defendants FanDuel, Inc., FanDuel Limited, and Flutter
 25 Entertainment PLC.

26 ² <https://www.fanduel.com/about> (last visited December 4, 2025).

27 ³ “FanDuel, Inc. and FanDuel Limited (collectively, ‘We’, ‘Us’, or ‘FanDuel’) provide a fantasy
 28 sports website located at fanduel.com (the ‘Site’) and related mobile apps[.]” FanDuel Fantasy
 Terms of Use dated September 3, 2025, available online at <https://www.fanduel.com/terms> (last
 visited December 4, 2025).

1 6. FanDuel Limited is identified in the FanDuel Terms of Use as an operator of the
2 Gambling Websites.⁴ Upon searching the California Secretary of State Business Lookup Tool,⁵
3 FanDuel Limited does not appear to be registered with the California Secretary of State. FanDuel
4 Limited is incorporated in the United Kingdom with its US-based headquarters located in New
5 York, New York.

6 7. Flutter Entertainment PLC is the parent company of FanDuel, Inc. and is an Irish
7 corporation with its US-based headquarters in New York, New York. Upon searching the California
8 Secretary of State Business Lookup Tool,⁶ Flutter Entertainment PLC does not appear to be
9 registered with the California Secretary of State.

10 8. On information and belief, Does 1-10 are individuals and/or entities who facilitate
11 FanDuel's unlawful practices described in this Complaint. The identities of Does 1-10 are not
12 presently known to Plaintiff. The Doe defendants, along with defendants FanDuel, are collectively
13 referred to in this Complaint as "Defendants."

14 9. Plaintiff expressly reserves his right to amend this Complaint to add the Doe
15 defendants by name, once their identities are known.

III. JURISDICTION AND VENUE

17 10. This Court has subject matter jurisdiction over this action pursuant to the Class
18 Action Fairness Act, 28 U.S.C. § 1332(d), because there exists minimal diversity between class
19 members and Defendants and because the amount in controversy exceeds \$5,000,000, exclusive of
20 interest and costs.

21 11. The United States District Court for the Northern District of California has personal
22 jurisdiction over the parties in this matter because Plaintiff resides in San Francisco, CA. FanDuel
23 regularly conducts business within this District, including by engaging in the unlawful gambling
24 practices that are at the center of this action.

4 *Id.*

⁵ <https://bizfileonline.sos.ca.gov/search/business> (last visited December 4, 2025).

⁶ <https://bizfileonline.sos.ca.gov/search/business> (last visited December 4, 2025).

12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1331(c) because Plaintiff resides in this District, and FanDuel's unlawful actions, which are the subject of this action, occurred in this District, among other locations within California.

13. Pursuant to California Civil Code Section 1780(d), a declaration from Plaintiff is attached as **Exhibit A** confirming that venue is proper.

IV. DIVISIONAL ASSIGNMENT

14. Pursuant to Local Rules 3.2(c) and 3.5(b), assignment to the San Francisco and Oakland Division of this Court is proper because Plaintiff resides in San Francisco, and many of the events at issue in this lawsuit occurred in San Francisco County, which pursuant to Local Rule 3-2(d) provides for assignment to this Division.

V. FACTUAL ALLEGATIONS

A. California's Longstanding Ban on Gambling.

15. For over 150 years, California has broadly prohibited commercialized gambling.

16. For example, in 1872, California enacted Penal Code Section 330, which provides in relevant part that “[e]very person who . . . conducts, either as owner or employee . . . *any banking or percentage game* played with . . . *any device*, for money, checks, credit, or other representative of value . . . is guilty of a misdemeanor.” CAL. PENAL CODE § 330 (emphasis added).

17. A “banking game” refers to a situation where the “house” is a participant in the game, taking on all contestants, paying all winners, and collecting from all losers. *See Sullivan v. Fox*, 189 Cal. App. 3d 673, 678 (1987). And a “percentage game” refers to a situation where the house collects a portion of the bets or wagers made by contestants, but is not directly involved in game play. *See id.* at 679.

18. Similarly, California Penal Code Section 337a prohibits additional conduct, including:

- “*Pool selling or bookmaking, with or without writing, at any time or place.*” CAL. PENAL CODE § 337a(a)(1) (emphasis added).
- “[R]eceiv[ing], hold[ing], or forward[ing] . . . in any manner whatsoever, any money . . . staked, pledged, bet or wagered, or to be staked, pledged, bet or

wagered, or offered for the purpose of being staked, pledged, bet or wagered, *upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the result, or purported result, of any lot, chance, casualty, unknown or contingent event whatsoever.*” *Id.* at (a)(3) (emphasis added).

- “[A]t any time or place, record[ing], or register[ing] any bet or bets, wager or wagers, *upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the result, or purported result, of any lot, chance, casualty, unknown or contingent event whatsoever.*” *Id.* at (a)(4) (emphasis added).
- “[O]ffer[ing] or accept[ing] any bet or bets, or wager or wagers, *upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus.*” *Id.* at (a)(6) (emphasis added).

19. The terms used in Section 337a have their commonsense meanings. For example, the California Court of Appeal has explained that “[p]ool selling” is the selling or distribution of shares or chances in a wagering pool,” such as when money wagered by all participants is combined into a single pool and the winnings are distributed based on predetermined rules. *See Finster v. Keller*, 18 Cal. App. 3d 836, 846 (1971) (cleaned up). And “[b]ookmaking” is the making of a betting book and includes the taking of bets, [and] [t]he taking of one bet is sufficient” to constitute “bookmaking.” *People v. Thompson*, 206 Cal. App. 2d 734, 739 (1962) (cleaned up).

20. Similarly, “bet” and “wager” have their commonsense meanings. For example, the Judicial Council of California Criminal Jury Instructions (2025 Edition) provides that a “bet is a wager or agreement between two or more people that if an uncertain future event happens, the loser will pay money to the winner or give the winner something of value. A bet includes a wager made on the outcome of any actual or purported event, including but not limited to any kind of sporting

1 contest.” CALCRIM No. 2993, Receiving or Holding Bets (CAL. PENAL CODE § 337a(a)(3))
 2 (cleaned up).⁷

3 21. “Bets” and “wagers” include entry fees paid in online fantasy sports. *Los Angeles*
 4 *Turf Club v. Horse Racing Labs, LLC*, 2017 WL 11634526, at *8 (C.D. Cal. May 15, 2017).

5 22. Put simply, a company violates California Penal Code Section 337a when it engages
 6 in pool selling, bookmaking, or accepts or records any bets or wagers on the result of any contest
 7 and/or any unknown or contingent event whatsoever—including, without limitation, bets
 8 associated with the performance of persons, such as in fantasy sports.⁸

9 23. Moreover, various sections of the California Penal Code prohibit “lotteries” and
 10 “games of chance.”

11 24. For example, Penal Code Sections 320 and 321 make the operation of a lottery
 12 unlawful: “Every person who contrives, prepares, sets up, proposes, or draws any lottery, is guilty
 13 of a misdemeanor”⁹ and “[e]very person who sells, gives, or in any manner whatever, furnishes or
 14 transfers to or for any other person any ticket, chance, share, or interest, or any paper, certificate,
 15 or instrument purporting or understood to be or to represent any ticket, chance, share, or interest in,
 16 or depending upon the event of any lottery, is guilty of a misdemeanor.”¹⁰ Penal Code Section 319
 17 defines a lottery broadly to include “any scheme for the disposal or distribution of property by
 18 chance, among persons who have paid or promised to pay any valuable consideration for the chance
 19 of obtaining such property or a portion of it, or for any share or any interest in such property, upon
 20 any agreement, understanding, or expectation that it is to be distributed or disposed of by lot or
 21 chance, whether called a lottery, raffle, or gift enterprise, or by whatever name the same may be
 22 known.” CAL. PENAL CODE § 319.

23
 24 ⁷ Available online at <https://www.justia.com/criminal/docs/calcrim/2900/2993/> (last visited
 December 4, 2025).

25 ⁸ While Section 337a violations are reduced to infractions in certain circumstances for non-
 26 commercial gambling in amounts below \$2,500, the Section 337a reductions expressly do “not
 apply to . . . [a]ny bet, bets, wager, wagers, or betting pool or pools made online.” CAL. PENAL
 CODE § 336.9(b)(1).

27 ⁹ CAL. PENAL CODE § 320.

28 ¹⁰ CAL. PENAL CODE § 321.

1 25. Similarly, Penal Code Section 330a makes it unlawful to own or operate any
 2 “contrivance, appliance, or mechanical device, upon the result of action of which money or other
 3 valuable thing is staked or hazarded . . . [that] is won or lost . . . dependent upon hazard or chance.”
 4 CAL. PENAL CODE § 330a.

5 26. And Penal Code Section 337j makes it unlawful to operate a “game of chance” or
 6 to “receive, directly or indirectly, any compensation” for operating such a game “*without having*
 7 *first procured . . . all federal, state, and local licenses required by law.*” CAL. PENAL CODE § 337j.
 8 (emphasis added).

9 27. In fact, as the California legislature re-affirmed in 2008, “no person in this state has
 10 a right to operate a gambling enterprise except as may be expressly permitted by the laws of this
 11 state.” Cal. Bus. & Prof. Code § 19801(d).

12 **B. Supermajorities of the California Electorate Rejected the Gambling Industry’s
 13 Attempts to Legalize Sports Betting in 2022.**

14 28. In 2022, two ballot initiatives were put to the California voters to legalize certain
 15 additional forms of gambling in the state, including various forms of sports betting: Proposition 26
 16 and Proposition 27.

17 29. **Proposition 26** was primarily sponsored by California’s Native American tribes,
 18 and, among other things, would have:

- 19 • Legalized in-person sports betting at tribal casinos.
- 20 • Allowed additional gambling at tribal casinos, including roulette and dice games
 21 like craps.
- 22 • Established certain taxes and fees associated with sports betting.

23 30. Proposition 26, however, was soundly rejected in November 2022, with
 24 approximately 67% of the California electorate voting “no.”

25 31. **Proposition 27** aimed to legalize online sports betting in California, and was
 26 primarily sponsored by the online sports betting industry, with the Washington Post reporting that

1 “the industry ultimately spent \$150 million on political ads”¹¹ in an attempt to legalize online
 2 gambling in California.

3 32. Among other things, Proposition 27 would have:

- 4 • Legalized and regulated online sports betting in California.
- 5 • Established a new division within the California Department of Justice to
 set license requirements and oversee the industry.
- 6 • Imposed a 10% tax on sports betting revenue and established licensing
 fees.
- 7 • Allocated revenue from online gambling to homelessness prevention.

8 33. Proposition 27 was also soundly rejected in November 2022, with 82% of the
 9 electorate voting “no,” making it one of the largest margins of defeat in California ballot proposition
 10 history.

11 **C. California’s Ongoing Investigation into Daily Fantasy Sports Betting.**

12 34. Despite the resounding defeats at the ballot box, online sports betting operators, like
 13 FanDuel, have continued to operate in California.

14 35. In particular, “daily fantasy sports” betting has proliferated in the state.

15 36. Daily fantasy sports, which are often referred to by the abbreviation “DFS,” are a
 16 subset of fantasy sports games that are generally played online through gambling websites:

17 As with traditional fantasy sports games, [in daily fantasy sports],
 18 players compete against others by building a team of professional
 19 athletes from a particular league or competition while remaining
 20 under a salary cap, and earn points based on the actual statistical
 21 performance of the players in real-world competitions.

22 Daily fantasy sports are an accelerated variant of traditional fantasy
 23 sports that are conducted over short-term periods, such as a week or
 24 single day of competition, as opposed to those that are played across
 25 an entire season.

26 Daily fantasy sports are typically structured in the form of paid
 27 competitions typically referred to as a “contest”; winners receive a

28 ¹¹ Gus Garcia-Roberts, *Inside the \$400 million fight to control California sports betting*, WASH.
 29 POST (Nov. 3, 2022), <https://www.washingtonpost.com/sports/2022/11/03/prop-26-27-california-sports-betting/> (last visited December 4, 2025).

