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**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

DALLAS HOLYK, individually and on)	Case No. '25CV2606 GPC MSB
behalf of all others similarly situated,)	
	)
Plaintiff,)	CLASS ACTION COMPLAINT
	)
v.)	JURY TRIAL DEMANDED
	)
BLITZ STUDIOS, INC. d/b/a)	
SLEEPER)	
	)
Defendant.)	
	)

Plaintiff Dallas Holyk (“Plaintiff”), individually and on behalf of all others similarly situated, hereby alleges the following against Defendant Blitz Studios, Inc. d/b/a Sleeper (“Defendant” or “Sleeper”), based upon, *inter alia*, the investigation made by his counsel, and based upon information and belief, except as to those allegations and experiences specifically pertaining to Plaintiff which are based upon his personal knowledge.

NATURE OF THE CASE

1. This case arises out of Defendant’s operation of an illegal sports betting platform masquerading as Daily Fantasy Sports (“DFS”) contests.

2. Defendant owns and operates one of the most popular and profitable

1 online and app-based fantasy-sports platform, Sleeper, available at www.sleeper.com.

2 3. Sleeper, for years, has falsely represented to consumers and the public that
3 its daily fantasy sports contests is legal and legitimate in California. But in reality,
4 Defendant owns and operates an unlicensed sports betting platform. By operating
5 unlicensed sports betting, Defendant has violated California laws, engaged in illegal
6 deceptive active, and unjustly enriched itself to the tune of millions of dollars.

7 4. Daily fantasy sports platforms generally entice consumers to choose either
8 player statistics or fantasy teams of real-world athletes and pit those teams against
9 teams created by other participants. The outcome—who “wins” and who “loses”—is
10 dictated not by skill, but by the actual, real-world chance performance of the athletes
11 on the fantasy teams.

12 5. Sleeper allows users to access “games” that are not “fantasy.” But these
13 are not fantasy games. Instead, these games are plainly illegal online sports bets. For
14 example, Defendant’s platform allows consumers to wager on how individual real-
15 world athletes will perform against performance benchmarks unilaterally set by
16 Defendant. Consumers are not competing against one another, but in reality, they are
17 betting against the house—Sleeper—who sets sophisticated betting lines designed to
18 ensure its own profit. Nor is it “fantasy,” because consumers are not betting on
19 imaginary teams of athletes, but simply betting on the performance of real-world
20 athletes.

21 6. Thus, in truth, the “fantasy sports” contests are, undoubtedly, online sports
22 betting.

23 7. To deceive consumers, Sleeper has branded itself as a “fantasy sports”
24 platform, which is simply a title to mislead regulators and consumers into believing it
25 offers harmless gameplay instead of unlawful sports betting.

26 8. Sleeper players deposit money, stake entry fees, and win or lose depending
27 entirely on the uncertain performance of third-party athletes in real-world professional
28 and collegiate sporting events.

9. California law flatly prohibits sports betting. Penal Code § 337a makes it

1 illegal to “lay, make, offer or accept any bet or wager upon the result” of any contest
2 of skill, speed, or endurance of persons or animals. The California Attorney General
3 recently confirmed that DFS contests, including Pick’em and Draft Style formats, fall
4 squarely within this prohibition and constitute unlawful gambling.

5 10. Sleeper profits by offering these unlawful contests to California
6 consumers. It collects entry fees, retains a guaranteed rake from every contest, and
7 structures payouts so that the overwhelming majority of players lose money. By
8 operating and profiting from illegal gambling, Sleeper violates California’s Unfair
9 Competition Law, Consumers Legal Remedies Act, and multiple state and federal
10 gambling statutes.

11 11. Sleeper compounds the illegality by deceptively marketing its contests as
12 “fantasy sports” and/or “games of skill,” while concealing their true nature as
13 proposition and wagers. Reasonable consumers are misled into believing they are
14 participating in lawful fantasy sports contests when in fact they are placing unlawful
15 sports bets against the house.

16 12. Online sports betting is highly addictive and strictly regulated in
17 California. By law, except for limited carveouts not applicable here, California outright
18 bans sports wagering. Defendant’s operations flout these legal requirements by
19 masquerading as a “Daily Fantasy Sports” platform.

20 13. Plaintiff, individually and on behalf of all other similarly situated, brings
21 this action to stop Sleeper from unlawfully operating sports-betting contests in
22 California, to secure restitution and damages for consumers who paid entry fees into
23 these illegal games, and to obtain injunctive relief preventing Sleeper from continuing
24 to profit from unlawful gambling.

25 **PARTIES**

26 14. At all times material hereto, Plaintiff has been a resident of San Diego
27 County, California.

28 15. Defendant is a corporation organized and existing under the laws of
Delaware and with its principal place of business in Nevada. Defendant owns and

1 operates an illegal sports betting platform and app under the brand "Sleeper." Sleeper
2 conducts business within the venue of this District and throughout California generally.

3 **JURISDICTION AND VENUE**

4 16. This Court has jurisdiction over this action under the Class Action
5 Fairness Act of 2005. Pursuant to 28 U.S.C. §1332(d), this Court has subject matter
6 jurisdiction because (1) the amount in controversy, exclusive of costs and interest,
7 exceeds the sum of \$5,000,000.00, (2) the proposed Class is comprised of at least 100
8 members, and (3) complete diversity exists between at least one plaintiff, or class
9 member, or class member and one defendant.

10 17. This Court has personal jurisdiction over Defendant because it regularly
11 conducts business and activities in this District, including activities that form the basis
12 for the claims here, and a substantial part of the acts and omissions complained of
13 occurred in this District. Moreover, Plaintiff resides in this District.

14 18. Venue is proper in this District under 28 U.S.C. §1391 because Plaintiff
15 resides in this District, and a substantial part of the events or omissions giving rise to
16 the claim occurred in this District, including Sleeper's unlawful actions.

17 19. Moreover, Defendant actively disseminates targeted advertisements
18 within the state with the intent of promoting and selling its products and services to
19 consumers there. As such, Defendant does business with sufficient minimum contacts
20 in California.

21 20. Defendant has purposefully directed its activities toward this District.

22 21. Defendant has purposefully availed itself of the privileges of conducting
23 activities in this District.

24 22. Defendant's claim arises out and relates to Defendant's forum-related
25 activities.

26 23. The exercise of jurisdiction over Defendant is reasonable.

27 24. Upon information and belief, Defendant localizes its game for each
28 market where it is distributed, including the United States.

1 25. Upon information and belief, Defendant has held, placed or deposited
2 hundreds of thousands, if not millions, of dollars in wagers from California residents,
3 most of which are repeat purchases by the same customers, by contracting with the
4 customers to take their bets and other goods in exchange for legal tender.

5 26. Sleeper facilitates ongoing economic activity between thousands of
6 California players and Defendant.

7 27. Upon information and belief, Defendant directly controls whether
8 consumers in California can complete purchases from Sleeper.

9 28. Upon information and belief, Defendant has the capability to determine
10 where its customers are from, including whether purchases are being made from
11 California.

