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[Additional Counsel on Signature Page]

Counsel for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN FRANCISCO COUNTY

CGC-25-629586

PETER LEE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

SIDEPRIZE LLC d/b/a PRIZEPICKS,
AND DOES 1-20,

Defendants.

Case No.

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

Jury Trial Demanded

I. INTRODUCTION

1. For years, Defendant SidePrize LLC d/b/a PrizePicks (“PrizePicks”), has been operating mobile gambling applications and websites within California (collectively, the “Gambling Websites”), representing to customers and the public that its daily fantasy sports contests, such as “Pick ‘Em,” are legal forms of gambling in California. They are not.

2. Plaintiff Peter Lee (“Plaintiff”), on behalf of himself and the proposed class of similarly situated Californians, brings this lawsuit to stop the unlawful gambling that occurs on PrizePicks’ Gambling Websites in California and to recover the money that PrizePicks has unlawfully taken from him.¹

II. PARTIES

A. **Plaintiff.**

3. At all times relevant to this action, Plaintiff Peter Lee was over the age of 18 and was a resident of San Francisco, California.

B. **Defendants.**

4. Defendant SidePrize LLC d/b/a PrizePicks is a Georgia Limited Liability Corporation with its headquarters in Atlanta, Georgia. According to its website, “PrizePicks [is] the largest daily fantasy sports operator in North America.”²

5. PrizePicks regularly conducts business within California and this District, including by running the Gambling Websites that are the subject of this litigation.

6. On information and belief, Does 1-20 are individuals and/or entities who facilitate PrizePicks’ unlawful practices described in this Complaint. The true names and capacities, whether

¹ Undersigned counsel separately filed an action pending in the United States District Court for the Northern District of California captioned *Franks v. SidePrize LLC*, No. 3:25-cv-04916, that involves substantively identical allegations, brings the same claims against SidePrize LLC, and seeks the same relief on behalf of other plaintiffs and a putative class. In that action, SidePrize filed a motion to dismiss arguing, *inter alia*, that the plaintiffs’ equitable claims are barred because they have an adequate remedy at law. Dkt. No. 33 (citing *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834 (9th Cir. 2020) (holding that under “traditional principles governing equitable remedies in federal courts,” the plaintiff “must establish that she lacks an adequate remedy at law before securing equitable restitution for past harm”)). Plaintiff filed the instant action in this Court where the same principle does not apply.

² <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited September 4, 2025).

1 individual, corporate, associate, or otherwise, of Defendants Does 1-20, inclusive, are unknown to
2 Plaintiff, who therefore sues such Defendants by fictitious names. Plaintiff will amend this
3 complaint to show the Defendants' true names and capacities when the same have been ascertained.
4 Plaintiff alleges, upon information and belief, that each of the Defendants, Does 1-20, inclusive,
5 are legally responsible in some manner, negligently, in warranty, strictly, intentionally, or
6 otherwise, for the events and happenings herein referred to and each of the Defendants proximately
7 caused injuries and damages to Plaintiff as herein alleged. The Doe defendants, along with
8 defendant PrizePicks, are collectively referred to in this Complaint as "Defendants."

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

11 8. At all times herein mentioned, each of the Defendants was the agent, employee,
12 principal, or employer of each remaining Defendant and was at all times relevant acting within the
13 course and scope of said relationships and each Defendant has authorized, ratified and approved
14 the acts of each of the remaining Defendants.

15 III. JURISDICTION AND VENUE

16 9. This Court has subject matter jurisdiction over this action pursuant to Article 6,
17 section 10 of the California.

18 10. This is a class action lawsuit brought pursuant to Code of Civil Procedure § 382,
19 and this Court has jurisdiction over Plaintiff's claims because the amount in controversy exceeds
20 this Court's jurisdictional minimum of \$35,000 for an unlimited civil case.

21 11. This Court has personal jurisdiction over the parties in this matter because Plaintiff
22 resides in San Francisco County, and PrizePicks regularly conducts business within the State of
23 California and in San Francisco County, including by engaging in the unlawful gambling practices
24 that are at the center of this action. As discussed in more detail *infra*, Prizepicks expressly aimed
25 its wrongful conduct at California residents by choosing to pursue contacts within the state and
26 target Californians. This was done, among other things, by: (1) hosting an interactive platform; (2)
27 partnering with California professional sports teams; (3) running internet and television ads in
28

California; (4) representing that Prizepicks is legal in California specifically and; (5) running promotions and bonuses for California residents.

12. Venue is proper in this Court pursuant to Code of Civil Procedure §§ 395(a) and 395.5, and Civil Code § 1780(c) because Plaintiff resides in San Francisco County and PrizePicks' unlawful actions, which are the subject of this action, occurred in San Francisco County, among other locations within California.

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

IV. FACTUAL ALLEGATIONS

A. **California's Longstanding Ban on Gambling.**

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

15. 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).

16. 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*.

17. 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*

1 purported contest, of skill, speed or power of endurance of *person* or animal, or
 2 between *persons*, animals, or *mechanical apparatus*, or *upon the result, or*
 3 *purported result, of any lot, chance, casualty, unknown or contingent event*
 4 *whatsoever.*” *Id.* at (a)(3) (emphasis added).

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

- 11 • “[O]ffer[ing] or accept[ing] any bet or bets, or wager or wagers, *upon the result,*
 12 *or purported result, of any trial, or purported trial, or contest, or purported*
 13 *contest, of skill, speed or power of endurance of person or animal, or between*
 14 *persons, animals, or mechanical apparatus.*” *Id.* at (a)(6) (emphasis added).

15 18. The terms used in Section 337a have their commonsense meanings. For example,
 16 the California Court of Appeal has explained that “[p]ool selling’ is the selling or distribution of
 17 shares or chances in a wagering pool,” such as when money wagered by all participants is combined
 18 into a single pool and the winnings are distributed based on predetermined rules. *See Finster v.*
 19 *Keller*, 18 Cal. App. 3d 836, 846 (1971) (cleaned up). And “[b]ookmaking’ is the making of a
 20 betting book and includes the taking of bets, [and] [t]he taking of one bet is sufficient” to constitute
 21 “bookmaking.” *People v. Thompson*, 206 Cal. App. 2d 734, 739 (1962) (cleaned up).

22 19. Similarly, “bet” and “wager” have their commonsense meanings. For example, the
 23 Judicial Council of California Criminal Jury Instructions (2025 Edition) provides that a “bet is a
 24 wager or agreement between two or more people that if an uncertain future event happens, the loser
 25 will pay money to the winner or give the winner something of value. A bet includes a wager made
 26 on the outcome of any actual or purported event, including but not limited to any kind of sporting
 27
 28

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

3 20. “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 21. 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.⁴

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

11 23. 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”⁵ 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.”⁶ 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 ³ Available online at <https://www.justia.com/criminal/docs/calcrim/2900/2993/> (last visited
 September 4, 2025).

25 ⁴ 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 ⁵ CAL. PENAL CODE § 320.

28 ⁶ CAL. PENAL CODE § 321.

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

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

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

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

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

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

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

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

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

1 “the industry ultimately spent \$150 million on political ads”⁷ in an attempt to legalize online
2 gambling in California.

3 31. 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
- 6 set license requirements and oversee the industry.
- 7 • Imposed a 10% tax on sports betting revenue and established licensing
- 8 fees.
- 9 • Allocated revenue from online gambling to homelessness prevention.

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

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

14 33. Despite the resounding defeats at the ballot box, online sports betting operators, like
15 PrizePicks, have continued to operate in California.

16 34. In particular, “daily fantasy sports” betting has proliferated in the state.