1 share of a pre-determined pot funded by their entry fees. A portion
 2 of entry fee payments go to the provider as rake revenue.¹²

3 37. According to the California Business Journal, “California residents are estimated to
 4 contribute as much as 10% of the total entries in DFS contests nationwide. This popularity has
 5 translated into substantial revenue, with DFS platforms raking in approximately \$200 million in
 6 entry fees annually [in California].”¹³

7 38. In response to these massive ongoing daily fantasy sports betting operations in
 8 California, on or about October 5, 2023, State Senator Scott Wilk wrote to the California
 9 Department of Justice and requested an investigation into daily fantasy sports betting:

10 I write to request a legal opinion as to whether California law
 11 prohibits the offering and operation of daily fantasy sports betting
 12 platforms with players physically located within the State of
 13 California, regardless of whether the operators and associated
 14 technology are located within or outside of the State.

15 Pursuant to California law, no one may operate “any game of
 16 chance” without the required federal, state, and local licenses. No one
 17 has “the right to operate a gambling enterprise except as may be
 18 expressly permitted by the laws of this state and by the ordinances of
 19 local governmental bodies.”

20 In 2022, California voters overwhelmingly rejected Proposition 27
 21 to legalize online sports wagering. Although sports wagering in all
 22 forms remains illegal in California, online daily fantasy sports
 23 betting is proliferating throughout the state. Through these online
 24 platforms, a participant pays to enter a contest in which they may win
 25 a prize depending on how well athletes perform. Although the
 26 participant may utilize their knowledge of a particular sport in
 27 choosing their “team” of players, how well those players perform
 28 during a game is completely out of the participant’s control. As such,
*daily fantasy sports appears to be a game of chance not otherwise
 permitted by the laws of California.*

21 (Cleaned up; footnotes omitted; emphasis added).¹⁴

22

23 ¹² *Daily Fantasy Sports*, Wikipedia, available online at
https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited
 24 December 4, 2025).

25 ¹³ *Unfenced Playground: A Peek into California’s Daily Fantasy Sports Landscape*, California
 26 Business Journal, available online at <https://calbizjournal.com/unfenced-playground-a-peek-into-californias-daily-fantasy-sports-landscape/#:~:text=In%20fact%2C%20California%20residents%20are,million%20in%20entry%20fees%20annually> (last visited December 4, 2025).

27 ¹⁴ A copy of the letter is publicly available online at <https://www.legalsportsreport.com/wp-content/uploads/2023/11/OU-23-1001-Sen.-Wilk-request-1.pdf> (last visited December 4, 2025).

1 39. Consistent with the Senator's request, the California Department of Justice directed
 2 the Attorney General's Opinion Unit to address the following question:

3 Does California law prohibit the offering and operation of daily
 4 fantasy sports betting platforms with players physically located
 5 within the State of California, regardless of whether the operators
 6 and associated technology are located within or outside of the State?

7 Opinion Request No. 23-1001.¹⁵

8 40. And the California Attorney General has now confirmed the central theory of
 9 Plaintiffs' case: "California law prohibits the operation of daily fantasy sports games Such
 10 games constitute wagering on sports in violation of Penal Code section 337a."¹⁶

11 **D. FanDuel's California Fantasy Sports Gambling Operations.**

12 41. FanDuel has been operating in California since at least 2015 through the Gambling
 13 Websites, which consist of at least the FanDuel mobile apps for Android and IOS and the FanDuel
 14 website, FanDuel.com, and associated subpages. The primary gambling product that FanDuel
 15 currently offers in California is "FanDuel Fantasy." FanDuel represents to its customers that
 16 "FanDuel Fantasy" is legal in the state. It is not.

17 ///

18 ///

19 ///

20

21

22

23

24

25

26

27 ¹⁵ Available online at <https://oag.ca.gov/opinions/monthly-report> (last visited December 4, 2025).

28 ¹⁶ Opinion of the California Attorney General No. 23-1001 ("AG Opinion") at 1, available online
 29 at <https://oag.ca.gov/system/files/attachments/press-docs/23-1001.pdf>.

1. **Daily Fantasy Sports.**a. **Traditional Daily Fantasy Sports.**

42. A fantasy sport is a game where participants assemble imaginary teams composed of real professional sports players. These imaginary teams “compete” based on the statistical performance of those players in actual games, such as rushing yards, receiving yards, or points scored. This performance is converted into points that are compiled and totaled according to rules agreed to amongst the players.¹⁷

43. Traditional fantasy sports were played with friends and family over the course of a sports season, for small amounts of money or for no money at all.

44. In traditional fantasy games involving money, one participant may have held money for the group to payout at the end of the season, but all participant money was distributed to other players (and not any third-party) at the end of the season.¹⁸

13 ///

14 ///

15 ///

16

17

18

19

20

21

22

23

24

25

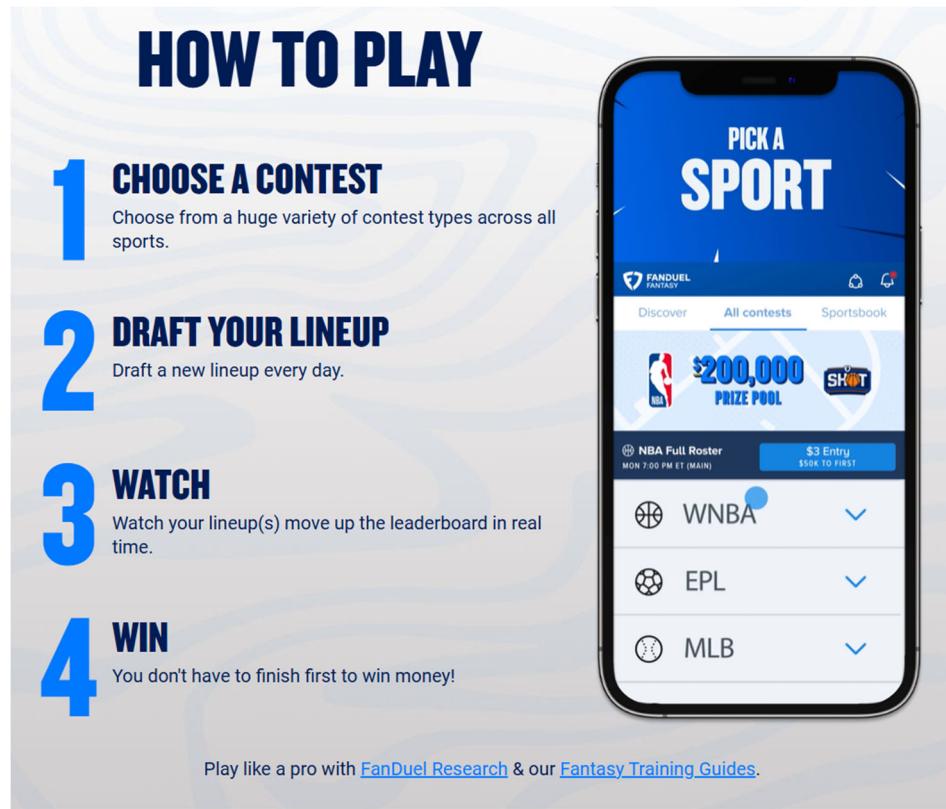
¹⁷ See generally, *Daily Fantasy Sports*, Wikipedia, available online at https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited December 4, 2025).

¹⁸ This type of non-commercialized, small scale fantasy sports betting is excluded from many of the criminal law prohibitions discussed in Section A, above. *See also* Cal. Penal Code § 336.9(b)(1).

b. The Daily Fantasy Sports Gambling Products Offered by FanDuel in California.

45. The primary gambling product that FanDuel currently offers in California is “FanDuel Fantasy.” According to FanDuel’s website, a user plays FanDuel Fantasy by “Draft[ing] your fantasy team in just a few simple steps. Build[ing] a new team for every contest. Every player has a price, just choose the players you want while staying under the salary cap. FanDuel is more than fantasy football. There’s something for every fan. We also have contests for fantasy hockey, fantasy NASCAR, fantasy golf and more! Play against your friends or against everyone, with no season-long commitment.”¹⁹

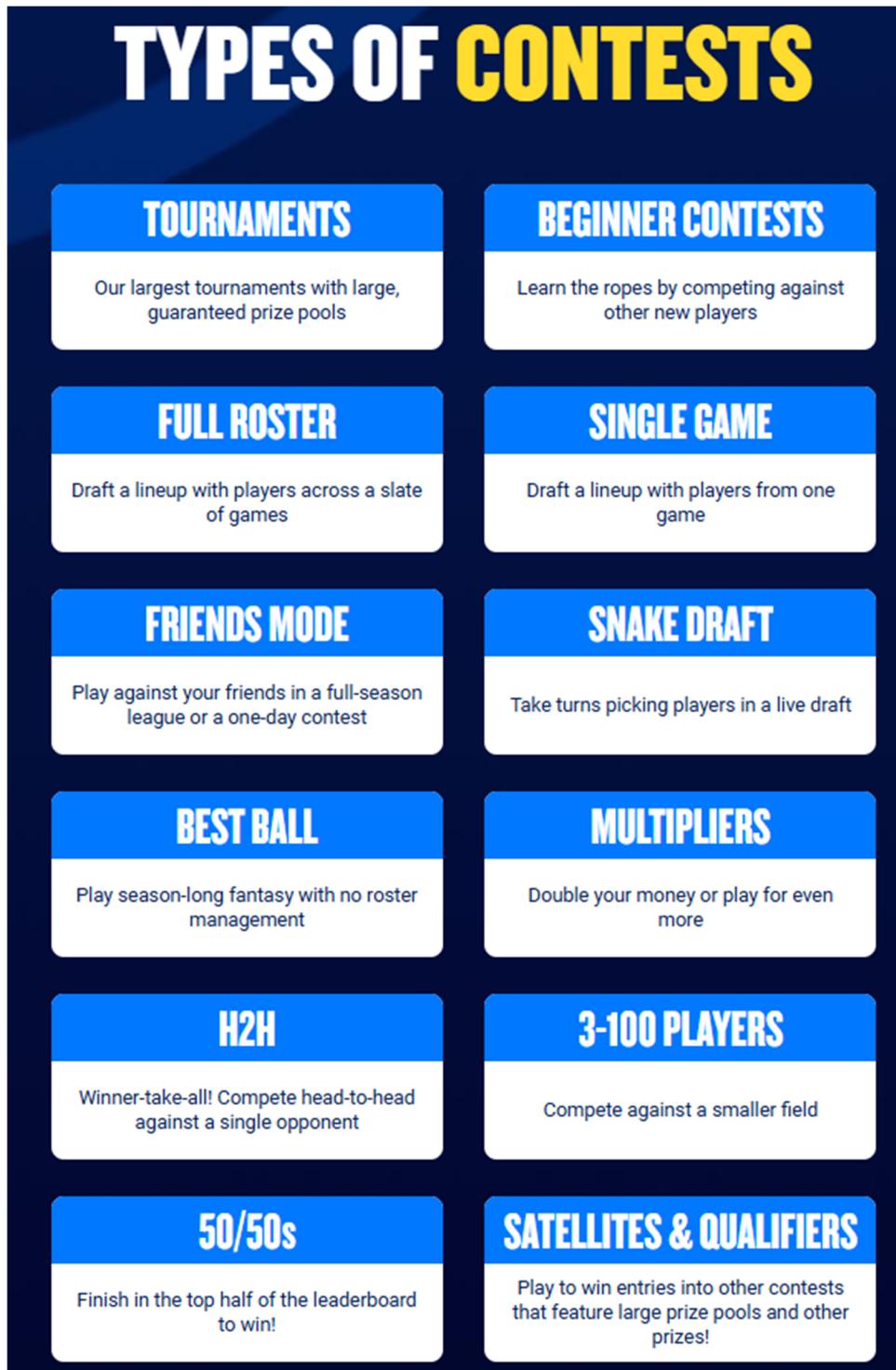
46. On the Gambling Websites, FanDuel provides the following step-by-step guidance on how to enter a FanDuel Fantasy contest, as shown in this screenshot taken in the summer of 2025:²⁰



¹⁹ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited December 4, 2025).