12 29. Upon information and belief, Defendant has the capability to prevent
13 California residents from completing purchases or placing wagers in Sleeper but has
14 chosen to accept those purchases and wagers from California residents. For example,
15 other gambling applications prevent transactions from residents of states where
16 gambling is unlawful.

17 30. Upon information and belief, Defendant has taken no steps to restrict
18 California residents' access to Sleeper or to restrict the ability of California residents to
19 make purchases from Sleeper.

20 31. Upon information and belief, Defendant distributes its Sleeper app, in part,
21 via the Apple app store and Google play store, both of which are headquartered in
22 California.

23 32. Upon information and belief, in order to distribute Sleeper via the Apple
24 app store and Google play store, Defendant entered into a developer agreement with
25 Apple and Google.

26 33. Upon information and belief, Defendant advertises Sleeper in the United
27 States, including in this District. Those advertisements include linear media, social
28 media advertisements and/or advertisements in other mobile applications.

34. Upon information and belief, these advertisements for Sleeper were designed and directed to attract consumers in the United States, including this District, to play Sleeper.

35. Upon information and belief, Defendant has the capability of targeting its Sleeper advertisements by geography and the capability of excluding residents of California from the reach of Defendant's advertisements.

36. Upon information and belief, Defendant partners with certain companies to serve targeted online ads at users of other companies' websites, games and online services. Upon information and belief, these ads are targeted at players that Defendant identifies as potentially interested in Sleeper, including residents of California.

37. Upon information and belief, Defendant utilizes unique device identifiers and Google Advertising ID and IP addresses in connection with these targeted ads. This information allows Defendant to identify the geographic location of its ad targets, including whether they are in California.

38. Upon information and belief, Defendant has taken no steps to restrict its advertisements for Sleeper from reaching residents of California.

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

40. Plaintiff further alleges, upon information and belief, that the claims asserted in this complaint arise out of or are related to each of the Defendant's professional and commercial activities within California, and therefore the Defendant is subject to the specific jurisdiction of the courts of this state.

FACTUAL BACKGROUND AND COMMON ALLEGATIONS

I. The Problem of Online Sports Betting

41. Gambling addiction in the United States has escalated into a significant public health crisis, fueled by the rapid expansion of online casinos and sports betting

platforms, including so called “social casinos.”

42. Since the Supreme Court's 2018 decision to legalize sports betting, the number of states with legal sportsbooks has surged from 1 to 38, with total sports wagers increasing from \$4.9 billion in 2017 to \$121.1 billion in 2023.¹ This proliferation has been accompanied by a dramatic rise in gambling addiction cases.²

43. Approximately 2.5 million adults in the U.S. suffer from severe gambling problems, while an additional five to eight million experiencing significant issues.³ Alarming, individuals with gambling disorders are 15 times more likely to commit suicide than the general population.⁴

44. Between 2018 and 2021, the Nation Council on Problem Gambling (NCPG) estimated that the risk of gambling addiction grew by 30%. NCPG has also seen significant increases in calls, texts and chats to the National Problem Gambling Helpline—roughly a 45% increase in calls between 2021 and 2022.⁵

45. Further, internet searches for help with gambling addiction, such as “am I addicted to gambling”, have cumulatively increased 23% nationally since *Murphy v. NCAA* through June 2024. This corresponds with approximately 6.5 to 7.3 million searches for gambling addiction help-seeking nationally, with 180,000 monthly

¹ <https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-sports-betting?utm> (last accessed July 29, 2025).

² *See id.*

³ <https://news.harvard.edu/gazette/story/2025/01/online-gambling-is-on-the-rise-panel-says-we-need-to-act-now/#:~:text=The%20National%20Council%20on%20Problem%20Gambling%20estimates%20tha,t%20about%202.5,of%20callers%20is%20skewing%20younger>. (last accessed July 29, 2025).

⁴ [https://www.who.int/news-room/fact-sheets/detail/gambling#:~:text=A%20Swedish%20study%20estimated%20that,the%20general%20p,opulation%20\(4\)](https://www.who.int/news-room/fact-sheets/detail/gambling#:~:text=A%20Swedish%20study%20estimated%20that,the%20general%20p,opulation%20(4)) (last accessed July 29, 2025).

⁵ <https://www.ncpgambling.org/news/ncpg-statement-on-the-betting-on-our-future-act/> (last accessed July 29, 2025).

1 searches at its peak.⁶

2 46. The surge in gambling addiction is particularly pronounced among young
3 men, with 10% exhibiting behaviors indicative of gambling addiction, compared to 3%
4 of the general population.⁷ Online sports betting platforms have been identified as
5 significant contributors to this trend. These platforms often employ addictive design
6 features, such as count-down timers to pressure users into placing hasty bets.

7 47. The addiction and fallout related thereto is not limited to gamblers. It has
8 a ripple effect that negatively impacts spouses, partners, children, and employers.
9 Moreover, despite the growing prevalence of gambling addiction, funding for treatment
10 remains insufficient.

11 48. In California, it is illegal wager on sports. *See generally* Cal. Penal Code
12 §§ 330 *et. seq.* In this regard, California has a long history of regulating attempts to
13 win money based on the outcome of sporting events.

14 ***II. California Law Flatly Prohibits Sports Wagering.***

15 49. California has long prohibited sports wagering as a matter of statute and
16 deep-rooted public policy.

17 50. Since statehood, California has strictly regulated and prohibited gambling
18 activities that involve staking money on uncertain events. Article IV, § 19 of the
19 California Constitution bans lotteries, directs the Legislature to prohibit “casinos of the
20 type currently operating in Nevada and New Jersey,” and requires statutory safeguards
21 against unauthorized forms of gambling.

22 51. Consistent with these constitutional commands, Penal Code § 337a, which
23 prohibits wagering on sports, makes it unlawful to “lay[], make[], offer[] or accept[]
24 any bet or bets, or wager or wagers, upon the result, or purported result, of any trial, or

25 ⁶ [https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-](https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-sports-betting?utm)
26 [sports-betting?utm](https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-sports-betting?utm) (last accessed July 29, 2025).

27 ⁷ [https://apnews.com/article/sports-betting-compulsive-gambling-addiction-](https://apnews.com/article/sports-betting-compulsive-gambling-addiction-d4d0b7a8465e5be0b451b115cab0fb15)
28 [d4d0b7a8465e5be0b451b115cab0fb15](https://apnews.com/article/sports-betting-compulsive-gambling-addiction-d4d0b7a8465e5be0b451b115cab0fb15) (last accessed July 29, 2025).

1 purported trial, or contest, or purported contest, of skill, speed or power of endurance
2 of person or animal, or between persons, animals, or mechanical apparatus.”

3 52. California courts consistently construe this prohibition broadly. In *Western*
4 *Telcon, Inc. v. California State Lottery*, 13 Cal. 4th 475, 485 (1996), the California
5 Supreme Court explained that a “bet” or “wager” means a “promise to give money or
6 money’s worth upon the determination of an uncertain or unascertained event in a
7 particular way.” The Supreme Court emphasized that betting remains need not be a
8 game of chance and remains unlawful even if it involves skill or judgment rather than
9 pure chance.