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

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

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

27 ⁷ Gus Garcia-Roberts, *Inside the \$400 million fight to control California sports betting*, WASH.
28 POST (Nov. 3, 2022), <https://www.washingtonpost.com/sports/2022/11/03/prop-26-27-california-sports-betting/> (last visited September 4, 2025).

share of a pre-determined pot funded by their entry fees. A portion of entry fee payments go to the provider as rake revenue.⁸

36. According to the California Business Journal, “California residents are estimated to contribute as much as 10% of the total entries in DFS contests nationwide. This popularity has translated into substantial revenue, with DFS platforms raking in approximately \$200 million in entry fees annually [in California].”⁹

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

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

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

In 2022, California voters overwhelmingly rejected Proposition 27 to legalize online sports wagering. Although sports wagering in all forms remains illegal in California, online daily fantasy sports betting is proliferating throughout the state. Through these online platforms, a participant pays to enter a contest in which they may win a prize depending on how well athletes perform. Although the participant may utilize their knowledge of a particular sport in choosing their “team” of players, how well those players perform 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.*

(Cleaned up; footnotes omitted; emphasis added).¹⁰

⁸ *Daily Fantasy Sports*, Wikipedia, available online at https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited September 4, 2025).

⁹ *Unfenced Playground: A Peek into California’s Daily Fantasy Sports Landscape*, California 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 September 4, 2025).

¹⁰ 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 September 4, 2025).

38. Consistent with the Senator’s request, the California Department of Justice directed the Attorney General’s Opinion Unit to address the following question:

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

Opinion Request No. 23-1001.¹¹

39. And on July 3, 2025, the California Attorney General (the “AG”) answered this question with a resounding “***Yes. California law prohibits the operation of daily fantasy sports games*** with players physically located within California, regardless of where the operators and associated technology are located.”¹²

40. In its thirty-three page opinion, the AG noted that the “game entry fees satisfy the definition of a ‘bet’ or wager,” in violation of Article IV, section 19 of the California Constitution.¹³ The AG further emphasized that “[w]hatever the formula,” be it “draft style” games, “pick’em” games—which “appear[] materially indistinguishable from a class form of sports wager: a ‘parlay’”—or any other variation, daily fantasy sports “violate § 337a(a)(6) because the ‘determination of who wins or loses is ‘based on a future contingent event’—namely, the ‘outcome of the sports competition’—that is ‘not under the control of the sportsbook or the bettor.’”¹⁴

41. And in so finding, the California AG considered and dismissed numerous arguments made by the daily fantasy sports operators, including that: “skill predominates over chance;” “games are determined not based on the overall winner of sports games,” and therefore do not depend “on the ‘result’ of a sporting event;” prizes are merely “rewards or recompense for some act done;” each game is “separate from the underlying sports competition” and therefore constitutes “their own competition;” the “contest-participant exception” applies;” and that daily fantasy sports

¹¹ Available online at <https://oag.ca.gov/opinions/monthly-report> (last visited September 4, 2025).

¹² **Exhibit A**, at 1 (emphasis added).

¹³ See *Western Telcon, Inc. v. California State Lottery*, 13 Cal.4th 475, 484 (1996) (finding that the California legislature has historically prohibited “three key forms gambling: gaming, lotteries, and betting.” (internal quotations omitted).

¹⁴ **Exhibit A**, at 6, 8-9, 15.

were allowed in California pursuant to the “Unlawful Internet Gambling Enforcement Act,” the “rule of lenity,” or based on the location of their operations.¹⁵

42. At bottom, to accept the contrary would be to “threaten[] to collapse the distinction between participating in a contest, on the one hand, and wagering on a contest, on the other. *Id.* at 23. Simply, “[w]e see *no evidence* that the Legislature intended to allow these types of games, *which mimic traditional bilateral wagering and pose similar risks of addiction and financial injury.*”¹⁶

43. However, even after the AG’s opinion, finding daily fantasy sports to be illegal in California, PrizePicks has continued operating its daily fantasy games in the state.

D. Legalized Sports Gambling Harms Individuals, Families, and Communities

44. Studies show that legalized sporting gambling, and especially online sports gambling, harms individual, families, and communities. These effects also remain true in states—like California—where sports betting remains illegal, but where illegal providers—such as PrizePicks—continue to operate in blatant violation of the law.

45. In a paper published in 2024, researchers compared the financial health of average consumers living in states that allowed sports gambling with those of states that did not.¹⁷ The study found that when compared to non-gambling states, states that allowed sports gambling saw the average consumers’ credit scores drop by a statistically significant while bankruptcies increased 25-30% and debt transferred to debt collectors climbed 8%.¹⁸ Notably, states that allowed online gambling saw close to three times the decline in credit scores than states that allowed gambling, but not online. Auto loan delinquencies and use of debt consolidation loans also increased.

46. The harm from legalized sports gambling is not limited to the person placing the bets. Another 2024 study found that when sports betting is legalized, the effect of NFL home team upset

¹⁵ **Exhibit A**, at 4, 9-12, 13-15, 17-19, 24-25.

¹⁶ **Exhibit A**, at 23-25. (emphasis added).

¹⁷ Hollenbeck, *et al.*, *The Financial Consequences of Legalized Sports Gambling* (July 23, 2024). Available at SSRN: <https://ssrn.com/abstract=4903302>.

¹⁸ *Id.* at 11-14.

1 losses increases reported intimate partner violence by around 10%.¹⁹ And that the effect was larger
2 in states with mobile betting and where higher bets were placed.

3 47. Despite these harms, online gambling companies exploit vulnerable consumers
4 through “[s]ystems of rewards and punishments in online gambling products are designed to
5 encourage continued use and attention, additional payments, or other behaviors that are not always
6 beneficial to the user[.]”²⁰ This often takes the form of push notifications to users’ phones or
7 promotions such as “free” bets or sweepstakes entries or limited time increased payments to
8 encourage users to continue to gamble.

9 48. Several media outlets have chronicled online gambling companies allegedly targeting
10 with these tactics individuals who were struggling with serious gambling addiction to induce them
11 to continue to bet.²¹

12 **E. PrizePicks’ California Fantasy Sports Gambling Operations.**

13 49. PrizePicks has been operating in California for years through the Gambling
14 Websites, which consist of at least the PrizePicks mobile apps for Android and IOS and the
15 PrizePicks website, PrizePicks.com, and associated subpages. The primary gambling product that
16 PrizePicks currently offers in California is “Pick ‘Em,” which PrizePicks describes as a form of
17 daily fantasy sports, even though the contests are played entirely against the “house” (i.e.,
18 PrizePicks) and not against other users of the Gambling Websites. PrizePicks represents to its
19 customers that “Pick ‘Em” is legal in the state. It is not.

20
21 ¹⁹ Matsuzawa & Arnesen, *Sports Betting Legalization Amplifies Emotional Cues & Intimate Partner Violence* (August 27, 2024). Available at SSRN: <https://ssrn.com/abstract=4938642>.

22 ²⁰ Gainsbury, *et al.*, *Reducing Internet Gambling Harms Using Behavioral Science: A Stakeholder Framework*. Front. Psychiatry 11:598589 (2020) (noting that mobile gaming companies’ tactics, driven by sophisticated machine learning models, are highly effective at capturing attention but may also exploit individuals with addictive tendencies by encouraging continued or escalated gambling. The authors advise that these targeted mechanisms must be carefully managed and regulated, as they pose a substantial risk when not balanced with protective measures.).

23 ²¹ See Jason Quick, *‘I Literally Can’t Stop.’ The Descent of a Modern Sports Fan*, The Athletic (Oct. 14, 2024), <https://www.nytimes.com/athletic/5777632/2024/10/14/sports-betting-addiction-problem-fans/> (last accessed September 16, 2025); Kate Linebaugh, *How a Psychiatrist Lost \$400,000 on Gambling Apps*, Wall Street Journal, (Mar. 15, 2024) <https://www.wsj.com/podcasts/the-journal/how-a-psychiatrist-lost-400000-on-gambling-apps/c91168e8-8add-48bc-8f5f-324fe4680df6> (last accessed September 16, 2025).

1 **1. What Is PrizePicks and “Pick ‘Em”?**

2 50. PrizePicks features a landing page on its website captioned, “What is PrizePicks?”²²

3 There, PrizePicks explains that “PrizePicks is daily fantasy made easy. It’s just you against the
4 numbers. Members predict more or less on between 2 and 6 player squares of their choice. The
5 more picks they correctly predict, the more money they win! Payouts on PrizePicks can be as high
6 as 2000X!.”