²⁰ <https://www.fanduel.com/daily-fantasy-sports> (last visited December 4, 2025).

1 47. Further down on the page, FanDuel identifies a number of Fantasy betting contest
 2 types, including (as shown in summer 2025):²¹



27 21 FanDuel also purports to offer a “free-to-play” option. Only contests where wagers or bets are
 28 made for items of value are at issue in this lawsuit. Accordingly, if the “free-to-play” option is
 actually free, it is outside the scope of Plaintiff’s claims.

1 48. Regardless of which FanDuel Fantasy contest type is selected, each contest has the
 2 same basic structure—users place bets with FanDuel regarding the expected future actual
 3 performance of athletes (i.e., in the underlying sporting games). FanDuel collects the sums bet and
 4 wagered by users and pools the bets and wagers together into a “prize pool.” FanDuel records the
 5 bets on its ledger (i.e., its “betting book”). The underlying sporting event occurs “in real life” (i.e.,
 6 at the relevant sporting arena(s)). FanDuel uses its records and the records from the sporting
 7 event(s) to determine the outcome of the “fantasy” contest. FanDuel pays out the winners from the
 8 prize pool. And finally, FanDuel determines the share of the prize pool of bets that it keeps.

9 49. For example, here are two examples of “Single Game Tournament” Fantasy contests
 10 that FanDuel was offering in California on June 28, 2025:

11 12 13 14 15 16 17 18

fanuel.com/contests/wnba/5405

FANTASY SPORTSBOOK HORSE RACING FACEOFF TV+
 FANDUEL FANTASY Lobby Upcoming Live History Rewards Friends Research
 Get cash REFER FRIENDS RP ? ? \$0 BALANCE Add funds

For You Single Game

Contest type State Experience level Minimum Price Maximum Price
 Tournament 5:00pm PDT WAS @ DAL \$9 \$9

Sort by: Featured Single entry only Exclude satellites Bulk entry

Fan of WNBA? Add it to your favorites to get contest recommendations you won't want to miss. Add WNBA to your favorites

\$4K Sat WNBA Shot \$1K to 1st 5:00pm PDT (WAS @ DAL) 529 of 529 \$4,000 GUARANTEED PRIZES \$1,000 TO FIRST \$9 entry 16 MAX

\$2K Sat WNBA Shot \$500 to 1st 5:00pm PDT (WAS @ DAL) 36 of 264 \$2,000 GUARANTEED PRIZES \$500 TO FIRST \$9 entry 7 MAX

19 50. In the first example, users are presented the option to bet on WNBA players who
 20 are competing in the Washington versus Dallas basketball game. Users were required to bet at least
 21 \$9 to participate, with 529 participants expected to enter the betting pool. As a result, the total prize
 22 pool collected by FanDuel for the contest was \$4,761. Despite pooling \$4,761 in bets, FanDuel
 23 elected to only make \$4,000 of the pooled bets available to payout as winnings, taking a rake of
 24 19% of total wagers.

25 51. Similarly, in the second example, users are presented the option to bet on the same
 26 basketball game. Once again, users were required to bet at least \$9 to participate, but the expected
 27 total entry population decreased to 264 participants. As a result, the total prize pool of bets collected

1 by FanDuel was \$2,376. Despite pooling \$2,376 in bets, FanDuel elected to only make \$2,000 of
 2 the pooled wagers available to payout as winnings, taking a rake of 18.8% of funds bet.

3 52. Here are several additional FanDuel Fantasy game types that were offered on June
 4 28, 2025:

Contest Type	Contest Name	Entry Status	Entries	Guaranteed Prizes	Total Pool	Entry Fee
Tournament	\$15K Sat MLB Squeeze	\$3K to 1st	1,101 of 1,984 65% FULL	\$15,000	\$3,000 TO FIRST	\$9 entry \$9 MAX
Multiplier	MLB \$2 Double Up (Beginners Only)	Single Game	1 of 11 9% FULL	\$20	\$4 TO FIRST	\$2 Single entry
Multiplier	MLB \$2 Double Up (Beginners Only)	Single Game	0 of 11 0% FULL	\$20	\$4 TO FIRST	\$2 Single entry
Tournament	\$1K Sat MLB Grand Slam	Single Entry	16 of 35 45% FULL	\$1,000	\$300 TO FIRST	\$33 Single entry
Tournament	\$800 Sat MLB Bunt	Single Entry	485 of 952 50% FULL	\$800	\$100 TO FIRST	\$1 Single entry

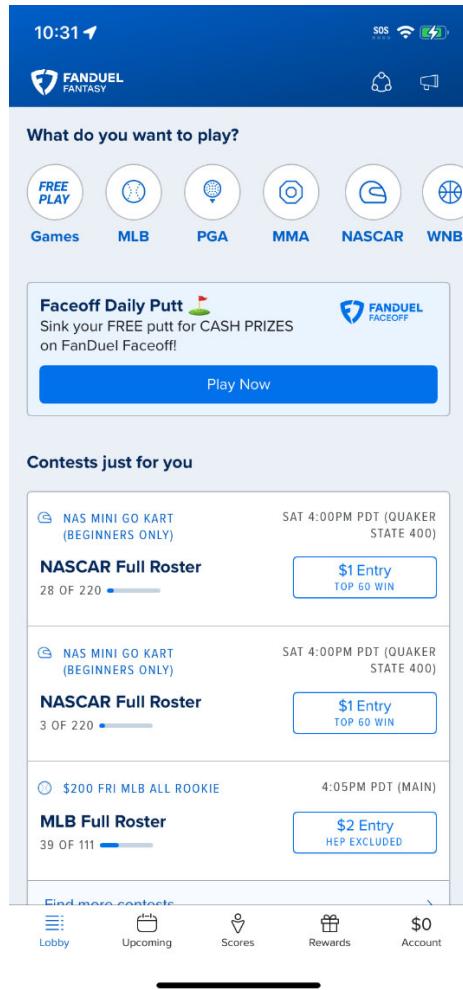
15 53. Looking at the fourth option down “1K Sat MLB Grand Glam” contest, the FanDuel
 16 Fantasy contest features a 6:30 PM baseball game between the Washington Nationals and the Los
 17 Angeles Angels, with the Angels playing at home in Anaheim, California. Users were required to
 18 bet at least \$33 to participate, with an expected 35 participants. As a result, the total betting prize
 19 pool collected by FanDuel was \$1,155. Despite pooling \$1,155 in bets, FanDuel elected to only
 20 make \$1,000 of the pooled funds available to payout winning bets, taking a rake of about 11.5%.

21 ///

22 ///

23 ///

1 54. The same basic structure remains true when FanDuel fantasy bets are placed on the
 2 FanDuel Fantasy apps:



19 55. For example, looking at the third option down on the image above, the “MLB Full
 20 Roster” contest, users were required to bet at least \$2 to participate, with an expected 11
 21 participants. As a result, the total prize pool collected by FanDuel was \$222. Despite pooling \$222,
 22 FanDuel elected to only make \$200 of the pooled wagers available to payout winning bets, taking
 23 a rake of about 11%.

24 56. Put simply, while the specific bet and wager amounts, number of participants, total
 25 betting funds pooled, payouts made, and funds retained by FanDuel vary from fantasy contest to
 26 fantasy contest, the same basic betting structure remains: users place bets with FanDuel regarding
 27 the expected future actual performance of athletes (i.e., in the underlying sporting games). FanDuel
 28 collects the sums wagered by users and pools the bets together into a “prize pool.” FanDuel records

1 the bets on its ledger (i.e., its “betting book”). The underlying sporting event occurs “in real life”
 2 (i.e., at the relevant sporting arena(s)). FanDuel uses its records and the records from the sporting
 3 event(s) to determine the outcome of the “fantasy” contest. FanDuel pays out the winners from the
 4 prize pool. And finally, FanDuel determines the share of the prize pool of bets that it keeps.

5 **c. FanDuel Daily Fantasy Is Different from Traditional Fantasy Sports in**
 6 **Many Important Ways.**

7 57. Moreover, as the examples shown above reflect, there are many critical differences
 8 between FanDuel Fantasy gambling contests and traditional fantasy sports.

9 58. First, unlike traditional fantasy sports that are played between friends and family,
 10 FanDuel Fantasy sets up contests between strangers through its Gambling Websites.²² Many of the
 11 FanDuel Fantasy contests offered include hundreds or thousands of participants, as compared to
 12 traditional fantasy sports, that might have had around a dozen participants.

13 59. Second, unlike traditional fantasy sports, in FanDuel Fantasy, FanDuel receives,
 14 pools, documents (i.e., books), and holds all participant bets and wagers until the end of the contest,
 15 when FanDuel uses its records (i.e., FanDuel’s betting book) to distribute a portion of the pooled
 16 bets and wagers to the winner(s).

17 60. Third, unlike traditional fantasy sports, in FanDuel Fantasy, FanDuel takes a portion
 18 of each pool of bets and wagers, even though it is not a participant in the contest.

19 61. Fourth, unlike traditional fantasy sports, in FanDuel Fantasy, the size of the bets and
 20 wagers, the number of participants, the pool size of bets and wagers, the prize pools made available
 21 as “winnings,” and the portions of the bets, wagers, and pools kept by FanDuel are all set by
 22 FanDuel.

23 62. Fifth, unlike traditional fantasy sports, in FanDuel Fantasy, the size of the bets and
 24 wagers, the number of participants, the pool sizes of bets and wagers collected, the prize pools

27 ²² In certain limited instances, it appears that users can play against individuals they know, but on
 28 information and belief, such transactions make up only a small portion of all FanDuel California-based bets.

1 made available as “winnings,” and the portions of the bets, wagers, and pools kept by FanDuel vary
 2 dramatically, even when betting on the same underlying professional sporting event.

3 63. Sixth, unlike traditional fantasy sports, in FanDuel Fantasy, FanDuel maintains
 4 records of all bets and wagers placed on FanDuel Fantasy, and uses those records (i.e., the betting
 5 books) to calculate post-contest payouts to participants from the pool of bets and wagers.

6 64. Seventh, unlike traditional fantasy sports, which generally last throughout an entire
 7 sports season (e.g., the NFL regular football season), FanDuel Fantasy generally involves short
 8 periods of participation and are designed to entice multiple rounds of repeat betting over the course
 9 of a day, a weekend, or a week.²³

10 65. Finally, unlike traditional fantasy sports, in FanDuel Fantasy, FanDuel offers users
 11 the opportunity to enter contests across a multitude of sporting types at the same time. For example,
 12 in June 2025, FanDuel offered its Fantasy contests for MLB, the WNBA, the NBA, and NASCAR,
 13 among others.

14 66. Ultimately, regardless of which FanDuel Fantasy contest-type users select, they
 15 have no control over the outcome of the fantasy game they have wagered on. The outcome is
 16 determined entirely based on athletes’ actual in-game performances (i.e., the athletes’ performances
 17 in the actual real life sporting events) and are entirely outside the control of the users of FanDuel
 18 Fantasy.²⁴

19 67. Moreover, “[c]hance affects the result not only as to the person or persons to receive
 20 the pool proceeds, but as to the amount received by any winning player, since more than one player
 21

22 ²³ In fact, online sports betting operators are facing lawsuits across the country related to the
 23 addictive nature of their online betting platforms. While those claims are not directly at issue in this
 24 lawsuit, because California law categorically prohibits FanDuel Fantasy under the Penal Code, the
 25 California legislature has also expressly noted the addictive nature of gambling: “Gambling can
 26 become addictive and is not an activity to be promoted or legitimized as entertainment for children
 27 and families.” Cal. Bus. & Prof. Code § 19801(c).

28 ²⁴ Plaintiff notes that he is specifically authorized by Federal Rule of Civil Procedure Rule 8(d)(2)
 29 to make his allegations in the alternative, and accordingly, alleges that the gambling contests
 30 offered in California by FanDuel constitute games of “chance” for purposes of those Penal Code
 31 Sections that prohibit lotteries and/or other games of chance, and constitute games of skill, to the
 32 extent skill is found to be a necessary element of certain claims made under Penal Code Section
 33 337a or otherwise.

may have selected the [same winning combination on] a particular day." *Finster*, 18 Cal. App. 3d at 845.