10 53. California has carved out limited statutory exceptions—none of which are
11 applicable here—but otherwise bans all forms of sports betting.

12 ***III. Daily Fantasy Sports are Illegal Sports Wagers***

13 54. On July 3, 2025, California Attorney General Rob Bonta issued a
14 published opinion (No. 23-1001), holding that daily fantasy sports (“DFS”) contests—
15 specifically, “pick’em and “draft-style” contests—are illegal sports betting in violation
16 of Penal Code § 337a.

17 55. Attorney General Bonta expressly held that California law “prohibits the
18 operation of daily fantasy sports games with players physically located within
19 California, regardless of where the operators and associated technology are located.”
20 As explained in the Opinion, players pay money to participate in contests where they
21 win or lose based entirely on the real-world performance of athletes in sporting events.
22 Because the “success” of the DFS player depends on those uncertain, external athletic
23 events, the entry fees constitute unlawful wagers within the plain meaning of § 337a.

24 56. California is no outlier. Attorney General Bonta’s conclusion is consistent
25 with the uniform view of regulators nationwide. Attorneys General in Mississippi,
26 Texas, Georgia, West Virginia, and Nevada, as well as gaming commissions in Arizona,
27 Virginia, Wyoming, and Florida, have unanimously recognized DFS contests as a form
28 of sports betting when offered under general gambling prohibitions.

57. To date, no regulator has concluded otherwise absent express statutory

1 carve-outs . In California, no such carve-out exists.

2 ***IV. “Pick’Em” Contests Are Nothing More Than Proposition Bets***

3 58. In “pick’em” contests, players wager on the performance of specific
4 athletes on specified statistical metrics. For example, a player may be asked to predict
5 whether Steph Curry will score more than 20 points, or whether Jimmy Butler will
6 collect more than 7 rebounds, in a given game.

7 59. The Attorney General concluded that pick’em contests violate Penal Code
8 § 337a because entry fees are bilateral wagers between the consumer and the operator:
9 the operator sets thresholds, the consumer pays money to predict whether the outcome
10 will be above or below the line, and both sides have a direct financial stake in the
11 outcome of the game. And the real-world sporting events clearly constitute contests of
12 skill.

13 60. Pick’em contests are materially indistinguishable from proposition or
14 parlay bets offered by traditional sportsbooks. Regulators in Virginia, Arizona, and
15 Florida have explicitly categorized pick’em as “proposition betting,” one of the most
16 common and recognition forms of sports wagering.⁸

17 61. It is irrelevant whether DFS operations, like Sleeper, argue that skill over
18 chance predominates in making predictions. California law does not require chance to
19 predominate for an activity to constitute betting or wagering. *Western Telcon*, 13 Cal.
20 4th at 485. As the Attorney General noted, even highly skilled horse-race betting falls
21 within the reach of § 337a.

22 62. Operators also cannot avoid liability by claiming that pick’em contests
23 involve outcomes other than the final score of the game, such as an athlete’s point total
24 or rebounds collecting. The “result” of a sporting contest under § 337a includes any
25 consequential athletic outcome, such as an individual’s point total, rebound total, or

26 ⁸ See, e.g., 2023 Ops.Va.Atty.Gen. 133 (Dec. 12, 2023); Wyoming Gaming Commission,
27 letter to PrizePicks, July 5, 2023; Florida Gaming Control Commission, letter to Betr, Sept.
28 19, 2023.

1 completion percentage. Proposition betting on these “results” is squarely within the
2 statute.

3 ***V. “Draft-Style” Contests Are Also Unlawful Bets on Third-Party***
4 ***Performances***

5 63. In “draft-style” contests, players pay entry fees to build rosters of
6 professional athletes subject to salary-cap or other rules. Each roster or team
7 accumulates points based on the athletes’ performance in real-world games, and prizes
8 are awarded to the highest-scoring teams. Thus, “winners” are not determined by
9 chance, but rather by the real-world statistics in a single game. As with pick’em games,
10 whether a player wins or loses money depends on the outcome of the underlying sports
11 game.

12 64. Because DFS players do not themselves compete in the underlying
13 sporting event, their entry fees are indistinguishable from wagers on the performance
14 of others. Hence why, Attorney General Bonta confirmed that draft-style DFS contests
15 also fall squarely within under Penal Code § 337a.

16 65. California courts have long distinguished between (a) paying an entry fee
17 to *participate* in a contest (e.g., a golf tournament or spelling bee), and (b) *wagering*
18 on the outcome of contests played by others. *Ex parte McDonald* (1927) 86 Cal.App.
19 362, 363-366. DFS players fall into the latter, illegal category—they are not competing
20 on the field of play but are instead betting on athletes who do. A players’ financial gain
21 or loss will be determined by the results of a sports game played by others.

22 66. This Court agrees. In *Los Angeles Turf Club v. Horse Racing Labs, LLC*,
23 No. CV 15-09332, 2017 WL 11634526 (C.D. Cal. May 15, 2017), this Court held that
24 entry fees in a fantasy horse-racing contest were “wagers” as to the outcome of a
25 horserace. The court analogized DFS entry fees to the “pot” in poker—funded by entry
26 fees and distributed to winners—finding the contest indistinguishable from gambling
despite some level of skill involved. *Id.* at *9.

27 67. Similarly, the IRS Office of Chief Counsel likewise concluded in
28 Memorandum No. AM 2020-009 (July 23, 2020), that that DFS entry fees are “wagers”

1 subject to the federal wagering excise tax.

2 68. Every state Attorney General or regulator that has analyzed DFS draft-
3 style contests under a general sports-betting prohibition has reached the same
4 conclusion: it is illegal gambling (i.e., wagers on the uncertain performance of others),
5 not a lawful contest, and fall within the scope of gambling prohibitions.

6 ***VI. Daily Fantasy Sports Inflicts the Same Social Harms That Led California***
7 ***to Ban Sports Betting***

8 69. In 1909, California enacted Penal Code § 337a amid widespread concern
9 about the “ruinous effect” of racetrack betting, which legislators likened to an
10 “infectious disease, easily caught and exceedingly hard to shake off,” that destroyed
11 families and drove individuals to financial ruin.

12 70. The Legislature’s intent was to curb addiction, financial ruin, and related
13 harms. Contemporary accounts emphasized that gambling losses often led individuals
14 to “steal[] from their employers in order to gamble at the races” and to chase losses
15 with ever-increasing stakes.

16 71. The same dangers are inherent in DFS contests. Operators allow
17 consumers to enter hundreds of lineups per contest, charge entry fees ranging from a
18 few dollars to thousands, and design payout structures that ensure operator profit while
19 causing the vast majority of players to lose.

20 72. DFS is uniquely dangerous because it combines the addictive qualities of
21 in-game sports betting with the accessibility and immediacy of mobile app platforms.
22 As the Attorney General emphasized, DFS contests encourage precisely the same loss-
23 chasing behavior that § 337a was enacted to prevent. The rapid-fire pace of contests,
24 coupled with ease of mobile accessibility, exacerbates the risk of addiction and
25 financial harm.

26 73. DFS contests, like Sleeper, therefore, inflicts the same social and financial
27 harms that motivated California to prohibit sports betting more than a century ago, and
28 it violates the same statutory protections today.