7 **What is PrizePicks?**

8 When people hear the words “daily fantasy sports,” they think of drafting lineups, salary caps, and competing against thousands of other players, including sharks, all for the slim chance to win a small piece of the pie.

9 PrizePicks is daily fantasy made easy. It’s just you against the numbers. Members predict more or less on between 2 and 6 player squares of their choice. The more picks they correctly predict, the more money they win! Payouts on PrizePicks can be as high as 2000x!

10 | Not on PrizePicks yet? Sign up for PrizePicks using promo code PRIZEPLAY for \$50 instantly in Lineups after your first \$5 Lineup!

11 Take a look at today’s board and pick your favorite plays!

12 51. PrizePicks goes on to provide a step-by-step guide on how to gamble with it:

13 **How to Play PrizePicks**

14 PrizePicks is the easiest way to play daily fantasy. Getting started is very simple - You sign up for an account and then deposit a minimum of \$10. Then:

15 1. Pick between 2-and-6 player squares. You can pick from a wide variety of sports and stat-types, and even mix and match different sports in one lineup!

16 2. Pick more or less on each player square you pick.

17 3. Choose Flex Play or Power Play. Power Plays have higher payouts, but all your picks must win. Flex Plays are the safer option, giving you a chance to win even if one or two of your picks lose.

18 4. Choose your entry fee. The minimum entry fee is \$1. You’ll be able to see how much your lineup would payout.

19 5. Submit your lineup and sweat it in real-time! If your picks turn green, you’re winning!

20 Check out this in-depth guide on how to play PrizePicks to start building your bankroll instantly!

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28 ²² <https://www.prizepicks.com/resources/what-is-prizepicks-how-to-play-promo-code> (last visited September 4, 2025).

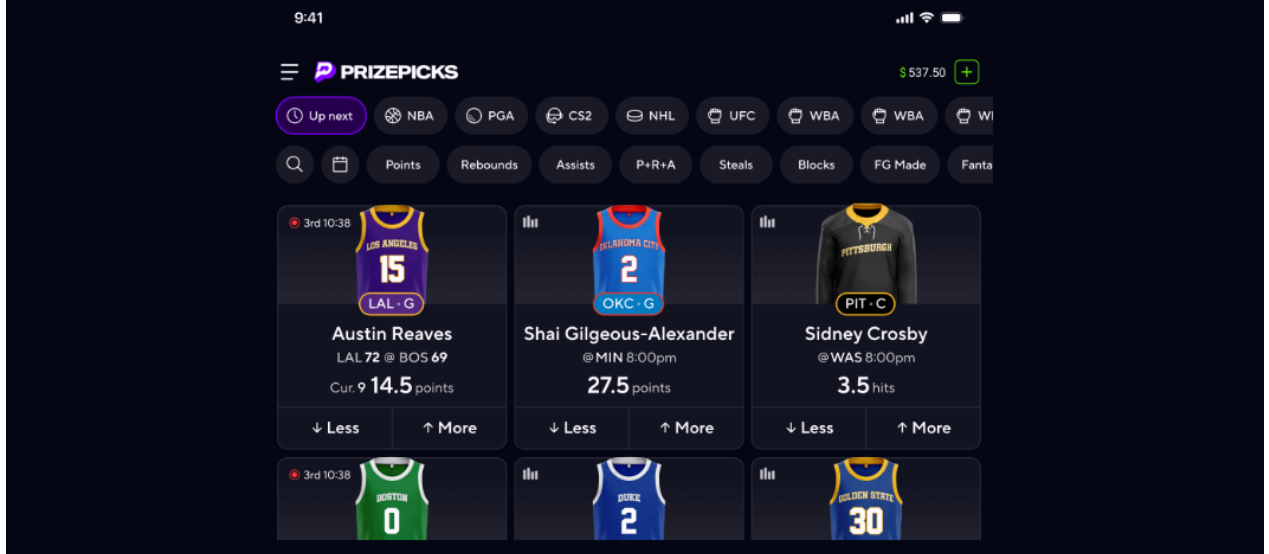
52. If the user follows the link to the “in-depth guide”²³ on how to play Pick ‘Em, PrizePicks elaborates that after setting up an account that the user chooses the 2-6 players and statistics to bet on:

4. Choose 2-6 player statistics

Now it's time for the fun part! Simply choose 2-6 player stats of your choice to get started. 2 or 3 stats is the safest route, but 5 or 6 leads to higher potential payouts.

If you already know a player you want to pick, you can type their name in the search bar. However, you can also browse through our “board” of squares, separated by league and stat.

Your options are endless. PrizePicks has a wide variety of sports, including the NBA, NFL, MLB, NHL, WNBA, College Sports, PGA, Tennis, and several esports titles. Within those markets, PrizePicks offers many stat categories. For example, NBA stats on PrizePicks include points, rebounds, assists, points + rebounds + assists, fantasy points, free throws, and three-pointers.



53. From there, the user is directed to “pick more or less” on each player—in other words select the “over” or the “under” on the statistical line:

5. Pick More or Less

Pick more or less on each of the squares in your lineup. Get them right and you win BIG. It's that easy.

If you need some extra help, you can click the three lines next to a player's projection to pull up their stats from their last 5 games, as well as their average during that span.

54. The statistical line is set by PrizePicks, not any user.

55. Next, the user is directed to “pick flex or power play” and is provided explanations of what each is:

6. Pick Flex or Power Play

PrizePicks has two types of lineups: Flex Plays and Power Plays.

If you're feeling very confident in your picks, make it a Power Play. Every pick in your lineup needs to win in order for a Power Play to win. If even one pick loses, the lineup loses. However, the higher risk is negated by higher payouts. 4-Pick Power Plays on PrizePicks payout 10x your money with standard payouts!

Flex Plays are the safer way to play. One or two of your picks can lose and you can still get paid out. For example, 6-of-6 on a standard 6-Pick Flex Play pays out 25x. But you still double your money if you go 5/6, and you'll get nearly half of your entry fee back (0.4x) for going 4/6.

²³ <https://www.prizepicks.com/resources/how-to-play-prizepicks> (as of June 10, 2025).

56. If the user chooses to learn more about the two contest types, he²⁴ can navigate to the “PrizePicks Payouts | How Payouts on PrizePicks Work” landing page,²⁵ where he will learn that the contest results and payment amounts are based entirely on a pre-set formula set by PrizePicks and not based on the results of any other fantasy user’s performance:

PRIZEPICKS Play Now Promos > How to Play > Sign Up Log In

Power Plays: Maximum Payouts

If you want the biggest payouts on PrizePicks, Power Plays are the way to go. You can use 2-6 player picks in your Power Play Lineup. If you hit every pick in your Lineup, the payout stacks up. If any pick misses, the Lineup doesn't win.

Note: If a player in your Lineup doesn't play (DNP) or ties, your payout adjusts to the next tier down (example a 6-Pick becomes a 5-Pick).

Here are the standard Power Play payouts on PrizePicks for both Pick 'Em and Pick 'Em Arena.

With PrizePicks Arena, there are more ways to win with the Group Payout. Both Group and Winning Lineup payouts are always same.

PrizePicks Payouts: Power Play

Here are the standard payouts for Power Play Lineups on PrizePicks Pick 'Em and Pick 'Em Arena.

Lineup	Payout
6-Pick	37.5x
5-Pick	20x
4-Pick	10x
3-Pick	6x
2-Pick	3x

Flex Plays: More Ways to Win

Power Plays are great for going for the bigger payouts. But Flex Plays give you more ways to win, as you can miss one or two picks and still get paid out.

Here are the standard payouts for Flex Play Lineups on PrizePicks Pick 'Em and Pick 'Em Arena.