68. Put simply, the outcomes of the FanDuel Fantasy contests are contingent and unknown at the time the bets and wagers are made, collected, recorded (i.e., booked), and pooled by FanDuel. And as a result, FanDuel's Fantasy contests violate California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j.

2. FanDuel Solicits California Users Through a Comprehensive Advertising Campaign that Is Directed at California Consumers.

69. Online fantasy sports bet operators spend billions of dollars each year on advertising and marketing,²⁵ with MediaRadar reporting that FanDuel alone spends about a half-billion dollars each year.²⁶

70. The reason FanDuel spends hundreds of millions of dollars each year on advertisements and marketing is to expand and maintain its userbase, including within California, which is the largest daily fantasy market in the country.

71. For example, FanDuel runs extensive traditional TV advertisements (including within California) featuring celebrities and promotional offers to attract new customers. One recent “viral” example is the FanDuel “Kick of Destiny 2” commercial²⁷ featuring Rob Gronkowski during the 2024 Super Bowl. In the commercial, Gronkowski attempted a live field goal with \$10 million in bonus bets on the line for FanDuel customers. The commercial built on a previous 2023 “Kick of Destiny” campaign²⁸ where Gronkowski missed his attempt.

²⁵ *How Much Sportsbooks Spend on Marketing (2025 Updated Stats!)*, available online at <https://www.scaleo.io/blog/how-much-sportsbooks-spend-on-marketing-2024-updated-stats/> (last visited December 4, 2025)

²⁶<https://www.mediadarad.com/blog/blog/q4-2023-12-for-24-gambling> (last visited December 4, 2025); see also *Daily Fantasy Sports: Last Week Tonight*, available online at <https://www.youtube.com/watch?v=Mq785nJ0FXQ> (last visited December 4, 2025) (documenting extent of FanDuel and related companies' advertising).

²⁷ Available online at <https://www.youtube.com/watch?v=bXrhgATNVbE> (last visited December 4, 2025).

²⁸ Available online at <https://www.youtube.com/watch?v=cjiPkaGdbAQ> (last visited December 4, 2025).

72. And in the lead up to the 2025 Super Bowl, FanDuel continued to build on the campaign, this time instead featuring Peyton and Eli Manning.²⁹

73. Similarly, FanDuel's recently ran a TV ad featuring Charles Barkley focused on betting on the NBA leading up to and during the 2025 NBA finals.³⁰

74. Dozens of additional similar commercials are archived on FanDuel's official YouTube channel, which is available online at <https://www.youtube.com/@FanDuel/videos>.

75. In addition to TV ads, FanDuel also engages in extensive sponsorships and partnerships. Here are some of the relationships featured on the FanDuel website, including with MLB, NASCAR, the NBA, and the NFL:³¹

The FanDuel website features a "League Partners" section in a dark blue header. The header includes the FanDuel logo, a search bar, and navigation links for Press Room, Our Company, Impact, Resources, and a magnifying glass icon. Below the header, the "League Partners" section is titled "League Partners" and displays logos for seven sports: MLB, NASCAR, NBA, NFL, NHL, PGA, and PWHL. Each logo is accompanied by its respective name in a small, bold, sans-serif font.

²⁹ <https://www.youtube.com/watch?v=aBCEHatSaYI> (last visited December 4, 2025).

³⁰ <https://www.youtube.com/watch?v=L3kUtHtwkPw> (last visited December 4, 2025).

³¹ <https://press.fanduel.com/our-company/partners> (last visited December 4, 2025).

1 76. Other advertising mediums used by FanDuel include online ads, social media ads,
 2 and ads placed on podcasts.

3 77. FanDuel also extensively features promotions and referral programs to engage new
 4 and existing customers:³²

The image displays three screenshots of the FanDuel mobile application interface, each highlighting a different reward program:

- PROMOTIONS & REWARDS:** This section features a "Rewards Center" tab. It includes a "EARN CASH: REFER A FRIEND" section with a "More info" button, and a "Up and Adams Kick'em Pick'em World Cup F2P" section with a "\$5,000 IN PRIZES" banner and a woman's photo.
- VOUCHERS & TICKETS:** This section also features a "Rewards Center" tab. It shows a "Vouchers" section with a "Sunday Million NFL Contest" entry, and a "Fantasy Bonus Cash" section with a "\$15.00 in Bonus Cash" offer and a "Find a contest" button.
- FANDUEL PLAYERS CLUB:** This section features a "Rewards Center" tab. It includes a "More rewards from FanDuel" section with icons for SPORTSBOOK, CASINO, and FACEOFF, and a "Tickets" section with a "\$50 in tickets" offer and a "View your tickets" button.

1 78. Put simply, FanDuel has a comprehensive marketing and customer solicitation
 2 strategy, that includes soliciting new and existing customers to use FanDuel, including within
 3 California.

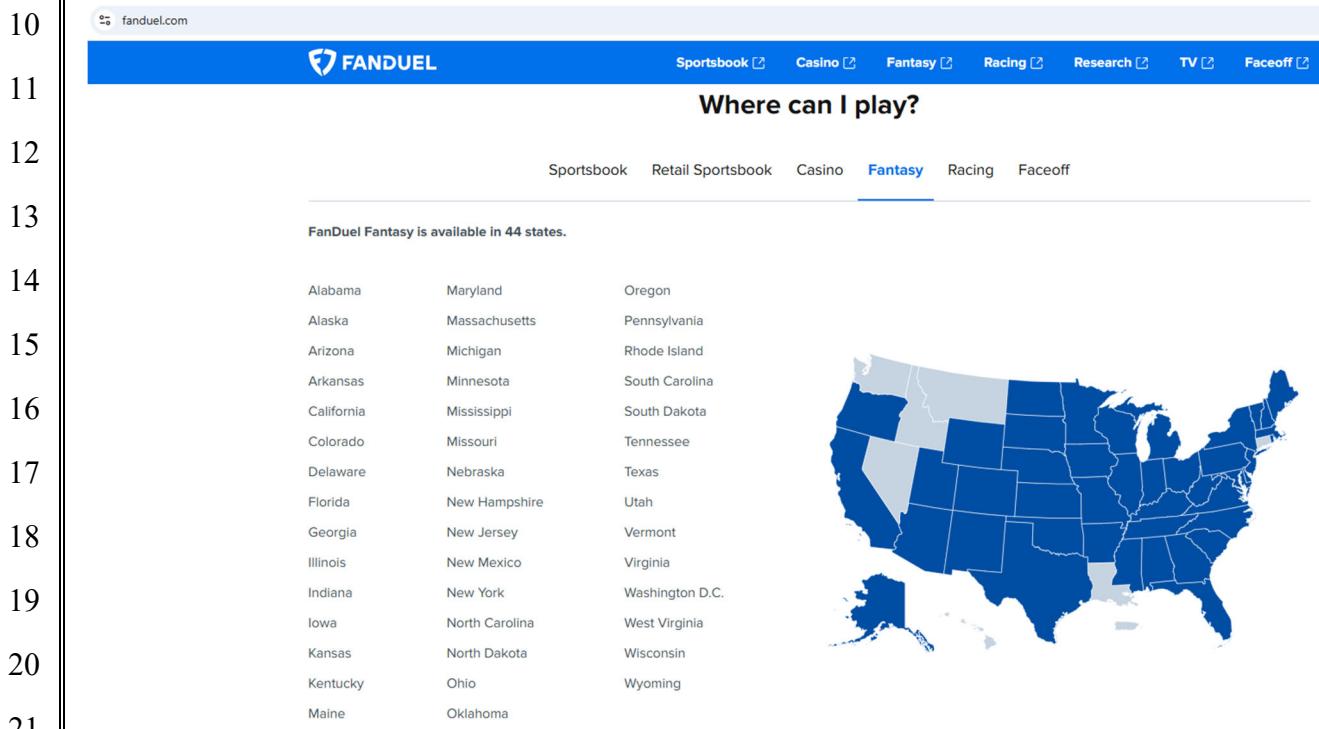
4 79. Those ads work, with hundreds of thousands (if not millions) of Californians using
 5 FanDuel's Gambling Websites to place bets and wagers on FanDuel Fantasy contests.

28 ³² <https://www.fanduel.com/daily-fantasy-sports> (last visited December 4, 2025).

1 **3. Once Potential Customers Arrive on the FanDuel Gambling Websites, They**
 2 **Are Repeatedly Assured that FanDuel Is Lawfully Operating in California.**

3 80. Well aware that customers would otherwise refuse to play its daily fantasy sports
 4 contests if they knew and understood those contests violated California criminal law, on its website,
 5 FanDuel repeatedly assures prospective customers that daily fantasy sports generally and FanDuel
 6 specifically are permitted in California.

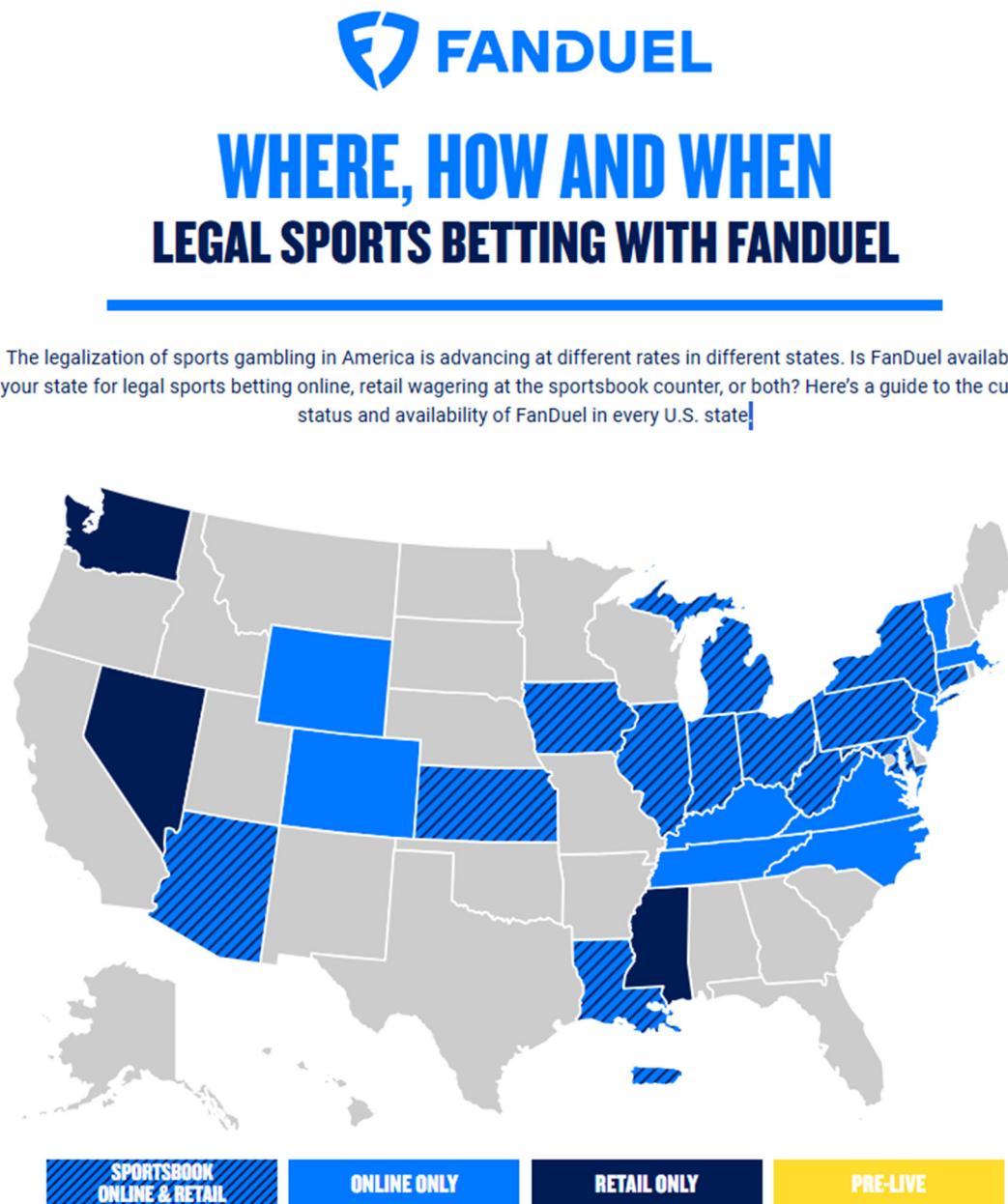
7 81. For example, on the main FanDuel landing page, FanDuel.com, one of the first
 8 sections a user encounters is entitled “Where can I play,” which features a map showing that
 9 FanDuel Fantasy is available in California (among many other states):