VII. Daily Fantasy Sports Are Merely a Digital Reincarnation of Illegal Sports Betting

74. The mechanics of DFS mirror those of traditional sports wagering that California law has long prohibited. Like traditional sportsbooks, DFS operators induce consumers to stake money on the uncertain performance of real-world athletes in real-world sporting events.

75. DFS “pick’em” contests replicate typical proposition bets, requiring consumers to predict whether individual athletes will exceed or fall below a statistical line set by the operator. This is no different from a sportsbook bet on whether a player will score a certain number of points or rebounds in a given game.

76. DFS “draft-style” contests replicate parlay wagering, in which bettors make multiple predictions simultaneously. Players assemble rosters of athletes whose combined performance determines the outcome—functionally the same as a parlay bet spanning multiple sporting events.

77. In both formats, players pay entry fees that constitute wagers because they are promises to give money depending on the outcome of uncertain future sporting events. Just as in traditional sports betting, players do not control or influence the athletic contests; they merely bet on them.

78. The Attorney General confirmed that DFS contests are “materially indistinguishable” from traditional sports wagering, concluding that both involve staking money on the results of sports competitions in violation of Penal Code § 337a.

79. Thus, DFS contests, like Sleeper’s, constitute nothing more than unlawful sports betting disguised as fantasy games. Indeed, it is simply the latest iteration of sports betting—delivered and gamified through addictive mobile apps instead of racetracks or betting parlors—that California law has long outlawed to shield consumers from the well-documented, historical dangers of gambling.

80. By operating these contests in California, Defendant engages in conduct expressly prohibited by Penal Code § 337a.

1 ***VIII. Sleeper uses “Daily Fantasy Sports” contests to Disguise Illegal Sports***
2 ***Betting.***

3 81. Defendant Sleeper operates a website and mobile application available in
4 California that offers consumers the ability to deposit real money, enter paid contests,
5 and win cash prizes based on the real-world performance of professional athletes.

6 82. Sleeper advertises itself as a “fantasy sports” platform to avoid gambling
7 regulations and trick potential players into believing that it offers legal contests. But
8 this is false. In reality, Sleeper’s contests are structured as sports wagers prohibited by
9 California law. Players risk money on uncertain athletic outcomes, and Sleeper, as the
10 operator, profits by retaining a portion of the entry fees paid by consumers.

11 83. Players can access Sleeper either through the internet website or on Apple
12 and Android devices in the United States through the App Store and Play Store,
13 respectively.

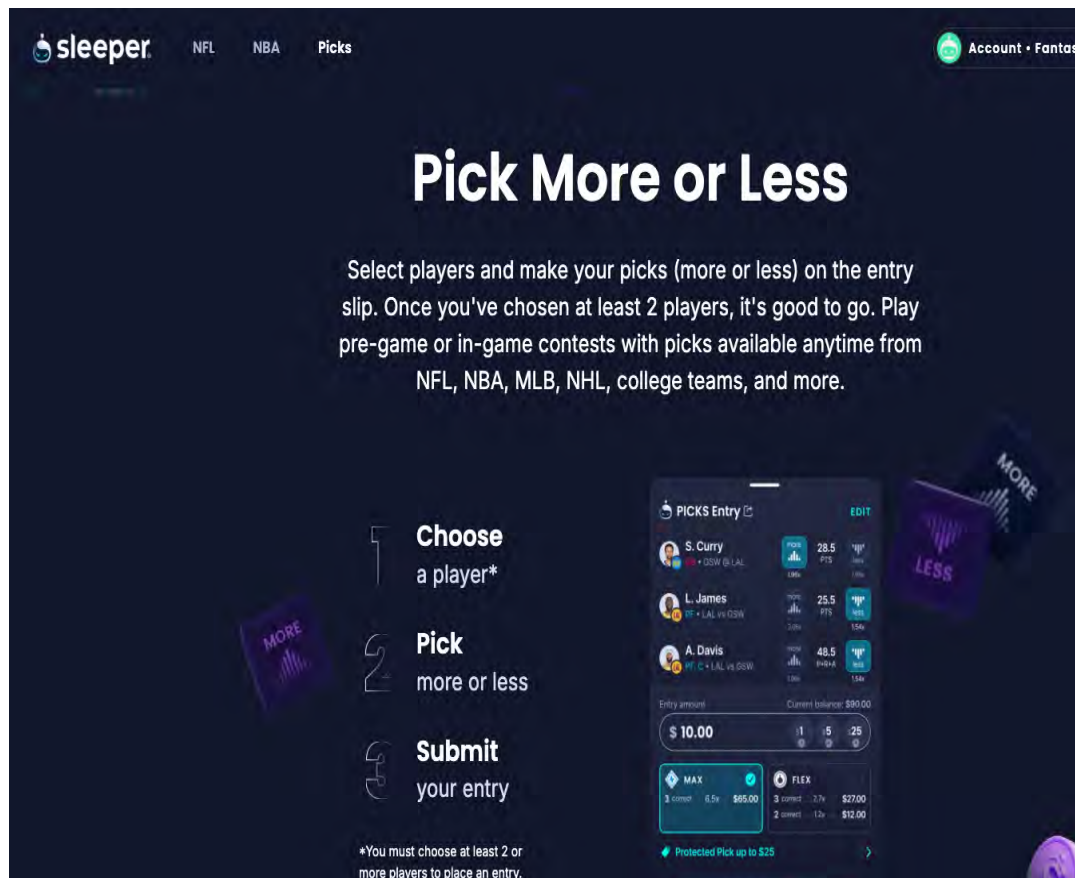
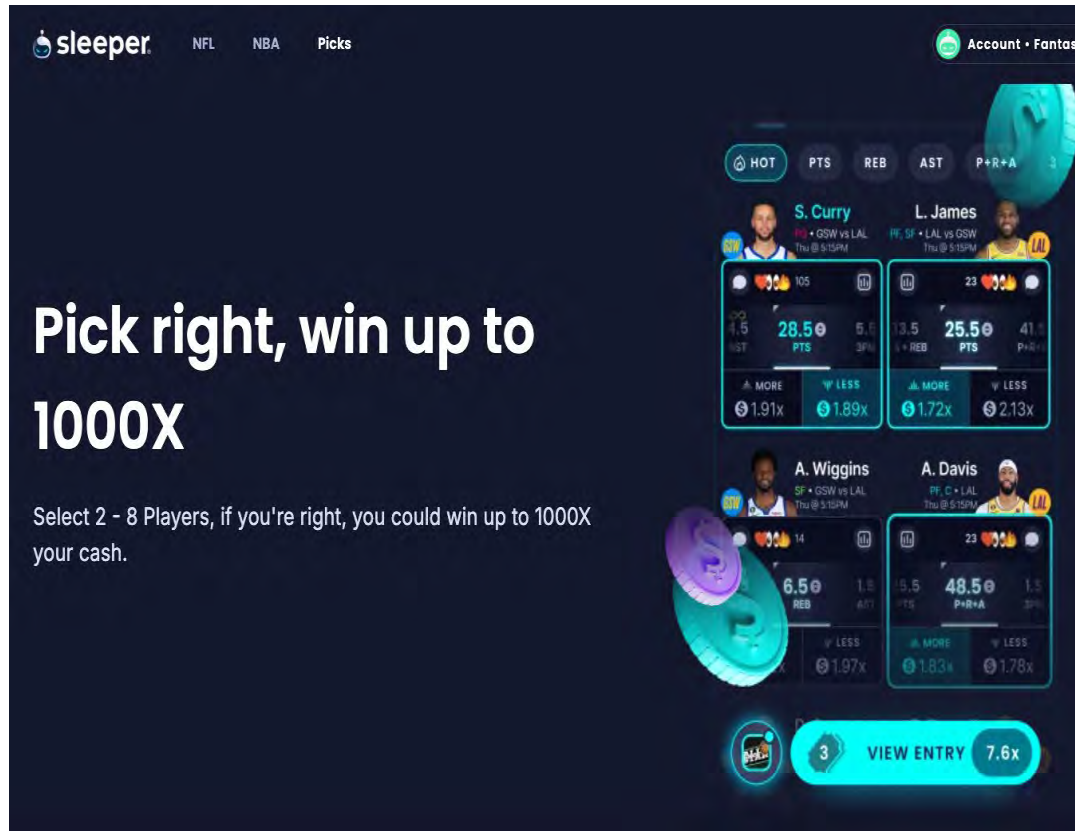
14 84. Sleeper still offers California players at least one of those DFS contest
15 formats: “Pick’em” (referred to as “Sleeper Picks”).