Lineup	Payout
6-Pick	6/6 - 25x 5/6 - 2x 4/6 - 0.4x
5-Pick	5/5 - 10x 4/5 - 2x 3/5 - 0.4x
4-Pick	4/4 - 6x 3/4 - 1.5x
3-Pick	3/3 - 3x 2/3 - 1x

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²⁴ Men make up more than 2/3 of sports bettors in the United States. See <https://bircheshealth.com/resources/sports-betting-demographics-in-the-u-s> (last visited September 4, 2025).

²⁵ <https://www.prizepicks.com/resources/prizepicks-payouts> (as of June 10, 2025).

57. Finally, returning to the step-by-step guide, the user is told to choose the amount to bet, submit the bet to PrizePicks, and await the results:

7. Choose your entry fee

The minimum entry fee on PrizePicks is \$1.

You'll be able to see your [exact potential payouts](#) — up to 2000x! — when you type in your entry fee, so you can make adjustments based on that information. Make sure you pick an entry fee that you are comfortable with.

8. Submit your Lineup

Once you've picked 2-6 stats, more or less, flex or power, and your entry fee, you're done! It's that easy. Now you can just submit your lineup and sweat the results in real-time.

Many PrizePicks members watch the games that their players are playing in for a more fun sports viewing experience. Others choose to sweat the games with their fellow members in the [PrizePicks Discord](#). You can also just check the app on occasion, because most stats will be live scored in real-time.

If all your picks turn green, congrats! It means you won and are going to get a big payout!

Ready to start winning BIG? [Sign up for PrizePicks with code "PrizePlay"](#) for \$50 instantly when you play your first \$5 lineup!

←

PRIZEPICKS

Current lineup 3 players selected

Clear all

Cooper Flagg G

CBS DUK vs CAL Thu 8:00pm

7.5 Rebounds

More

Less

Sidney Crosby C

NHL PIT vs WAS Thu 8:30pm

3.5 Points

More

Less

Anthony Edwards SG

NBA MIN vs HOU Thu 8:30pm

27.5 Points

More

Less

Flex Play

You must hit 2 out of 3 in the lineup.

3 correct pays 5X

2 correct pays 1.25X

Power Play

You must hit 3 out of 3 in the lineup.

3 correct pays 8X

Lineup fee \$20

To win \$160.00

Balance: \$525.50

Promo: \$10.00

Free lineup: 0

Auto-accept changing projection lines.

Submit lineup

58. Here are step-by-step examples of a Pick 'Em transactions conducted from a desktop computer on PrizePicks.com and then from the PrizePicks app.

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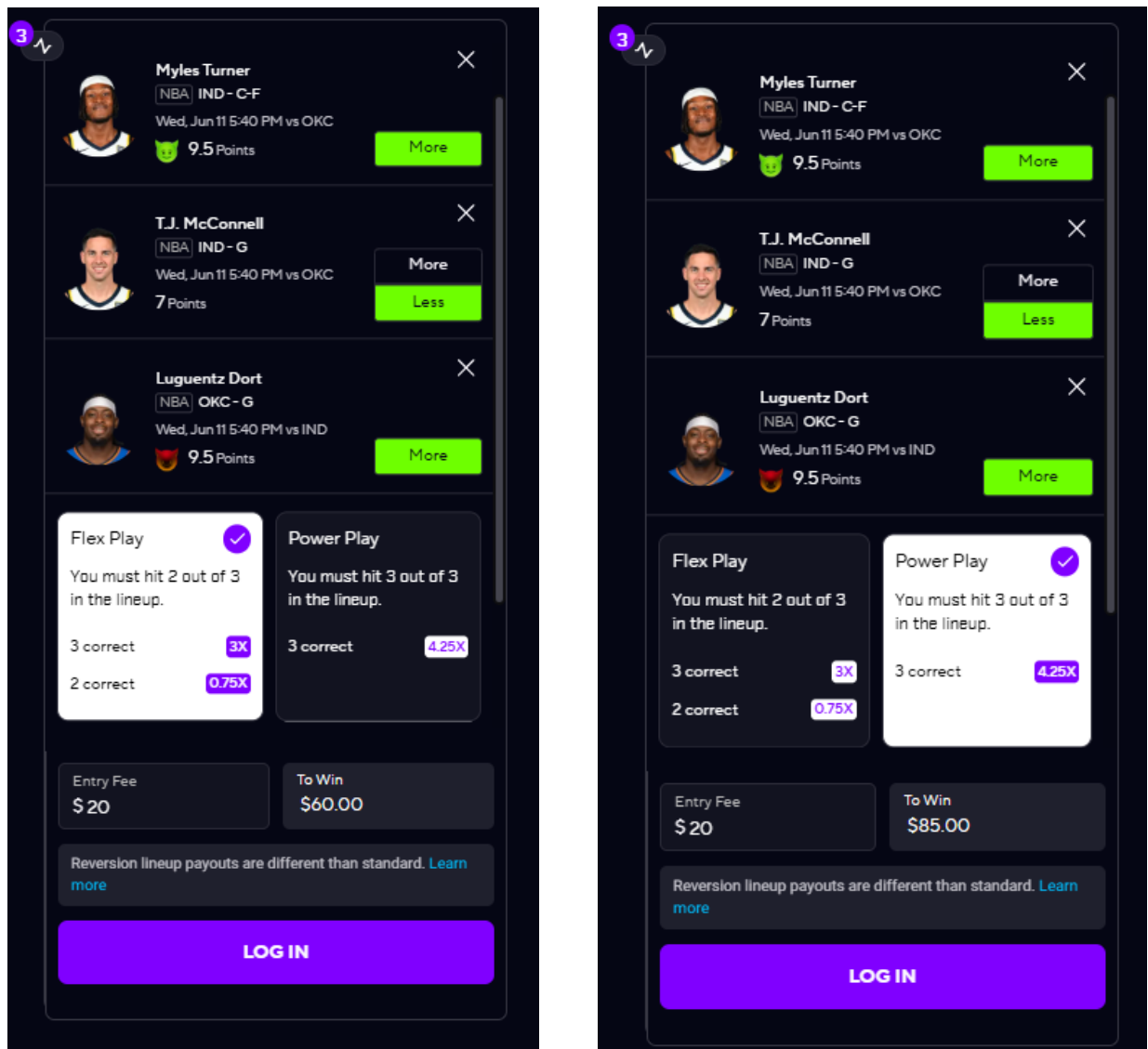
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decided to bet on the category of “total points,” and then selected the “over” on Myles Turner, the “under” on T.J. McConnell, and the “over” on Luguentz Dort:

62. The statistical line for each player that the user is betting the “over” or “under” on is determined by PrizePicks, not the user.

63. **Third**, the user chooses whether to play “Flex Play” or “Power Play.” It is only after the wager amount is selected that the user is informed of the potential winnings. Here are two examples, one reflecting a potential bet of \$20 on Flex Play resulting in potential winnings of \$60, and the second reflecting a wager of \$20 on Power Play resulting in potential winnings of \$85:



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64. **Fourth**, if the user completes the wager, he has a chance to win based on the betting line and terms set by PrizePicks. He has no ability to change or modify the outcome of the Pick ‘Em contest once his bet is placed, and other PrizePicks’ users’ performances do not have any impact on the outcome of the contest. Only the athletes’ actual performances in the selected statistical category (i.e., at the live sporting event) determine the outcome of the Pick ‘Em contest.

65. **Finally**, after the underlying sports competitions resolve, PrizePicks uses its records (i.e., its betting book) to determine the winners and losers and make payments to winners from its funds (i.e., from the “house” or “bank”).

66. Ultimately, regardless of which Pick ‘Em sporting event type PrizePicks customers select, the specific athletes’ “overs” and “unders” chosen, or the amounts bet, the customers have no control over the outcome of the contest they have wagered on. The outcome is determined entirely based on athletes’ actual in-game performances (i.e., the athletes’ performance in the actual underlying sporting events) and are entirely outside of the customers’ control.