22 82. As FanDuel further explains on a related webpage, the “legalization of sports
 23 gambling in America is advancing at different rates in different states. Is FanDuel available in your
 24 state for legal sports betting online, retail wagering at the sportsbook counter, or both? Here’s a
 25 guide to the current status and availability of FanDuel in every U.S. state.”³³

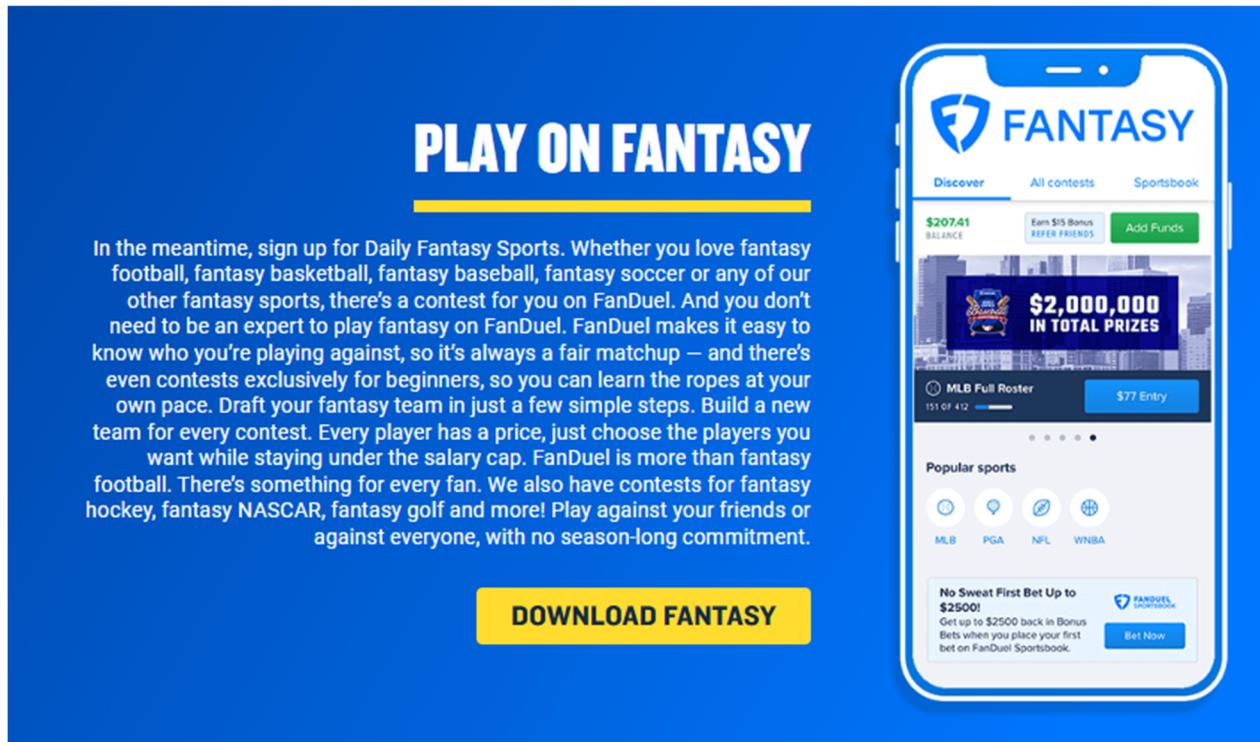
26
 27
 28 ³³ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited December 4, 2025).

83. Further, in contrast to its representations that FanDuel Fantasy is permitted and available in California, many other landing pages for other FanDuel products reflect that those other products are not legal in California. For example, here is the “Sports Betting” map and representations, showing that the “Sports Betting” FanDuel product is not legal in California:³⁴



³⁴ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited December 4, 2025).

1 84. Further, California users attempting to access the FanDuel “Sports Book” are
 2 directed by FanDuel to instead play FanDuel Fantasy in the “meantime,” reinforcing the impression
 3 that FanDuel Fantasy is already legal in California and that FanDuel is ensuring legal compliance:³⁵



16 85. Further, if a user attempts to explore the Gambling Websites before creating an
 17 account, he is expressly blocked from seeing many webpages until location sharing information is
 18 authorized, and once an account is created, location sharing is required in order to place bets.

19 86. These location sharing requirements lead users to understand and expect that
 20 FanDuel, “America’s #1 Sportsbook and the premier mobile sports betting operator in the U.S.,”³⁶
 21 is monitoring location information in order to ensure legal compliance by users.

22
 23
 24
 25
 26
 27 ³⁵ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited December 4, 2025).

28 ³⁶ <https://www.fanduel.com/about> (last visited December 4, 2025).

1 87. Moreover, throughout the Gambling Websites, FanDuel identifies different ages by
 2 state where customers can utilize the gambling products. For example, in the FanDuel Fantasy
 3 “Rules,”³⁷ FanDuel represents that the age requirements to participate in Fantasy vary by state:



5 Rules

6 In addition to our [Terms of Use](#) and [Privacy Policy](#) contests at FanDuel are governed by the following set of rules:

7 ▪ [Eligibility](#)

8 You must be 18 years of age (21 years of age or older in Massachusetts, Iowa, Louisiana & Arizona, 19 years of age or older in Alabama) or over as well as a resident of AND
 physically located in the USA or Canada to make a deposit or play in any FanDuel contest with an entry fee or prize. If you are physically located in Louisiana, eligibility varies
 by parish. If you are physically located in Hawaii, Connecticut, Idaho, Montana, Nevada, Washington, Puerto Rico or Ontario (Canada), you may enter free contests but
 cannot deposit funds or enter any contests requiring an entry fee. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under
 Texas state law. For further information regarding eligibility, please consult our official [Terms of Use](#).

9 88. Tellingly, while FanDuel expressly disclaims that it’s providing any legal
 10 representations as to legality in Texas, it makes no such limitation with regard to California.

11 89. Put simply, combined with FanDuel’s affirmative representations about where
 12 FanDuel Fantasy is permitted, these repeated representations lead users to understand that FanDuel,
 13 has carefully reviewed the gambling laws of California and other states and concluded that certain
 14 products are lawful in California and others are not, and that FanDuel is only offering the legal
 15 products.

16 90. Plaintiff’s and the Class’s (as defined below) reliance on such representations from
 17 FanDuel, “America’s #1 Sportsbook and the premier mobile sports betting operator in the U.S.,”³⁸
 18 were entirely reasonable, as FanDuel effectively holds itself out as an expert on the nuances of
 19 gambling law and regulation across the United States.

20 ///

21 ///

22 ///

23

24

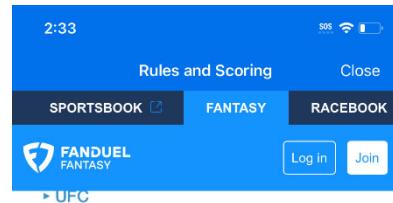
25

26

27 ³⁷ <https://www.fanduel.com/rules> (last visited December 4, 2025)

28 ³⁸ <https://www.fanduel.com/about> (last visited December 4, 2025).

91. Similar representations are made on the mobile apps, for example:



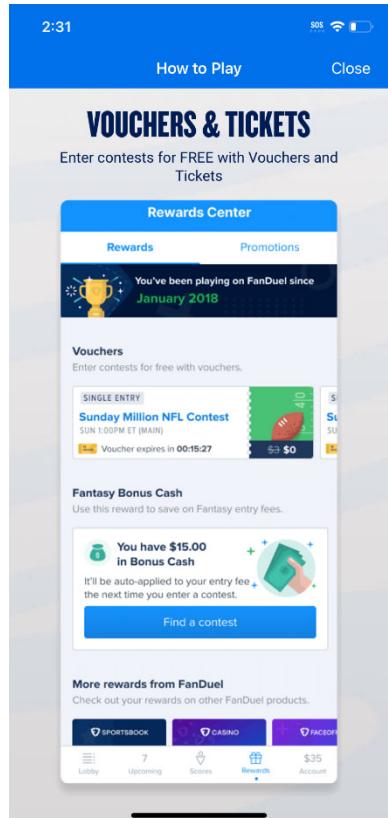
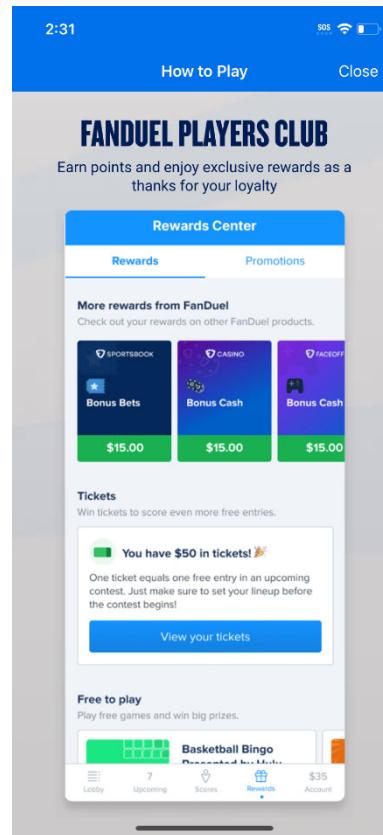
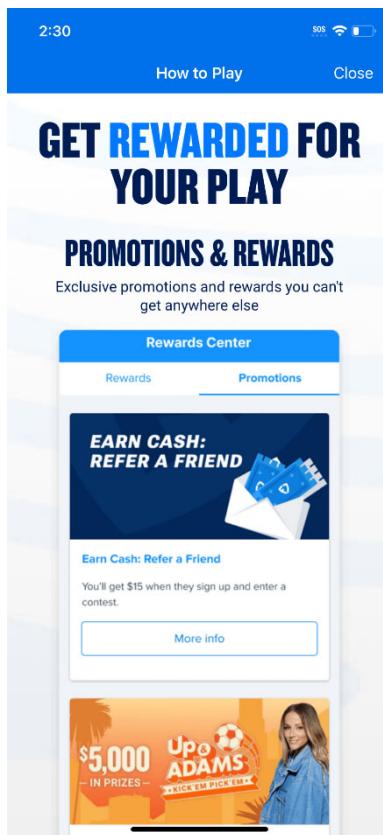
Rules

In addition to our [Terms of Use](#) and [Privacy Policy](#) contests at FanDuel are governed by the following set of rules:

▼ Eligibility

You must be 18 years of age (21 years of age or older in Massachusetts, Iowa, Louisiana & Arizona, 19 years of age or older in Alabama) or over as well as a resident of AND physically located in the USA or Canada to make a deposit or play in any FanDuel contest with an entry fee or prize. If you are physically located in Louisiana, eligibility varies by parish. If you are physically located in Hawaii, Connecticut, Idaho, Montana, Nevada, Washington, Puerto Rico or Ontario (Canada), you may enter free contests but cannot deposit funds or enter any contests requiring an entry fee. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law. For further information regarding eligibility, please consult our official [Terms of Use](#).

- ▶ Multiple Accounts
- ▶ Suspended Accounts
- ▶ User Names
- ▶ Daily Snake Drafts



1 92. Put simply, FanDuel intentionally and strategically leads—in fact, misleads—
 2 consumers into believing that its operation of the Gambling Websites in California is legal.

3 93. It is not.