16 ***a. Sleeper’s “Pick’em” Contests***

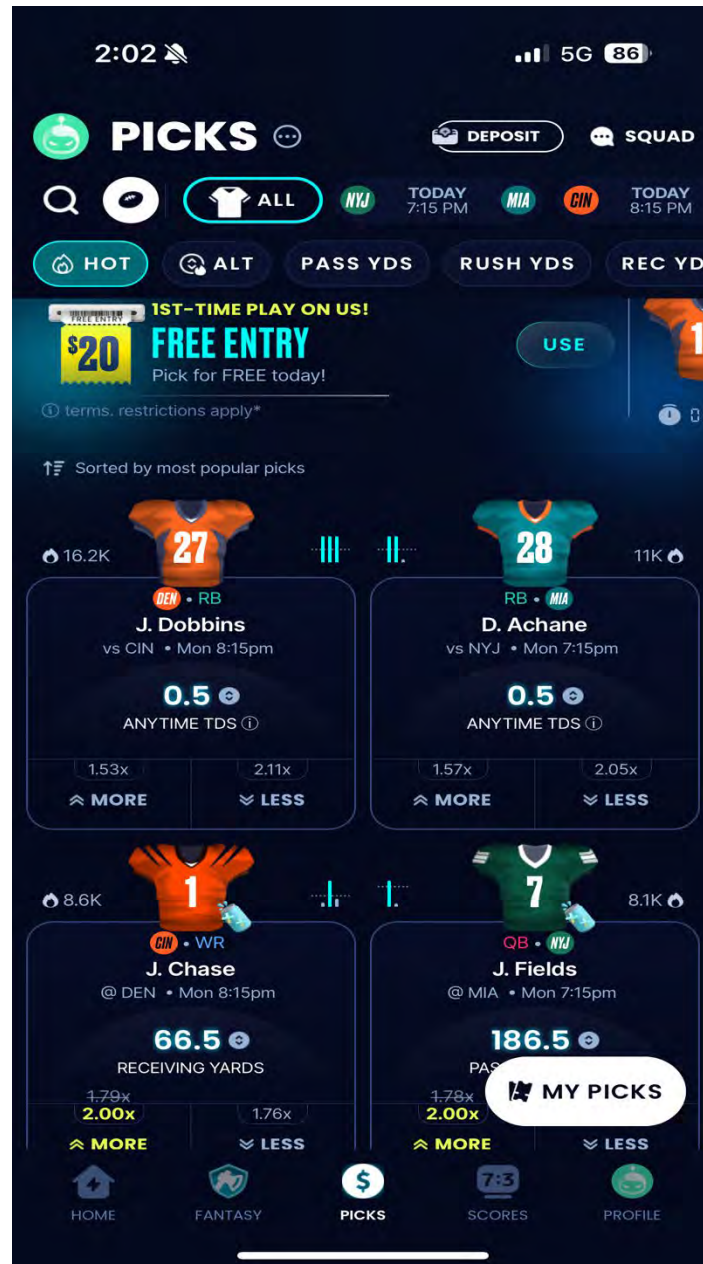
17 85. In Sleeper’s “Pick’em” or “Sleeper Picks” contests, users are prompted to
18 select between two and five professional athletes across upcoming games. For each
19 athlete, Sleeper sets a statistical threshold — for example, whether Steph Curry will
20 score “over or under 28.5 points” or whether Patrick Mahomes will record “over or
21 under 85.5 rushing yards.”

22 86. After making their selections, users place an entry fee of their choosing.
23 The amount wagered dictates the size of the potential payout, which increases with the
24 number of predictions bundled together. For example, a \$20 entry predicting two
25 outcomes may return \$60 if both are correct, while a five-pick entry may pay out 20
26 times the entry fee if every prediction hits.

27 87. As shown below, Sleeper provides players with instructions on how to
28 place these wagers and “win up to 1000x” their wager.



88. The structure of these contests mirrors proposition betting offered by sportsbooks. Players are not competing against one another in a game of skill. Instead, they are betting directly against Sleeper, who sets the “lines” for each athlete’s statistical performance. Here is an example of some of the available Pick’em bets:



89. The operator has a direct financial interest in the outcome: if a consumer’s predictions are wrong, Sleeper retains the entry fee; if correct, Sleeper pays out winnings based on a pre-set schedule it controls.

1 90. These mechanics are indistinguishable from traditional sports wagers in
2 that the results of the Pick'em contests are contingent and unknown at the time the bets
3 and wagers are collected and record by Sleeper, precisely why the California Attorney
4 General has specifically identified "Pick'em" contests as prohibited betting under
5 Penal Code § 337a.

6 ***b. Sleeper Profits from Illegal Sports Betting***

7 91. Through its Pick'em contests, Sleeper's business model depends on
8 consumers staking real money on the uncertain outcomes of professional sporting
9 events.

10 92. Sleeper profits by setting statistical thresholds, structuring payouts to
11 favor the house, and retaining a percentage of entry fees. The overwhelming majority
12 of participants lose money, while Sleeper reaps substantial revenue from illegal sports
13 wagering.

14 93. By disguising sports betting as "fantasy sports," Sleeper misleads
15 consumers into believing they are participating in lawful contests. In truth, Sleeper's
16 mobile app offers nothing more than illegal sports betting in violation of California
17 law.

18 ***IX. Sleeper Deceptively Markets Illegal Sports Betting as "Fantasy Sports"***

19 94. Sleeper markets its website and mobile app to consumers as a "fantasy
20 sports" platform, creating the false impression that its contests are lawful, skill-based
21 games rather than prohibited sports wagering.