67. Put simply, the outcomes of the Pick ‘Em contests are contingent and unknown at the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result, PrizePicks’ Pick ‘Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j.²⁷

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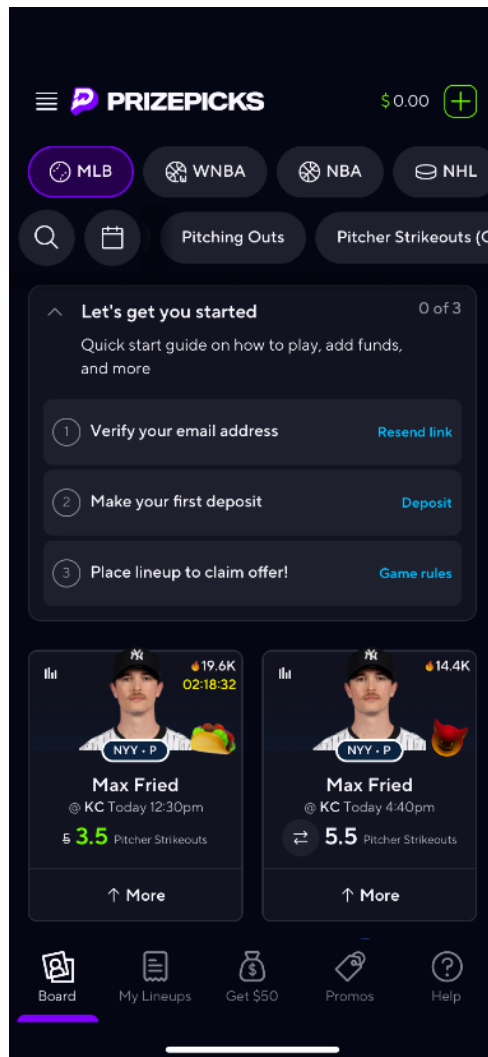
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²⁷ Plaintiff alleges that the gambling contests offered in California by PrizePicks constitute games of “chance” for purposes of those Penal Code Sections that prohibit lotteries and/or other games of chance, and, in the alternative, constitute games of skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code Section 337a or otherwise. Plaintiff notes, however, that the California AG, in his opinion dated July 3, 2025, stated that Section 337a applies whether or not skill predominates in wagering on pick’em contests and that pick’em contests violate Section 337a. **Exhibit A**, at 8, 11.

b. A Sample PrizePicks App Pick ‘Em Transaction.

68. The process on the mobile apps is substantively identical.

69. **First**, the user selects the sporting types (e.g., MLB, NBA, WNBA) and statistic types to bet on. Here the user has selected the MLB and “pitcher strikeouts” and “hitter fantasy score:”



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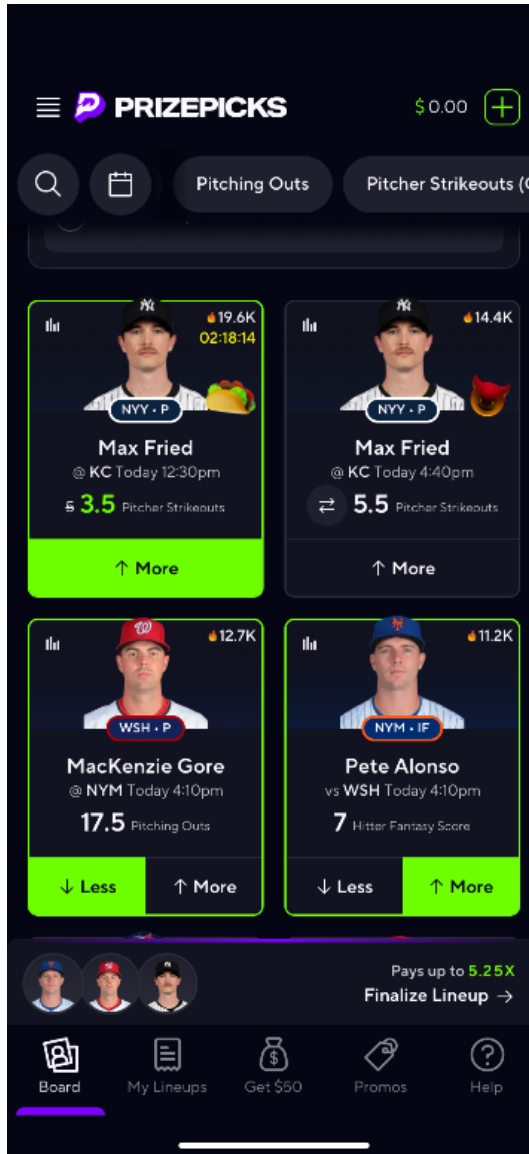
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70. **Second**, the user selects specific athletes, and whether to bet the “over” or “under” on each athlete. Here the user has selected the “over” on Max Fried, the “over” on Pete Alonso, and the “under” for MacKenzie Gore.



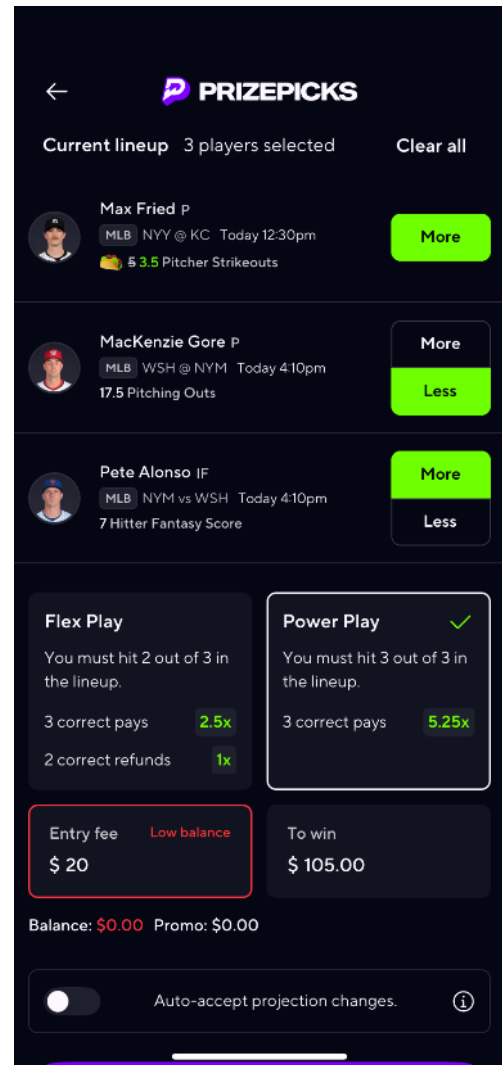
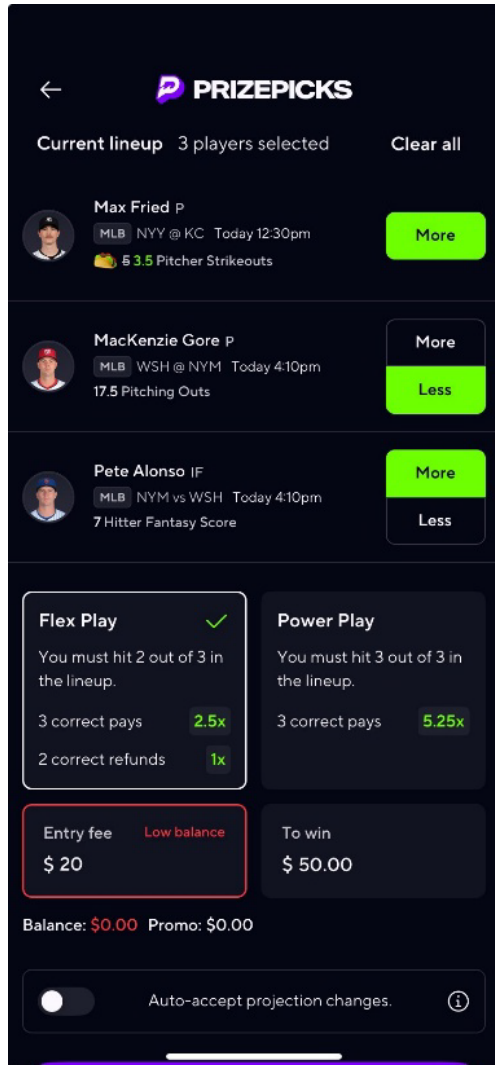
71. The statistical line for each player that the user is betting the “over” or “under” on is determined by PrizePicks, not the user.