4 **E. Plaintiff's Experiences.**

5 94. Plaintiff Gilbert Criswell resides in San Francisco, California.

6 95. Several years ago, in response to advertisements he had seen on television, Plaintiff
 7 created an account with FanDuel. Plaintiff observed advertisements on TV, social media, and over
 8 email. FanDuel represented to Plaintiff that the products and services it offered in California were
 9 legal, including by displaying a map at the end of TV commercials showing which jurisdictions
 10 FanDuel was authorized and legal to gamble in. The map showed California as an approved and
 11 legal jurisdiction.

12 96. Since that time, FanDuel has continued to represent to Plaintiff, including on the
 13 Gambling Websites themselves, that its services are legal in California.

14 97. In setting up and using his FanDuel account, Plaintiff expressly relied upon
 15 FanDuel's representations that the services it provides in California are legal.

16 98. If FanDuel had honestly and accurately disclosed the unlawful nature of its gambling
 17 operations in California, Plaintiff would not have created an account with FanDuel in California
 18 and would not have placed bets while in California through FanDuel's Gambling Websites.

19 99. Since creating his account, Plaintiff has lost money to FanDuel while in California.

20 100. If FanDuel had not solicited bets and wagers from Plaintiff while representing that
 21 such activities were legal (when, unknown to Plaintiff at the time, they in fact were not legal), he
 22 would not have made any of those bets or wagers and would not have paid any money to FanDuel.

23 101. Among other gambling options offered by FanDuel in California, Plaintiff
 24 specifically recalls placing bets on sports including football and baseball.

25 102. In Plaintiff's experience, FanDuel operates its Fantasy contests on a “pooled” or
 26 “percentage” model, where FanDuel collects bets and wagers from each user, records those bets
 27 and wagers (i.e., creates betting slips and a “betting book”), pools those bets and wagers into a
 28 “prize pool,” uses its records (i.e., the betting book) to determine “winners” and “losers,” and

1 eventually pays out the winner(s) from the pooled funds and keeps a portion or percentage of the
 2 bets and wagers for itself as a “rake.”

3 103. While Plaintiff has now discontinued the use of FanDuel while in California, he
 4 remains interested in online gambling in California, and if it becomes legal, he would continue to
 5 gamble online in California. Plaintiff may be tricked by FanDuel in the future into engaging in
 6 unlawful gambling in California if FanDuel continues to claim that its practices are legal.

7 104. Plaintiff’s sole reason for setting up an account with FanDuel and purportedly
 8 consenting to FanDuel’s terms of service (which he did not review and was not aware he was
 9 purportedly agreeing to at the time of account creation) was to gain access to the gambling services
 10 in California offered by FanDuel that he now understands violate California law.

11 105. Said differently, to the extent a contract was formed between Plaintiff and FanDuel,
 12 the sole purpose of that contract was to facilitate the unlawful gambling activities that are at issue
 13 in this Complaint.

14 106. Accordingly, Plaintiff’s contract with FanDuel (to the extent any such contract was
 15 otherwise ever formed), is void (and was void *ab initio*) pursuant to, among other authorities,
 16 California Civil Code Section 1667, which makes contracts invalid where the contract is: “1.
 17 Contrary to any express provision of the law; 2. Contrary to the policy of express law, though not
 18 expressly prohibited; or 3. Otherwise contrary to good morals.”

19 **F. Plaintiff’s Claims Are Not Subject to Arbitration.**

20 107. Plaintiff’s sole reason for setting up an account with FanDuel was to gain access to
 21 the gambling services in California offered by FanDuel that he now understands violate California
 22 law. He did not review and was not aware he was purportedly agreeing to any terms and conditions
 23 on FanDuel’s website at the time of account creation or otherwise.

24 108. Said differently, to the extent a contract was formed between Plaintiff and FanDuel,
 25 the sole purpose of the contract was to facilitate the unlawful gambling activities that are at issue
 26 in this Complaint.

27 109. Accordingly, Plaintiff’s contract with FanDuel (to the extent any such contract was
 28 otherwise ever formed) is void (and was void *ab initio*) pursuant to, among other authorities,

1 California Civil Code Section 1667, which makes contracts invalid where the contract is: “1.
 2 Contrary to an express provision of law; 2. Contrary to the policy of express law, though not
 3 expressly prohibited; or 3. Otherwise contrary to good morals.”³⁹

4 110. Moreover, even if a valid contract were otherwise formed (it was not) and was
 5 enforceable (it is not), under the plain terms of that supposed contract, numerous matters that are
 6 at issue in this action are excluded from arbitration and must be resolved by this Court *first* before
 7 any claims can be arbitrated:

8 **15.5 Exceptions**

9 15.5.1. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party
 10 may bring an action in state or federal court to protect its intellectual property rights (“intellectual
 11 property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not
 12 privacy or publicity rights).

13 15.5.2. **Either party may also seek a declaratory judgment or other equitable relief in a court
 14 of competent jurisdiction regarding whether a party's claims are time-barred or may be
 15 brought in small claims court.** Seeking such relief shall not waive a party's right to arbitration
 16 under this agreement, and **any filed arbitrations related to any action filed pursuant to this
 17 paragraph shall automatically be stayed (and any applicable statute of limitations tolled)
 18 pending the outcome of such action.**

19 15.5.3. Either party may elect to have disputes regarding whether a complaining party has satisfied
 20 the Initial Dispute Resolution procedures set forth in Section 15.1 resolved by a court as a precursor
 21 to arbitration.⁴⁰

22 111. Here, among other things, in the Third Cause of Action (below), Plaintiff, on behalf
 23 of himself and the Class (as defined below), seeks a declaratory judgment: (1) that FanDuel's
 24 operation of the Gambling Websites within California, including FanDuel Fantasy, violates
 25 California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) that FanDuel's
 26 contracts with Plaintiff and the Class (to the extent any were formed) are void or voidable,
 27 including, without limitation, pursuant to California Civil Code Section 1667; (3) determining the
 28

³⁹ Plaintiff expressly reserves his right to contest the FanDuel Terms of Service on additional and separate grounds in response to any motion brought by FanDuel or otherwise.

⁴⁰ Fan Duel Terms of Use Dated September 3, 2025 at ¶ 15.5, available online at <https://www.fanduel.com/terms> (last visited December 4, 2025) (emphasis added).

1 applicable statute of limitations for claims raised by Plaintiff and the Class;⁴¹ and (4) finding that
 2 Plaintiff and the Class cannot be required to pursue their claims in small claims court.

3 112. Prior to bringing this action, Plaintiff attempted to resolve his claims via informal
 4 resolution. In so doing, he complied with every requirement of Section 15.1 of the Terms of Use.
 5 But Plaintiff was in no way required to comply with Section 15.1 as Plaintiff did not agree to the
 6 Terms and was not bound by them.

7 **G. FanDuel's Affirmative Misrepresentations Have Tolled the Statute of Limitations.**

8 113. As detailed above, FanDuel has consistently and explicitly represented to the public
 9 and its customers, including Plaintiff and the Class (as defined below), that its operation of the
 10 Gambling Websites in California is permissible and legal.

11 114. Among other things, FanDuel has held itself out as an authority on gambling law
 12 and regulations, and induced Plaintiff and the Class to rely on its affirmative false representations
 13 and statements in order to secure Plaintiff's and the Class's use of the Gambling Websites and to
 14 keep Plaintiff and the Class using the unlawful Gambling Websites in California.

15 115. As a direct and proximate result of FanDuel's affirmative misrepresentations and
 16 statements, Plaintiff and the Class had no reason to believe that operation of the Gambling Websites
 17 was unlawful. In fact, just the opposite. They trusted and relied upon the purported expertise of
 18 FanDuel, "America's #1 Sportsbook and the premier mobile sports betting operator in the U.S.,"⁴²
 19 in California gambling law and regulation.

20 116. Plaintiff and the Class were unable to discover—and in fact, did not discover—the
 21 true and unlawful nature of the Gambling Websites on their own, as, on information and belief,
 22 FanDuel and others in the online gambling industry have inundated the internet and other publicly

23 ⁴¹ In its Terms of Use, FanDuel contends that any claims against it are subject to a one-year statute
 24 of limitation period. FanDuel Terms of Use Dated September 3, 2025 at ¶ 18.3, available online at
<https://www.fanduel.com/terms> (last visited December 4, 2025). Plaintiff, as detailed in Section
 25 V.G below, contend that all statutes of limitations periods have tolled, and alternatively, Plaintiff
 26 states that the applicable statute of limitations period is four years for claims arising under
 27 California's unfair competition law (First Cause of Action, below) and three years for claims arising
 under California's Consumer Legal Remedies Action (Second Cause of Action, below), not one
 year, as claimed by FanDuel. Accordingly, a present dispute exists between Plaintiff and FanDuel
 as to the applicable limitations period.

28 ⁴² <https://www.fanduel.com/about> (last visited December 4, 2025).

1 available resources (e.g., news articles and legal blogs) with claims that daily fantasy sports betting
 2 contests and other betting contests are legal in California.

3 117. When Plaintiff did finally learn the true unlawful nature of the Gambling Websites'
 4 operation in or about July of 2025, Plaintiff promptly filed this lawsuit.

5 **H. FanDuel Acted with Malice, Oppression, and Fraud.**

6 118. As detailed in this Complaint, FanDuel has acted with malice, oppression, and fraud.

7 119. FanDuel acted with malice, because, among other reasons and as otherwise detailed
 8 in this Complaint, FanDuel's conduct was despicable and was done with a willful and knowing
 9 disregard of the rights of the public, Plaintiff, and the Class (as defined below) because FanDuel
 10 knew (or should have known) that its gambling operations in California were illegal, but despite
 11 that induced Plaintiff and the Class to gamble and lose money through its Gambling Websites while
 12 in California. As the California legislature has repeatedly made clear, "no person in this state has a
 13 right to operate a gambling enterprise except as may be expressly permitted by the laws of this
 14 state." Cal. Bus. & Prof. Code § 19801(d).

15 120. FanDuel's conduct was oppressive because, among other reasons and as otherwise
 16 detailed in this Complaint, it was despicable and subjected Plaintiff and the Class to cruel and unjust
 17 hardship in knowing disregard of their rights, including by falsely inducing them to lose significant
 18 sums of money through the illegal gambling enterprise that FanDuel held out as being legal in
 19 California.

20 121. FanDuel's conduct was fraudulent, because, among other reasons and as otherwise
 21 detailed in this Complaint, FanDuel intentionally misrepresented and concealed the true nature of
 22 its unlawful gambling enterprise from Plaintiff and the Class by affirmatively representing that the
 23 Gambling Websites and associated contests were permissible and legal in California when FanDuel
 24 knew (or should have known) that such contests were not.

25 **I. Plaintiff and the Class Lack an Adequate Remedy at Law.**

26 122. Plaintiff and the Class (as defined below) have suffered an injury in fact resulting in
 27 the loss of money and/or property as a proximate result of Defendants' violation of law and
 28 wrongful conduct alleged herein, and they lack an adequate remedy at law to address the unfair

1 conduct at issue here. Legal remedies available to Plaintiff and Class are inadequate because they
 2 are not equally prompt and certain and in other ways efficient as equitable relief. Damages are not
 3 as equally certain as restitution because the standard that governs restitution is different than the
 4 standard that governs damages. As such, the Court may award restitution even if it determines that
 5 Plaintiff and the Class fail to sufficiently adduce evidence to support an award of damages. Further,
 6 damages and restitution are not the same amount. Unlike damages, restitution is not limited to the
 7 amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief,
 8 including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the
 9 original funds have grown far greater than the legal rate of interest would recognize. In short,
 10 significant differences in proof and certainty establish that any potential legal claim cannot serve
 11 as an adequate remedy at law.

123. Equitable relief is appropriate because Plaintiff and the Class may lack an adequate
 13 remedy at law if, for instance, damages resulting from their use of the Gambling Websites is
 14 determined to be an amount less than paid to use the Gambling Websites. Without compensation
 15 for the full amount paid, Plaintiff and the Class would be left without the remedy they are entitled
 16 to in equity.