22 95. On its website and within the app store descriptions, Sleeper repeatedly
23 refers to its contests as "fantasy," "games of skill," and "entertainment," despite the
24 fact that participants stake real money on the uncertain, short-term statistical
25 performance of professional athletes in real-world sporting events.

26 96. Sleeper's "Pick'em" contests are marketed as causal fantasy games where
27 consumers "choose higher or lower" on player statistics, but the operator fails to
28 disclose that those mechanics are identical to parlay or proposition betting lines offered
by traditional sportsbooks.

1 97. A reasonable consumer, seeing Sleeper marketed as a fantasy sports app
2 in the Apple App Store or Google Play Store, would be misled into believing the
3 contests offered are lawful and materially different from traditional sports betting.

4 98. In truth, Sleeper's contests are sports wagers prohibited by Penal Code §
5 337a. By misrepresenting and concealing the true nature of its contests, Sleeper
6 engages in fraudulent and deceptive conduct that violates the Unfair Competition Law,
7 Bus. & Prof. Code § 17200 *et seq.*

8 **X. All Purported Contracts With Defendant Are Void**

9 99. There are two separate and independent reasons why any purported
10 contract with Defendant is void.

11 100. First, under California law, a contract is not lawful if it is "[c]ontrary to an
12 express provision of law," or "[o]therwise contrary to good morals." Cal. Civ. Code §
13 1667. Contracts that involve illegal gambling fall squarely within the ambit of this rule.
14 Courts have consistently recognized that agreements formed in connection with
15 unlawful gambling activities are void and unenforceable as a matter of public policy.

16 101. Parties cannot lawfully agree to engage in gambling any more than they
17 can lawfully agree by contract to engage in forced labor, sex trafficking, illicit drug
18 sales, or other crimes.

19 102. Second, operating a business without a license or registration can result in
20 serious consequences in any state. California has one of the toughest sanctions for
21 conducting business in California without necessary registration or licensing with the
22 Secretary of State.

23 103. In addition to costly penalties and fees, California authorizes the
24 automatic voiding of any contracts a company entered into during the period it was out-
25 of-compliance either with the secretary of state or with the California Franchise Tax
26 Board (FTB). Cal. Rev. & T. Code §§ 23304.1.

27 104. Specifically, § 23304.1 provides that any contract entered into by a
28 corporation that is not qualified to do business in California, or that is suspended by
the FTB, is voidable at the request of any party to the contract other than the

1 noncompliant entity. Thus, any agreements Defendant entered into while unregistered,
2 unlicensed, or suspended under California law are voidable at Plaintiff's election.

3 105. Accordingly, Plaintiff hereby voids any purported agreement or contract
4 between himself and Defendant. As a result, Defendant may not invoke any contractual
5 defenses—including arbitration clauses, choice-of-law provisions, or class action
6 waivers—because no valid or enforceable agreement exists.

7 **FACTS SPECIFIC TO PLAINTIFF**

8 ***Plaintiff Dallas Holyk Experience***

9 106. In response to advertisements seen on social media, Plaintiff created an
10 account with Sleeper on or around January 2024. Plaintiff played Sleeper from
11 approximately January 2024 to September 2025 during which he participated in
12 Pick'em contests.

13 107. Sleeper represented to Plaintiff that the products and services it offered in
14 California were legal. Sleeper never disclosed that its "Fantasy Sports" games were in
15 actuality illegal sports wagers.

16 108. In downloading the app and signing up for an account, Plaintiff expressly
17 relied on Sleeper's representations that the services were legal in California.

18 109. Plaintiff accessed Sleeper and placed all of his wagers in Sleeper in
19 California.

20 110. Plaintiff placed numerous bets on Pick'em through Sleeper's app. Overall,
21 Plaintiff wagered and lost approximately \$62,000.00.

22 111. Sleeper never informed Plaintiff of the true nature of its DFS contests were
23 actually illegal sports bets. Had Sleeper honestly and accurately disclosed the unlawful
24 nature of its online platform, Plaintiff would have never signed up for Sleeper or paid
25 Sleeper any money.

26 112. As a result of Defendant's unfair, unlawful, and deceptive acts, Plaintiff
27 suffered damages and Defendant was unjustly enriched.

28 113. Plaintiff enjoys playing legal DFS and has an ongoing interest in playing
Sleeper if it were to change to be devoid of unlawful, deceptive and unfair business

1 practices. Plaintiff therefore has an ongoing interest in Sleeper complying with state
2 and federal gambling laws and consumer protection statutes.

3 **CLASS ALLEGATIONS**

4 114. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P.
5 23(a) and 23(b) on behalf of himself and all others similarly situated defined as
6 follows:

7 115. The Class is defined as follows:

8 All persons in California who, during the applicable limitations period,
9 played and lost money wagering on Defendant's online Daily Fantasy
Sports platform.

10 116. **Numerosity.** Upon information and belief, there are hundreds, if not
11 thousands, of Class members, so joinder of all members is impracticable. The precise
12 number of class members and their identifies are unknown to Plaintiff currently but
13 may be ascertained from Defendant's books and records and other third-party
14 sources.

15 117. **Commonality.** There are many questions of law and fact common to the
16 claims of Plaintiff and the other members of the Class, and those questions
17 predominate over any questions that may affect individual members of the Class.
18 These common legal and factual questions, each of which may also be certified under
19 Rule 23(c)(4), include the following:

- 20 a. Whether the DFS contests in Sleeper are illegal sports wagering as
21 defined under California law;
22 b. Whether Defendant engaged in the conduct alleged in the
23 Complaint;
24 c. Whether Defendant violates the statutes listed below in Counts I
25 and II;
26 d. Whether Defendant violated statutes analogous to those alleged
27 herein applicable;
28

- e. Whether Plaintiff and the other Class members were damaged by Defendant's conduct; and
- f. Whether Plaintiff and the other Class members are entitled to restitution or other relief.

118. **Typicality.** Plaintiff's claims are typical of the claims of the Class because they were players of Sleeper who made in-game purchases of coins and wagered such coins as a result of Defendant's unlawful and wrongful conduct. The factual and legal basis of Defendant's liability to Plaintiff and to the other Class members are the same, resulting in injury to the Plaintiff and to all of the other members of the Class. Plaintiff and the other members of the Class have suffered harm and damages due to Defendant's unlawful and wrongful conduct.

119. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the other Class members and have the financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the other members of the Class.

120. **Predominance & Superiority.** Absent a class action, most Class members would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication. The damages or other financial detriment suffered by Plaintiff and putative class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the proposed Class to individually seek redress for Defendant's wrongful conduct.

121. **Final Declaratory or Injunctive Relief.** Defendant has acted and failed to act on grounds generally applicable to the Plaintiff and the Class members,

1 requiring the Court’s imposition of uniform relief to ensure compatible standards of
2 conduct toward the Class members, and making injunctive or corresponding
3 declaratory relief appropriate for the Class as a whole.

4 **FIRST CAUSE OF ACTION**

5 **Unlawful & Unfair Business Practices in Violation of California Unfair**
6 **Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.***
7 **(On behalf of Plaintiff and the Class)**

8 122. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs
9 1–121 by reference as if fully set forth herein.