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72. **Third**, the user chooses how much to bet, and whether to bet on “Flex Play” or “Power Play.” It is only after the wager amount is selected that the user is informed of the potential winnings. Here are two examples, one reflecting a wager of \$20.00 resulting in potential winnings of \$50.00 under “Flex Play” and the second reflecting a bet of \$20.00 resulting in potential winnings of \$105.00 under “Power Play”.



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73. **Fourth**, if the user completes the wager, he has a chance to win based on the betting line and terms set by PrizePicks. He has no ability to change or modify the outcome of the contest once his bet is placed, and other users' performances do not have any impact on the outcome of the contest. Only the athletes' actual performances in the selected statistical category (i.e., at the live sporting event) determine the outcome of the Pick 'Em contest.

74. **Finally**, after the underlying sports competitions resolve, PrizePicks uses its records (i.e., its betting book) to determine the winners and losers and make payments to winners from its funds (i.e., from the "bank").

75. Ultimately, regardless of which Pick 'Em sporting event type PrizePicks customers select, the specific athletes' "overs" and "unders" chosen, or the amounts bet, the customers have no control over the outcome of the contest they have wagered on. The outcome is determined entirely based on athletes' actual in-game performances (i.e., the athletes' performance in the actual underlying sporting events) and are entirely outside of the customers' control.

76. Put simply, the outcomes of the Pick 'Em contests are contingent and unknown at the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result, PrizePicks' Pick 'Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j.²⁸

2. **PrizePicks Illegal Pick 'Em Contests Differ Significantly from Traditional Fantasy Sports.**

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

78. PrizePicks Pick 'Em product is not a true fantasy game in any regard because PrizePicks sets the lines for the "overs" and "unders" on each statistic that is bet upon by the users,

²⁸ Plaintiff alleges that the gambling contests offered in California by PrizePicks constitute games of "chance" for purposes of those Penal Code Sections that prohibit lotteries and/or other games of chance, and, in the alternative, 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. Plaintiff notes, however, that the California AG, in his opinion dated July 3, 2025, stated that Section 337a applies whether or not skill predominates in wagering on pick'em contests and that pick'em contests violate Section 337a. **Exhibit A**, at 8, 11.

1 and the users play against PrizePicks (the “house”) and not other users for an opportunity to win
2 PrizePicks’ money.

3 79. Here are several other examples of critical differences of how Pick ‘Em differs from
4 traditional fantasy sports.

5 80. **First**, unlike traditional fantasy sports that are played between friends and family,
6 PrizePicks Pick ‘Em sets up contests between the users and PrizePicks—who serves as the house—
7 through its Gambling Websites.

8 81. **Second**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks collects,
9 documents (i.e., books), and holds all bets and wagers, and then PrizePicks uses its records (i.e.,
10 PrizePicks’ betting book) to determine winners and losers and to calculate payouts.

11 82. **Third**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks serves as the
12 “house,” taking on all contestants, paying all winners, and collecting from all losers.

13 83. **Fourth**, unlike traditional fantasy sports, in Pick ‘Em, the “over” and “under” lines
14 are all set by PrizePicks, just as in a traditional sports book betting gambling operation.

15 84. **Fifth**, unlike traditional fantasy sports, Pick ‘Em has the effect of creating a “parlay”
16 structure, where a user has to correctly select multiple independent outcomes in order to win his
17 bet against PrizePicks.

18 85. **Sixth**, unlike traditional fantasy sports, which generally last throughout an entire
19 sports season (e.g., the NFL regular football season), daily fantasy sports such as Pick ‘Em,
20 generally involve short periods of participation and are designed to entice multiple rounds of repeat
21 betting over the course of a day, a weekend, or a week.²⁹

22 86. **Finally**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks offers users the
23 opportunity to enter contests across a multitude of sporting types at the same time. For example, in
24
25

26 ²⁹ In fact, the sports betting industry is facing lawsuits across the country related to the addictive
27 nature of their online betting platforms. While those claims are not at issue in this lawsuit, the
28 California legislature has also expressly noted the addictive nature of gambling: “Gambling can
become addictive and is not an activity to be promoted or legitimized as entertainment for children
and families.” Cal. Bus. & Prof. Code § 19801(c).

June 2025, PrizePicks offered contests on MLB, the WNBA, the NBA, NHL, Tennis, Soccer, the PGA, NFL, MMA, Darts, and Cricket, among others, on the Gambling Websites in California.

87. Ultimately, regardless of which Pick ‘Em sporting event type PrizePicks’ customers select, the specific athletes’ “overs” and “unders” chosen, or the amounts bet, the customers have no control over the outcome of the contest they have wagered on. The outcome is determined entirely based on athletes’ actual in-game performances (i.e., the athletes’ performance in the actual underlying sporting events) and are entirely outside of the customers’ control.

88. Put simply, the outcomes of the Pick ‘Em contests are contingent and unknown at the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result, PrizePicks’ Pick ‘Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j.³⁰

3. PrizePicks Solicits California Users Through a Comprehensive Advertising Campaign that Is Specifically Directed at California Consumers.

89. Online fantasy sports bet operators spend billions of dollars each year on advertising and marketing,³¹ with MediaRadar reporting that PrizePicks alone spends over \$100 million a year.³²

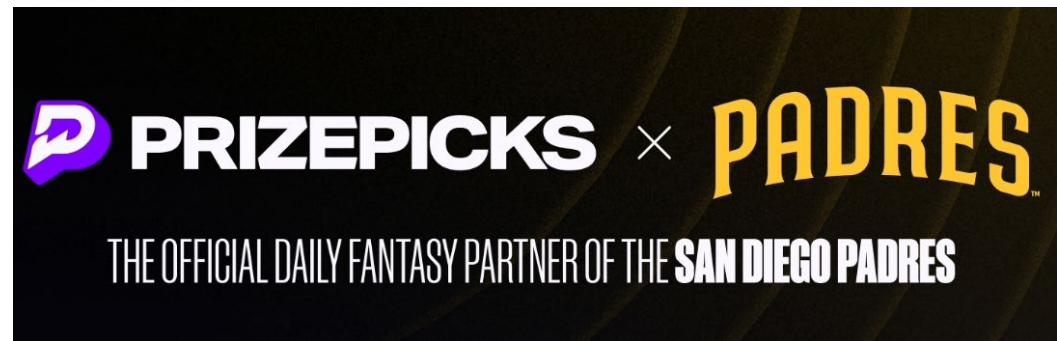
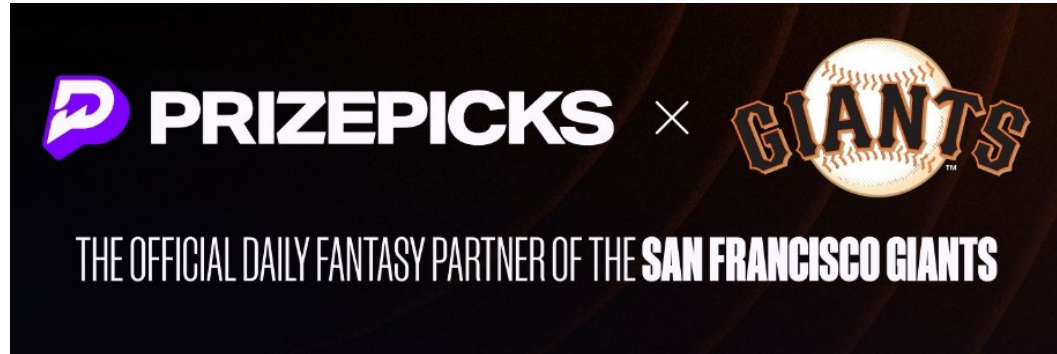
90. The reason PrizePicks spends over \$100 million each year on advertisements and marketing is to expand and maintain its userbase, including within California, which is the largest daily fantasy market in the country.