17 **VI. CLASS ALLEGATIONS**

18 124. This action is brought and may properly proceed as a class action pursuant to Federal
 19 Rule of Civil Procedure Rule 23, including, without limitation, Sections (b)(1), (b)(2), and (b)(3)
 20 of Rule 23.

21 125. Plaintiff seek certification of the following class (the “Class”):

22 All California residents who placed a bet or wager on the Gambling
 23 Websites while in California.

24 126. The following people are excluded from the Class: (1) any Judge or Magistrate
 25 presiding over this action, members of their staffs (including judicial clerks), and members of their
 26 families; (2) Defendants, Defendants’ subsidiaries, parents, successors, predecessors, and any
 27 entity in which the Defendants or its parents have a controlling interest, and their current or former
 28 employees, officers and directors; (3) persons who properly execute and file a timely request for

1 exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on
 2 the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel, and non-attorney
 3 employees of their firms; and (6) the legal representatives, successors, and assigns of any such
 4 excluded persons.

5 127. FanDuel's practices have resulted in actual injury and harm to Plaintiff and Class
 6 members in the amount of deposits made with FanDuel and/or losses incurred on the Gambling
 7 Websites for bets or wagers placed while in California.

8 128. Plaintiff explicitly reserves his right to amend, add to, modify, and/or otherwise
 9 change the proposed class definition as discovery in this action progresses.

10 129. **Numerosity.** Plaintiff is informed and believes that there are hundreds of thousands
 11 or potentially millions of members of the Class. The Class is so large that the joinder of all of its
 12 members is impracticable. The exact number of members of the Class can be determined from
 13 information in the possession and control of FanDuel.

14 130. **Commonality.** FanDuel has acted or refused to act on grounds that apply generally
 15 to the Class. Absent certification of the Class, the relief sought herein creates the possibility of
 16 inconsistent judgments and/or obligations imposed on FanDuel and/or Plaintiff and the Class.
 17 Numerous common issues of fact and law exist, including, without limitation:

- 18 a. What gambling contests FanDuel offers in California.
- 19 b. What mediums (e.g., website, app, in person, etc.) FanDuel offers its
 20 gambling contests through in California.
- 21 c. The dates and number of gambling contests offered by FanDuel in
 22 California.
- 23 d. Whether FanDuel violates California Penal Code Section 319 by operating
 24 the Gambling Websites in California and allowing California residents to
 25 place bets and wagers on the Gambling Websites.
- 26 e. Whether FanDuel violates California Penal Code Section 320 by operating
 27 the Gambling Websites in California and allowing California residents to
 28 place bets and wagers on the Gambling Websites.

- 1 f. Whether FanDuel violates California Penal Code Section 321 by operating
- 2 the Gambling Websites in California and allowing California residents to
- 3 place bets and wagers on the Gambling Websites.
- 4 g. Whether FanDuel violates California Penal Code Section 330 by operating
- 5 the Gambling Websites in California and allowing California residents to
- 6 place bets and wagers on the Gambling Websites.
- 7 h. Whether FanDuel violates California Penal Code Section 330a by operating
- 8 the Gambling Websites in California and allowing California residents to
- 9 place bets and wagers on the Gambling Websites.
- 10 i. Whether FanDuel violates California Penal Code Section 337a by operating
- 11 the Gambling Websites in California and allowing California residents to
- 12 place bets and wagers on the Gambling Websites.
- 13 j. Whether FanDuel violates any additional sections of the California Penal
- 14 Code or other applicable California law and/or regulation by operating the
- 15 Gambling Websites in California and allowing California residents to place
- 16 bets and wagers on the Gambling Websites.
- 17 k. Whether FanDuel's violations of the California Penal Code give rise to
- 18 liability under California's unfair competition law.
- 19 l. Whether FanDuel is a "person" within the meaning of Section 1761(c) of the
- 20 California Consumer Legal Remedies Act ("CLRA").
- 21 m. Whether Plaintiff and Class members are "consumers" within the meaning
- 22 of Section 1761(d) of the CLRA.
- 23 n. Whether FanDuel's practices violate the following CLRA Sections, among
- 24 others:
 - 25 i. "Misrepresenting the source, sponsorship, approval, or certification
 - 26 of goods or services" (a)(2);
 - 27 ii. "Misrepresenting the affiliation, connection, or association with, or
 - 28 certification by, another" (a)(3);

iii. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have” (a)(5);

iv. “Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another” (a)(7);

v. "Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law"
(a)(14);

vi. "Representing that the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction" (a)(17); and

vii. "Inserting an unconscionable provision in the contract" (a)(19).

- o. Whether FanDuel's operation of the Gambling Websites should be enjoined in California.

p. The appropriate monetary model for calculating equitable restitution and/or equitable disgorgement.

q. Whether FanDuel's affirmative misrepresentations that the Gambling Websites are legal tolled any otherwise applicable statutes of limitations.

r. Whether any subset of claims held by the Class are barred by the statute of limitations.

s. Whether FanDuel's Terms of Service are valid and enforceable.

t. Whether Plaintiff and the Class can be forced to pursue their claims in small claims court.

131. **Predominance.** These common issues predominate over individualized inquiries in this action because centers around conduct that FanDuel engaged in and/or legal conclusions from

1 such conduct, and FanDuel's liability for its actions can be established as to all members of the
2 Class as discussed herein.

3 **132. Typicality.** Plaintiff's claims against FanDuel and experience with FanDuel are
4 typical, if not identical, to the claims and experiences of members of the Class because, among
5 other reasons, Plaintiff's claims arise from FanDuel's practices that are applicable to the entire
6 Class.

7 **133. Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of
8 the Class and has retained counsel competent and experienced in complex litigation and class
9 actions. Plaintiff's claims are representative of the claims of the other members of the Class, as
10 Plaintiff and each member of the Class lost money to FanDuel. Plaintiff also has no interests
11 antagonistic to those of the Class, and FanDuel has no defenses unique to Plaintiff. Plaintiff and his
12 counsel are committed to vigorously prosecuting this action on behalf of the Class and have the
13 financial resources to do so. Neither Plaintiff nor their counsel have any interest adverse to the
14 Class.

15 **134. Superiority.** There are substantial benefits to proceeding as a class action that
16 render proceeding as a class action superior to any alternatives, including that it will provide a
17 realistic means for members of the Class to receive equitable monetary relief; the equitable
18 monetary relief suffered by members of the Class may be relatively small; it would be substantially
19 less burdensome on the courts and the parties than numerous individual proceedings; many
20 members of the Class may be unaware that they have equitable recourse for the conduct alleged
21 herein; and because issues common to members of the Class can be effectively managed in a single
22 proceeding. Plaintiff and his counsel know of no difficulty that could be encountered in the
23 management of this litigation that would preclude its maintenance as a class action.

24 **135.** Plaintiff reserves the right to revise each of the foregoing allegations based on facts
25 learned through additional investigation and in discovery.

VII. CAUSES OF ACTION

A. First Cause of Action: Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, ("UCL") on Behalf of Plaintiff and the Class.

136. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 134, inclusive, of this Complaint.

137. FanDuel, Plaintiff, and Class are “persons” within the meaning of the UCL.

138. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice,” each of which is separately actionable.

139. FanDuel's practices of operating the Gambling Websites within California are "unlawful" within the meaning of the UCL because, among other things, the operation of the Gambling Websites violates California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j because, among other reasons, in the course of business and in the course of trade and commerce, FanDuel has:

a. Operated illegal lotteries and/or games of chance in violation of Penal Code Sections 319, 320, 321, 330a, and 337j by operating the Gambling Websites and FanDuel Fantasy contests in California.⁴³

b. Operated banking and/or percentage gambling games in violation of Penal Code Section 330 by operating the Gambling Websites and FanDuel Fantasy contests in California.

c. Engaged in pool selling in violation of Penal Code Section 337(a)(1) by operating the Gambling Websites and FanDuel Fantasy contests in California.⁴⁴

⁴³ Plaintiff notes that he is specifically authorized by Federal Rule of Civil Procedure Rule 8(d)(2) to make his allegations in the alternative, and accordingly, alleges that the gambling contests offered in California by FanDuel constitute games of “chance” for purposes of those Penal Code Sections that prohibit lotteries and/or other games of chance, and constitute games of skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code Section 337a or otherwise.

⁴⁴ Plaintiff expressly states his allegations of “pool selling” as an alternative to his “banking game” allegation, to the extent there is any inconsistency between these allegations.

- d. Engaged in bookmaking in violation of Penal Code Section 337(a)(1) by operating the Gambling Websites and FanDuel Fantasy contests in California.
- e. Violated Penal Code Section 337(a)(3) by “receiv[ing], hold[ing], or forward[ing] . . . money . . . staked, pledged, bet or wagered . . upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the result, or purported result, of any lot, chance, casualty, unknown or contingent event whatsoever” by operating the Gambling Websites and FanDuel Fantasy contests in California.
- f. Violated Penal Code Section 337(a)(4) by “record[ing], or register[ing] any bet or bets, wager or wagers, upon the result . . . of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the result, or purported result, of any lot, chance, casualty, unknown or contingent event whatsoever” by operating the Gambling Websites and FanDuel Fantasy contests in California.
- g. Violated Penal Code Section 337(a)(6) by “[o]ffer[ing] or accept[ing] any bet or bets, or wager or wagers, upon the result . . . of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus” by operating the Gambling Websites and FanDuel Fantasy contests in California.

1 140. The California Attorney General has confirmed that “California law prohibits the
 2 operation of daily fantasy sports games.”⁴⁵

3 141. FanDuel’s operation of the Gambling Websites within California is also unlawful
 4 within the meaning of the UCL because FanDuel has violated the CLRA, as alleged in the Second
 5 Cause of Action, below.

6 142. FanDuel’s operation of the Gambling Websites within California is also unlawful
 7 within the meaning of the UCL because FanDuel has violated the California Business and
 8 Professions Code, because “no person in this state has a right to operate a gambling enterprise
 9 except as may be expressly permitted by the laws of this state.” Cal. Bus. & Prof. Code § 19801(d).

10 143. The acts and practices of FanDuel as alleged herein also constitute “unfair” business
 11 acts and practices under the UCL because FanDuel’s conduct is unconscionable, immoral,
 12 deceptive, unfair, illegal, unethical, oppressive, and/or unscrupulous. Further, the gravity of
 13 FanDuel’s conduct outweighs any conceivable benefit of such conduct.

14 144. FanDuel has, in the course of business and in the course of trade or commerce,
 15 undertaken and engaged in unfair business acts and practices by tricking consumers into believing
 16 operation of the Gambling Websites are lawful in California, when in fact, they are not, causing
 17 Plaintiff and the Class to be tricked out of tens of millions of dollars.

18 145. Plaintiff and the Class have suffered injury in fact—in the form of all amounts paid
 19 to FanDuel and/or the total of net losses on the Gambling Websites run by FanDuel for bets placed
 20 within California—as a result of FanDuel’s unlawful and unfair business acts and practices and are
 21 at substantial risk of continuing to lose money and be injured by those acts and practices if the
 22 practices are not enjoined.

23 146. Plaintiff seeks all available remedies under the UCL, including an order providing
 24 restitution and/or disgorgement in the form of all amounts paid to FanDuel by Plaintiff and the
 25 Class and/or the total of net losses on the Gambling Websites by Plaintiff and the Class for bets
 26 placed within California.

27
 28

⁴⁵ AG Opinion at 1, available online at <https://oag.ca.gov/system/files/attachments/press-docs/23-1001.pdf>.

1 147. Plaintiff further seeks an order enjoining the unlawful practices.

2 148. Plaintiff and members of the proposed Class have no adequate remedy at law and
3 are therefore entitled to restitution, disgorgement, and/or the imposition of a constructive trust to
4 recover the amount of Defendants' ill-gotten gains, and/or other sums as may be just and equitable.

5 149. Plaintiff and the Class further seek their attorneys' fees and costs pursuant to
6 California Code of Civil Procedure Section 1021.5 because Plaintiff and the Class seek to enforce
7 "an important right affecting the public interest" in bringing this UCL claim and this action.