10 123. California’s Unfair Competition Law (“UCL”) broadly prohibits “any
11 unlawful, unfair or fraudulent business act or practice.” Bus. & Prof. Code § 17200.

12 124. Plaintiff and Defendant are “persons” within the meaning of the UCL Cal.
13 Bus. & Prof. Code § 17201.

14 125. Plaintiff has standing under the UCL because he suffered an injury in fact
15 and lost money or property as a result of Defendant’s unlawful and unfair conduct.

16 126. By hosting and facilitating the unlawful online sports betting platform at
17 issue here, Defendant engaged in unfair competition within the meaning of Cal. Bus.
18 & Prof. Code § 17200 by committing unlawful and unfair business acts and practices.

19 127. Sports wagering has long been outlawed in California. The DFS contests
20 offered on Defendant’s website, such Pick’em, are illegal sports betting.

21 128. Defendant engages in unlawful business practices by operating DFS
22 contests in California that are in fact illegal sports wagers prohibited under Penal Code
23 § 337a. Entry fees in Sleeper’s “Pick’em” contests are wagers on the uncertain
24 performance of third-party athletes in real-world contests. The Attorney General of
25 California has concluded that such contests are unlawful gambling under California
26 law.

27 129. Defendant further engages in an unfair business practices because its
28 conduct offends established public policy, is immoral and unscrupulous, and causes
substantial consumer injury that is not outweighed by any countervailing benefits.

1 California has long prohibited sports wagering due to its addictive nature and
2 destructive impact on families and communities. Defendant exploits consumers by
3 promoting rapid-fire contests, enticing large payouts, and encouraging loss-chasing
4 behaviors, all while ensuring its own profit through retention of entry fees.

5 130. Defendant also engages in fraudulent business practices by deceptively
6 marketing its contests as “fantasy sports,” “games of skill,” and harmless
7 entertainment, while concealing that consumers are wagering against the house on
8 operator-set betting lines. Reasonable consumers are likely to be misled by these
9 representations and omissions.

10 131. Defendant’s conduct as alleged herein occurred in the course of trade or
11 commerce.

12 132. As described herein, Defendant committed unlawful and unfair business
13 acts or practices in violation of the UCL.

14 133. As a result of engaging in the conduct alleged in this Complaint,
15 Defendant has also violated the UCL’s proscription against engaging in “unlawful”
16 conduct by virtue of its violations of, *inter alia*, the following laws:

- 17 a. **California’s Gambling Control Act (Cal. Bus. & Prof. Code §§**
18 **19800, *et seq.*):** Sections 19801 and 19850 of the Gambling
19 Control Act provide that unless licensed, state law prohibits
20 commercially operated gambling facilities; that no new gambling
21 establishment may be opened except upon affirmative vote of the
22 electors; that all gambling operations and persons having
23 significant involvement therein shall be licensed, registered, and
24 regulated; and that all persons who deal, operate, carry on,
25 conduct, maintain or expose for play any gambling game shall
26 apply for and obtain a valid state gambling license. Sleeper’s
27 “Pick’em
28 constitute unlawful “gambling games” because they are games
“played for currency... or any other thing of value” in which

1 money is staked upon the outcome of uncertain athletic events.
2 Cal. Penal Code § 337j(a)(1). Defendant has not applied for or
3 obtained any state gambling license, and therefore violates
4 California's Gambling Control Act.

5 **b. California Penal Code § 330a:** Section 330a declares that
6 "[e]very person, who has in his or her possession or under his or
7 her control...or who permits to be placed, maintained, or kept in
8 any room, space, inclosure, or building owned, leased, or
9 occupied by him or her, or under his or her management or
10 control, any slot or card machine, contrivance, appliance or
11 mechanical device, upon the result of action of which money or
12 other valuable thing is staked or hazarded, and which is operated,
13 or played, by placing or depositing therein any coins, checks,
14 slugs, balls, or other articles or device, or in any other manner and
15 by means whereof, or as a result of the operation of which any
16 merchandise, money, representative or articles of value, checks,
17 or tokens, redeemable in or exchangeable for money or any other
18 thing of value, is won or lost, or taken from or obtained from the
19 machine, when the result of action or operation of the machine,
20 contrivance, appliance, or mechanical device is dependent upon
21 hazard or chance...is guilty of a misdemeanor." Sleeper's app
22 constitutes such a contrivance: consumers deposit money through
23 the app to stake on athletic outcomes set by the operator, and
24 winnings or losses are determined by the operation of Defendant's
25 software. Defendant's conduct violates Penal Code § 330a.

26 **c. California Penal Code § 330b:** Section 330b prohibits the
27 manufacture, possession, or operation of "any slot machine or
28 device" that awards money or things of value depending on
chance. Sleeper's mobile software functions as a prohibited

1 “device” under this statute. The combination of Sleeper’s app and
2 consumers’ mobile devices transforms phones into gambling
3 machines: users “deposit” entry fees, the system calculates
4 outcomes based on uncertain sporting events, and the app pays out
5 money or credits to winning users. Defendant therefore violates
6 Penal Code § 330b.

7 d. **California Penal Code § 337j(a)(1):** Defendant violates Cal.
8 Penal Code § 337j(a)(1) by “operat[ing], carry[ing] on,
9 conduct[ing], maintain[ing], or expos[ing] for play” unlicensed
10 gambling in California through its Pick’em contents.

11 e. **California Penal Code § 337j(a)(2):** Defendant violates Cal.
12 Penal Code § 337j(a)(2) by “receiv[ing], directly or indirectly, any
13 compensation or reward or any percentage or share of the revenue,
14 for keeping, running, or carrying on any controlled game.”
15 Sleeper profits by retaining a guaranteed rake from every entry
16 fee paid into its contests.

17 f. **The Illegal Gambling Business Act of 1970 (18 U.S.C. § 1955)**
18 **(the “IGBA”):** The IGBA declares it a crime to “conduct, finance,
19 manage, supervise, direct, or own all of part” of an illegal
20 gambling business. Defendant violates the IGBA because its
21 business involves five or more persons, has been in continuous
22 operation for more than thirty days, and violates California’s
23 gambling laws as alleged herein. By managing, directing, or
24 controlling all or part of the conduct alleged herein Defendant
violates 18 U.S.C. § 1955.

25 g. **The Unlawful Internet Gambling Enforcement Act of 2006 (31**
26 **U.S.C. §§ 5361-5367) (the “UIGEA”):** The UIGEA makes it
27 illegal for a “person engaged in the business of betting or
28 wagering” to knowingly accept payments “in connection with the

1 participation of another person in unlawful Internet gambling.” 31
2 U.S.C. § 5633. “Unlawful Internet gambling” is placing, receiving
3 or transmitting a bet or wager through, at least in part, the Internet
4 where such bet or wager “is unlawful under any applicable
5 Federal or State law in the State or Tribal lands in which the bet
6 or wager is initiated, received, or otherwise made.” 15 U.S.C. §
7 5362(10)(a). Sleeper knowingly accepts deposits from consumers
8 in California to fund entry fees in its Pick’em contests. Because
9 these wagers are unlawful under California law, they also
10 constitute “unlawful Internet gambling” within the meaning of the
11 UIGEA. By accepting consumer payments in connection with
12 these illegal wagers, Defendant violates federal law.