³⁰ Plaintiff alleges that the gambling contests offered in California by PrizePicks constitute games of “chance” for purposes of those Penal Code Sections that prohibit lotteries and/or other games of chance, and, in the alternative, 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. Plaintiff notes, however, that the California AG, in his opinion dated July 3, 2025, stated that Section 337a applies whether or not skill predominates in wagering on pick’em contests and that pick’em contests violate Section 337a. **Exhibit A**, at 8, 11.

³¹ *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 September 4, 2025).

³² <https://www.mediaradar.com/blog/blog/q4-2023-12-for-24-gambling> (last visited September 4, 2025).

91. Examples of PrizePicks' advertising and marketing tactics within California include sponsorship of established California sports teams. For example, PrizePicks prominently features on its website that it is an official partner of the San Francisco Giants and the San Diego Padres:



92. PrizePicks issued a press statement on April 24, 2025 regarding the partnership with the San Francisco Giants,³³ which among other things stated that:

As part of the multi-year partnership, *PrizePicks branding will be showcased prominently throughout Oracle Park* with rotating signage behind home plate and LED signage on each baseline.

PrizePicks logos will be featured across the K-Counter in right field, creating an interactive experience for fans in the ballpark.

Fans seated on top of the right field wall near the strikeout counter will have the opportunity to flip over the PrizePicks branded signs, revealing a "K" for each strikeout earned by a Giants pitcher.

When Giants pitchers combine for 12 strikeouts in a home game, fans can participate in a text-to-enter promotion with the chance to win a \$12,000 free PrizePicks lineup and tickets to a future Giants game at Oracle Park.

(Emphasis and paragraph breaks added.)

³³ <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited September 4, 2025).

93. In short, according to the press statement, all attendees of Giants games in San Francisco, California will now be “prominently” subjected to PrizePicks’ gambling solicitations.

94. PrizePicks also put out a similar press release regarding the San Diego Padres, including similar in-stadium sponsorship at the Padres’ California stadium, that will lead all attendees of those games in California to be subject to PrizePicks’ gambling solicitations.³⁴

95. PrizePicks also runs extensive traditional TV advertisements featuring celebrities and promotional offers to attract new customers, with many of those ads run in California and explicitly identifying the availability of PrizePicks in California:³⁵



³⁴ [https://www.prizepicks.com/press-news/prizepicks-announces-official-partnership-with-san-diego-padres#:~:text=PrizePicks%20Announces%20Official%20Partnership%20with%20San%20Diego%20Padres,-April%202023%2C%202025&text=SAN%20DIEGO%20\(April%202023%2C%202025,Official%20Daily%20Fantasy%20Sports%20Partner](https://www.prizepicks.com/press-news/prizepicks-announces-official-partnership-with-san-diego-padres#:~:text=PrizePicks%20Announces%20Official%20Partnership%20with%20San%20Diego%20Padres,-April%202023%2C%202025&text=SAN%20DIEGO%20(April%202023%2C%202025,Official%20Daily%20Fantasy%20Sports%20Partner) (last visited September 4, 2025).

³⁵ For example, PrizePicks ran a TV ad during the 2025 NFL playoffs featuring Rubi Rose that also included a specific portion of the ad identifying the availability of PrizePicks in California. Available online at, <https://www.youtube.com/watch?v=q0wJ2oLNNXI> (last visited September 4, 2025); see also <https://www.youtube.com/@PrizePicks> (last visited September 4, 2025) (PrizePicks official YouTube account where video content is posted, including commercials).

96. PrizePicks also engages in digital advertising, including social media advertising, to target specific demographics and interests. Among other things, many of those ads are specifically directed at Californians.

97. For example, here are screenshots of a California specific video ad for PrizePicks on Instagram,³⁶ that begins with the speaker stating “California PrizePicks is now available in your state,” before going on to advertise PrizePicks’ Pick ‘Em product and offering bonus signups to California users:



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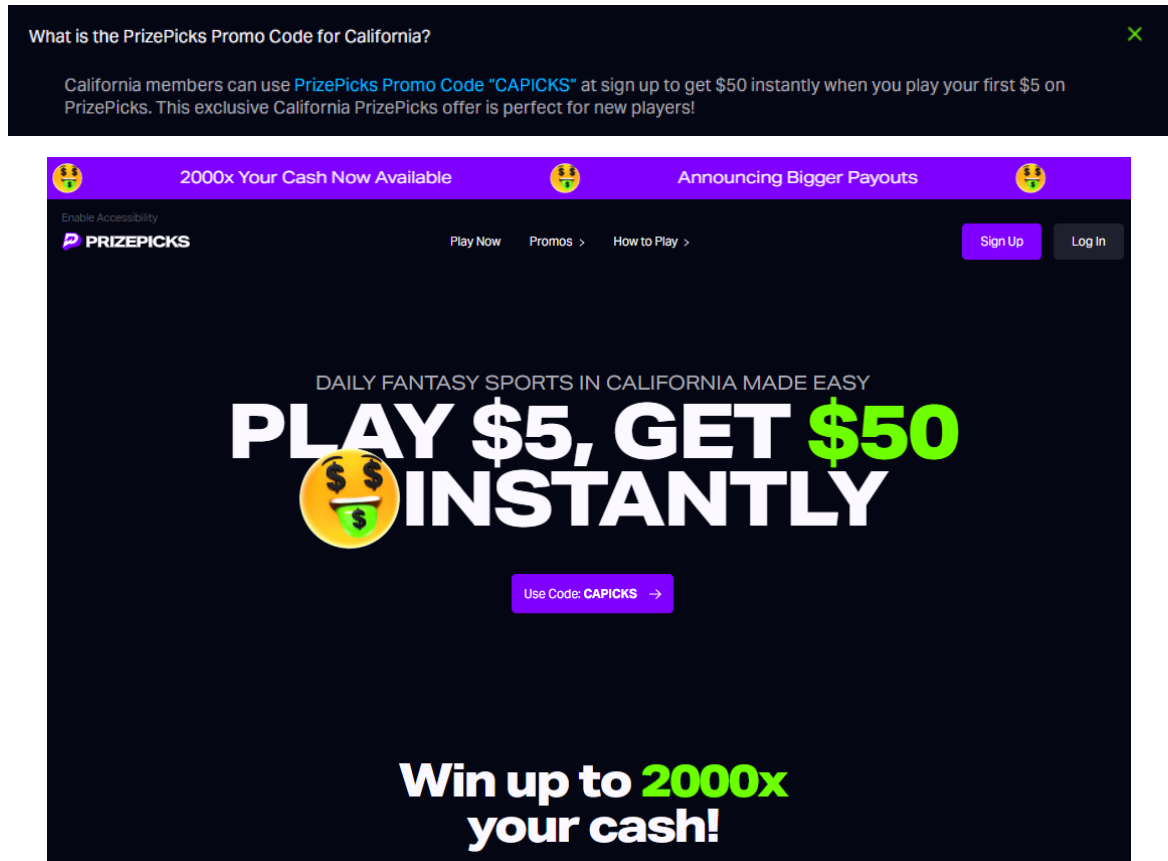
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³⁶The advertisement appeared at <https://www.instagram.com/p/DIwOMS0gEVu/?igsh=NjZiM2M3MzIxNA==> (last accessed June 6, 2025; as of June 10, 2025, the URL was no longer working).

98. PrizePicks also uses new user bonuses, deposit matches, and referral programs, among other tactics, to incentivize sign-ups. Those bonuses include California-user-specific bonuses:



99. Put simply, PrizePicks has a comprehensive marketing and customer solicitation strategy, that includes soliciting new and existing customers to use PrizePicks in California.

100. PrizePicks' advertisements not only make affirmative misrepresentations (as detailed above), but intentionally, strategically, and willfully fail to disclose that PrizePicks' goods and services are illegal in California—information which any reasonable consumer (including Plaintiff) would regard as material in their decision to use the Gambling Websites and enter the Pick 'Em contests.