8 **B. Second Cause of Action: Violation of California's Consumer Legal Remedies Act,
9 California Civil Code §§ 1750 *et seq.*, on Behalf of Plaintiff and the Class.**

10 150. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
11 134, inclusive, of this Complaint.

12 151. At all relevant times, Plaintiff and Class members were "consumers" within the
13 meaning of the CLRA, as they were individuals seeking or acquiring, by purchase or lease, goods
14 or services for personal, family, or household purposes.

15 152. FanDuel's actions and conduct constituted transactions for the sale or lease of goods
16 or services to consumers under the terms of the CLRA, namely the selling of the unlawful gambling
17 goods and services that are at issue in this action through the Gambling Websites.

18 153. FanDuel violated the CLRA by, among other things:

- 19 a. "Misrepresenting the source, sponsorship, approval, or certification of goods
20 or services" (a)(2);
- 21 b. "Misrepresenting the affiliation, connection, or association with, or
22 certification by, another" (a)(3);
- 23 c. "Representing that goods or services have sponsorship, approval,
24 characteristics, ingredients, uses, benefits, or quantities that they do not have
25 or that a person has a sponsorship, approval, status, affiliation, or connection
26 that the person does not have" (a)(5);

- d. “Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another” (a)(7);
- e. “Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law” (a)(14);
- f. “Representing that the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction” (a)(17); and
- g. “Inserting an unconscionable provision in the contract” (a)(19).

154. FanDuel's actions and misrepresentations were material, and FanDuel's violations of the CLRA were a substantial factor in causing Plaintiff and the Class to lose money.

155. As a direct and proximate consequence of these actions, Plaintiff and the Class suffered injury.

156. FanDuel's conduct was malicious, fraudulent, and wanton in that it intentionally and knowingly provided misleading information to Plaintiff and the Class for Defendants' own benefit to the detriment of Plaintiff and the Class.

157. The CLRA provides robust enforcement tools for consumers, including:

- a. Prohibiting the waiver of any substantive rights provided for under the CLRA. *Id.* § 1750
- b. Requiring that the CLRA “shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.” *Id.* § 1760.
- c. Establishing a substantive right to litigate in the forum where the transaction occurred and/or where the consumer lives. *Id.* § 1780(d).
- d. Establishing a substantive right to pursue class claims. *Id.* § 1781; *see also id.* § 1752.

- 1 e. Authorizing injunctive relief. *Id.* § 1780(a)(2)
- 2 f. Authorizing actual damages. *Id.* § 1780(a)(1).
- 3 g. Authorizing restitution of unlawfully taken sums. *Id.* § 1780(a)(3).
- 4 h. Authorizing punitive damages. *Id.* § 1780(a)(4).
- 5 i. Authorizing statutory damages of \$1,000 per violation. *Id.* § 1780(a)(1).
- 6 j. Authorizing statutory damages of \$5,000 per injured individual, where the
- 7 unlawful conduct was directed against the elderly or the disabled. *Id.* §
- 8 1780(b)(1).
- 9 k. Requiring that the Court “shall award court costs and attorney’s fees to a
- 10 prevailing plaintiff in litigation.” *Id.* § 1780(e).

11 158. On October 8, 2025, Plaintiff sent the notice required under Section 1782(d) of the
 12 CLRA to Defendant. Plaintiff seeks all available remedies under the CLRA, including, without
 13 limitation, actual, punitive, and statutory damages.

14 **C. Third Cause of Action: Declaratory Judgment, 28 U.S.C. § 2201, on Behalf of Plaintiff
 15 and the Class.**

16 159. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
 17 134, inclusive, of this Complaint.

18 160. The Declaratory Judgement Act, 28 U.S.C. § 2201, provides that “any court of the
 19 United States, upon the filing of an appropriate pleading, may declare the rights and other legal
 20 relations of any interested party seeking such declaration, whether or not further relief is or could
 21 be sought.”

22 161. An actual, present, and justiciable controversy has arisen between Plaintiff and the
 23 Class (on the one hand) and FanDuel (on the other hand) regarding whether: (1) FanDuel’s
 24 operation of the Gambling Websites within California, including FanDuel Fantasy, violates
 25 California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) FanDuel’s contracts
 26 with Plaintiff and the Class (to the extent any were formed) are void or voidable, including, without
 27 limitation, pursuant to California Civil Code Section 1667; (3) the applicable statute of limitations

1 for claims raised by Plaintiff and the Class;⁴⁶ and (4) Plaintiff and the Class are required to pursue
 2 their claims in small claims court.

3 162. Plaintiff seeks a declaration in his favor on behalf of himself and the Class that: (1)
 4 FanDuel's operation of the Gambling Websites within California, including FanDuel Fantasy,
 5 violates California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) FanDuel's
 6 contracts with Plaintiff and the Class (to the extent any were formed) are void or voidable,
 7 including, without limitation, pursuant to California Civil Code Section 1667; (3) the applicable
 8 statute of limitations for claims raised by Plaintiff and the Class has been tolled since the inception
 9 of FanDuel's commencement of operations in California and/or in the alternative, that Plaintiff's
 10 and the Class's First Cause of Action is subject to a four year limitations period and their Second
 11 Cause of Actions is subject to a three year limitations period; and (4) Plaintiff and the Class are not
 12 required to pursue their claims in small claims court.

13 **D. Fourth Cause of Action: Violation of Penal Code section 496(c), on Behalf of Plaintiff
 14 and the Class.**

15 163. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
 16 134, inclusive, of this Complaint.

17 164. As alleged above, FanDuel's advertisements induced Plaintiff to wager significant
 18 amounts of money on the false pretense that its sports betting platform was legal in California. Its
 19 purpose in making these false pretenses was to illegally take money from Plaintiffs.

20 165. Pursuant to California Penal Code section 496(a) receiving property "that has been
 21 obtained in any manner constituting theft" is a criminal offense punishable by imprisonment.
 22 Pursuant to California law, procuring funds by false pretenses constitutes a violation of Section
 23

24 ⁴⁶ In its Terms of Use, FanDuel contends that any claims against it are subject to a one-year statute
 25 of limitation period. FanDuel Terms of Use Dated September 3, 2025 at ¶ 18.3, available online at
<https://www.fanduel.com/terms> (last visited December 4, 2025). Plaintiff contends that all statutes
 26 of limitations periods have tolled, and alternatively, Plaintiff states that the applicable statute of
 27 limitations period is four years for claims arising under California's unfair competition law (First
 28 Cause of Action, above) and three years for claims arising under California's Consumer Legal
 Remedies Action (Second Cause of Action, above), not one year, as claimed by FanDuel.
 Accordingly, a present dispute exists between Plaintiff and FanDuel as to the applicable limitations
 period.

1 496(a). Pursuant to Section 496(c), any person that violates Section 496(a) is liable for three times
 2 the actual damages as well as attorney's fees.

3 166. Defendant's conduct alleged above constitutes a violation of Penal Code section
 4 496(a) entitling Plaintiff to the relief provided by Section 496(c) including treble damages and
 5 reasonable attorney's fees.

6 **VIII. PRAYER FOR RELIEF**

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

- 9 a. Certifying the proposed Class pursuant to Rule 23, appointing
 10 Plaintiff as Class Representative, and appointing Plaintiff's counsel as
 11 Class Counsel;
- 12 b. Declaring that FanDuel is financially responsible for notifying the
 13 Class members of the pendency of this suit;
- 14 c. Finding that FanDuel has committed the violations of law alleged
 15 herein;
- 16 d. Declaring and resolving the disputed points raised in the Third Cause
 17 of Action;
- 18 e. Providing for any and all injunctive relief the Court deems
 19 appropriate;
- 20 f. Awarding monetary relief, including but not limited to restitution in
 21 an amount that the Court or jury will determine, in accordance with
 22 applicable law;
- 23 g. Providing for any and all other monetary relief the Court deems
 24 appropriate;
- 25 h. Awarding Plaintiff his reasonable costs and expenses of suit,
 26 including attorney's fees;
- 27 i. Awarding pre- and post-judgement interest to extent the law allows;
- 28 j. Providing such further relief as this Court may deem just and proper.

1 Respectfully submitted,

2 Dated: December 5, 2025

3 By: /s/ Margot Cutter
4 Margot Cutter, SBN 306789
5 Charlie B. Stevens, SBN 324425
6 **CUTTER LAW P.C.**
7 401 Watt Avenue
8 Sacramento, CA 95864
9 Telephone: 916-290-9400
10 E-mail: mcutter@cutterlaw.com

11 Wesley M. Griffith, SBN 286390
12 **ALMEIDA LAW GROUP LLC**
13 111 W. Ocean Blvd, Suite 426
14 Long Beach, CA 90802
15 Telephone: 310-896-5813
16 E-mail: wes@almeidalawgroup.com

17 David A. McGee, *pro hac vice* to be filed
18 **ALMEIDA LAW GROUP LLC**
19 3133 Connecticut Ave NW
20 Washington DC, 20008
21 Telephone: (202) 913-5681
22 E-mail: dmcgee@almeidalawgroup.com

23 F. Peter Silva II, SBN 348070
24 Katherine M. Aizpuru, *pro hac vice* to be filed
25 Robert M. Devling, *pro hac vice* to be filed
26 **TYCKO & ZAVAREEI LLP**
27 2000 Pennsylvania Avenue, NW, Suite 1010
28 Washington, District of Columbia 20006
Telephone: 202-973-0900
E-mail: psilva@tzlegal.com
E-mail: kaizpuru@tzlegal.com
E-mail: rdevling@tzlegal.com

29 James Bisborrow, *pro hac vice* to be filed
30 Michael Piggins, *pro hac vice* to be filed
31 **WEITZ & LUXENBERG PC**
32 700 Broadway
33 New York, NY 10003
34 Telephone: 212-344-5461
35 E-mail: jbisborrow@weitzlux.com
36 E-mail: afreedman@weitzlux.com

37 Christopher Nienhaus, *pro hac vice* to be filed
38 **ALMEIDA LAW GROUP LLC**
39 849 W. Webster Ave
40 Chicago, IL 60614
41 Telephone: 708-529-5418
42 E-mail: chris@almeidalawgroup.com

43 *Counsel for Plaintiff and the Proposed Class*

1
2 **IX. DEMAND FOR TRIAL BY JURY**

3 Plaintiff, on behalf of himself and the putative Class, hereby respectfully demands a trial by
4 jury on all claims for which a jury trial is available.

5 Dated: December 5, 2025

6 By: /s/ Margot Cutter
7 Margot Cutter, SBN 306789
8 Charlie B. Stevens, SBN 324425
9 **CUTTER LAW P.C.**
10 401 Watt Avenue
11 Sacramento, CA 95864
12 Telephone: 916-290-9400
13 E-mail: mcutter@cutterlaw.com

14 Wesley M. Griffith, SBN 286390
15 **ALMEIDA LAW GROUP LLC**
16 111 W. Ocean Blvd, Suite 426
17 Long Beach, CA 90802
18 Telephone: 310-896-5813
19 E-mail: wes@almeidalawgroup.com

20 David A. McGee, *pro hac vice* to be filed
21 **ALMEIDA LAW GROUP LLC**
22 3133 Connecticut Ave NW
23 Washington DC, 20008
24 Telephone: (202) 913-5681
25 E-mail: dmcgee@almeidalawgroup.com

26 James Bisborrow, *pro hac vice* to be filed
27 Michael Piggins, *pro hac vice* to be filed
28 **WEITZ & LUXENBERG PC**
29 700 Broadway
30 New York, NY 10003
31 Telephone: 212-344-5461
32 E-mail: jbilsborrow@weitzlux.com
33 E-mail: afreedman@weitzlux.com

34 Christopher Nienhaus, *pro hac vice* to be filed
35 **ALMEIDA LAW GROUP LLC**
36 849 W. Webster Ave
37 Chicago, IL 60614
38 Telephone: 708-529-5418
39 E-mail: chris@almeidalawgroup.com

40 *Counsel for Plaintiff and the Proposed Class*