13 134. Defendant’s conduct described herein is also unlawful and unfair under
14 the UCL because it violates public policy and is immoral, unethical, oppressive,
15 unscrupulous, and/or substantially injurious to consumers as Defendant offers illegal
16 online sports betting.

17 135. Through its unfair and deceptive acts and practices, Defendant improperly
18 obtained money from Plaintiff and members of the Class. As such, Plaintiff requests
19 that this Court cause Defendant to restore this money to Plaintiff and the members of
20 the Class, and to enjoin them from continuing to violate the UCL. Otherwise, Plaintiff
21 and members of the Class may be irreparably harmed and/or denied an effective and
22 complete remedy if such an order is not granted. Accordingly, Plaintiff and the Class
23 lack an adequate remedy at law. Moreover, Plaintiff asserts this cause of action in the
24 alternative to its claims for damages below.

25 136. As a direct and proximate cause of Defendant’s deceptive and unfair trade
26 practices, Plaintiff and other members of Class suffered an injury in fact and/or lost
27 money and property as described above.

28 137. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an injunction on
behalf of the general public enjoining Defendant from continuing to engage in the

1 conduct described above as Defendant's wrongful conduct is ongoing.

2 138. Plaintiff also seeks rescission and an order requiring Defendant to
3 make full restitution and to disgorge its ill-gotten gains wrongfully obtained from
4 members of the California Class as permitted by Bus. & Prof. Code § 17203.

5 139. Additionally, Plaintiff and the Class members seek an order requiring
6 Defendant to pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

7 **SECOND CAUSE OF ACTION**

8 **Violation of CLRA, Cal. Civ. Code § 17500, *et seq.***
9 **(On behalf of Plaintiff and the Class)**

10 140. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs
11 1–121 by reference as if fully set forth herein.

12 141. Plaintiff brings this cause of action on behalf of himself and the Class.

13 142. Plaintiff and each member of the proposed Class are consumers as defined
14 by Cal. Civ. Code. § 1761(d).

15 143. Sleeper's online platform and mobile app constitutes a "service" within
16 the meaning of by Cal. Civ. Code. § 1761(b).

17 144. Defendant violated, and continues to violate, the CLRA by, *inter alia*:

- 18 a. Marketing "Pick'em" contests as fantasy games of skill when they
19 are in fact sports wagers on operator-set betting lines;
20 b. Representing that its services are legal and permitted in California
21 when they are not; and
22 c. deceiving or confusing customers into believing that the gambling
23 transactions confer or involve certain rights, remedies, or
24 obligations (i.e., the right to recover winning and the obligation to
25 pay for losses), when in fact any such rights, remedies or
26 obligations are prohibited by law.

27 145. Defendant's conduct violated the following provisions of Cal. Civ. Code
28 § 1770

- a. “Representing that goods or services have . . . characteristics . . . that they do not have”;
- b. “Using deceptive representations . . . in connection with . . . services”; and
- c. “Advertising goods or services with intent not to sell them as advertised.”

146. Defendant marketed “fantasy sports” while actually offering illegal sports-betting products.

147. Defendant’s conduct and actions are deceptive, untrue, and misleading to reasonable consumers, and will continue to mislead consumers in the future.

148. Plaintiff and the Class relied on Defendant’s advertisements, representations and/or omissions. Had they known the true nature of Sleeper’s contests, they would not have paid Defendant money or used the app.

149. As a direct and proximate result of Defendant’s misconduct, Plaintiff and California Class members have suffered and will continue to suffer actual damages.

150. Defendant’s wrongful conduct is ongoing and presents a continuing threat to Class members.

151. Pursuant to § 1782(a) of the CLRA, Plaintiff’s counsel has or will contemporaneously notify Defendant in writing by certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant’s intent to act. If Defendant fails to respond to Plaintiff’s letter or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice, as proscribed by §1782, Plaintiff will move to amend his Complaint to pursue claims for actual, punitive and statutory damages, as appropriate against Defendant. As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

THIRD CAUSE OF ACTION
Restitution or Unjust Enrichment

(On behalf of Plaintiff and the Class)

152. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1–121 by reference as if fully set forth herein.

153. Plaintiff and the other Class members conferred an economic benefit on Defendant through their in-game purchases.

154. Under principles of equity and good conscience, it is inequitable and unjust for Defendant to retain the monies obtained from Plaintiff and the Class, which Defendant has unjustly obtained as result of its unlawful and deceptive practices in connection with Sleeper and at the expense of Plaintiff.

155. As it stands, Defendant has retained millions of dollars in profits generated from Sleeper and should not be permitted to retain those ill-gotten profits.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests, individually and on behalf of all others similarly situated, the following relief:

1. For an order certifying this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, defining the Class as requested herein, appointing Plaintiff as class representative and his counsel as class counsel;
2. Awarding Plaintiff all economic, monetary, actual, consequential, compensatory, and punitive damages available at law and to be determined by proof;
3. Awarding Plaintiff and the class members appropriate relief, including actual and statutory damages;
4. Awarding Plaintiff's reasonable attorneys' fees, costs, and other litigation expenses;

- 1 5. Awarding pre- and post-judgment interest, as allowable by law;
- 2 6. For an order enjoining Defendant from continuing to engage in the
- 3 wrongful acts and practices alleged herein;
- 4 7. Declaratory and equitable relief, including restitution and disgorgement;
- 5 8. For public injunctive relief as the Court may deem proper; and
- 6 9. Awarding such further and other relief as the Court deems just, proper
- 7 and equitable.

8 **JURY DEMAND**

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

10
11 Dated: October 2, 2025

Respectfully submitted,

12 By: /s/ Scott Edelsberg

13
14 **EDELSBERG LAW, P.A.**

15 Scott Edelsberg, Esq. (CA Bar No. 330990)
16 1925 Century Park E #1700
17 Los Angeles, CA 90067
18 Telephone: 305-975-3320
19 scott@edelsberglaw.com

20 **SHAMIS & GENTILE, P.A.**

21 Edwin Elliott*
22 14 NE 1st Ave., Suite 705
23 Miami, FL 33132
24 Telephone: 305-479-2299
25 Edwine@shamisgentile.com

26
27 *Pro Hac Vice forthcoming
28 *Counsel for Plaintiff and the Proposed Class*

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

DALLAS HOLYK, individually and on behalf of all others
similarly situated

(b) County of Residence of First Listed Plaintiff San Diego County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Scott Edelsberg, Esq. EDELSBERG LAW, P.A.
1925 Century Park E #1700 Los Angeles, CA 90067
305-975-3320

DEFENDANTS

BLITZ STUDIOS, INC. d/b/a SLEEPER

County of Residence of First Listed Defendant Carson City County, NV
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV2606 GPC MSB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:

VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE §1750, et seq.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5000000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/02/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Scott Edelsberg

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Print

Save As

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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