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4. **Once Potential Customers Arrive on the PrizePicks Gambling Websites, They Are Repeatedly Assured that PrizePicks Is Properly Operating in California.**

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

102. For example, on the main PrizePicks landing page, PrizePicks.com, one of the first images a user encounters is a map showing where PrizePicks is available, which includes California:³⁷

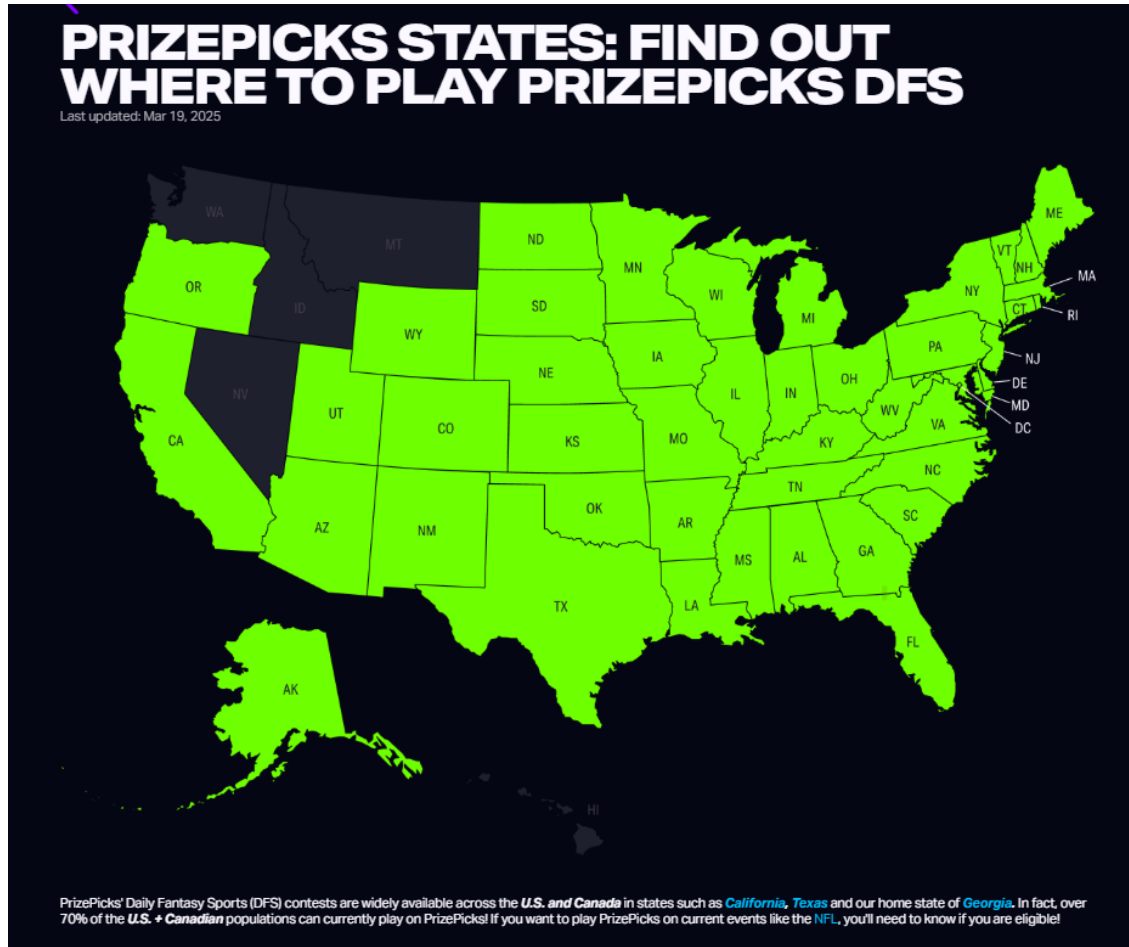


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³⁷ The image is in contrast to other gambling products offered by PrizePicks, which it states are not available to California users, as discussed in Paragraphs 103 to 110, below.

103. Similarly, if the user navigates to a tab on the main landing page that reads “Where to play DFS,” he is taken a similar landing page,³⁸ which once again represents that PrizePicks is available in California:



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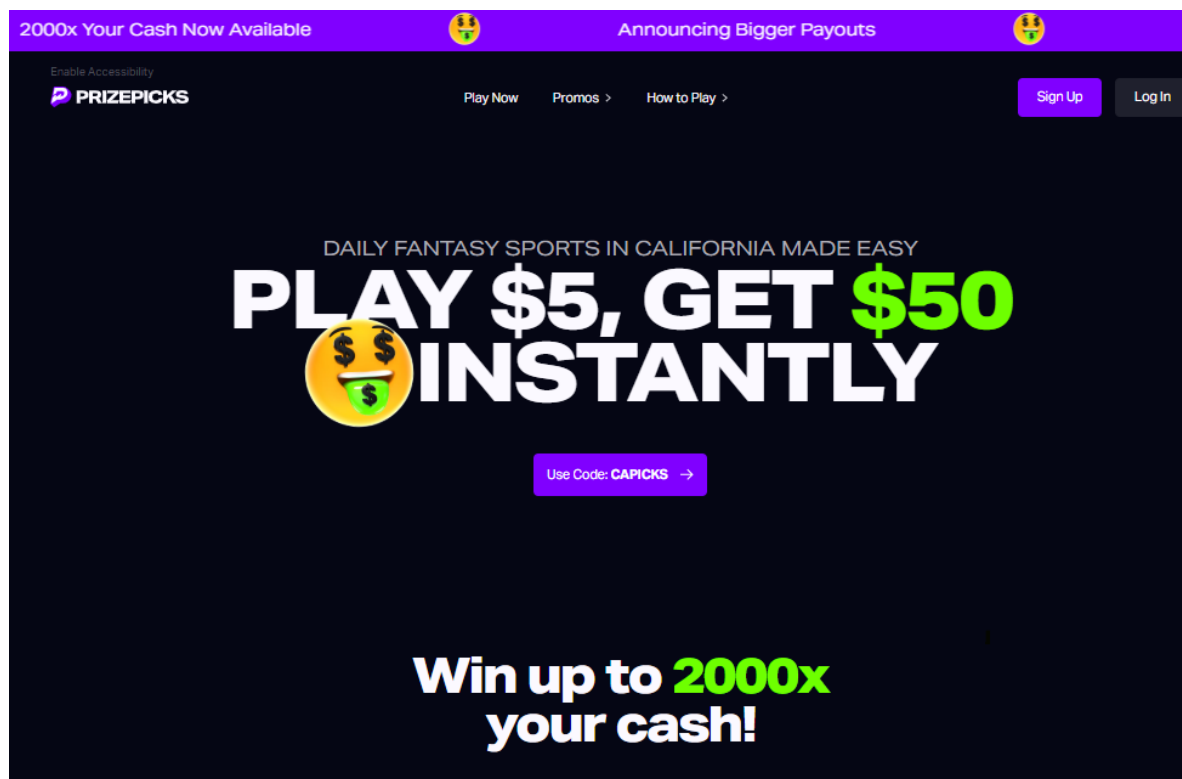
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³⁸ <https://www.prizepicks.com/resources/states-where-you-can-play-prizepicks> (as of June 10, 2025)

104. Below the map, PrizePicks states that “PrizePicks’ Daily Fantasy Sports (DFS) contests are widely available across the *U.S. and Canada* in states such as [California](#), [Texas](#) and our home state of [Georgia](#). In fact, over 70% of the *U.S. + Canadian* populations can currently play on PrizePicks! If you want to play PrizePicks on current events like the [NFL](#), you’ll need to know if you are eligible!” (Emphasis and hyperlinks in original.)

105. If a user follows the “California” hyperlink, he is taken to the PrizePicks California landing page,³⁹ which shows PrizePicks is “Daily Fantasy sports in California Made Easy,” followed by California-specific promotional offers:



106. The PrizePicks’ California landing page can also be accessed through many other links, including directly from Google and other online search engine results.

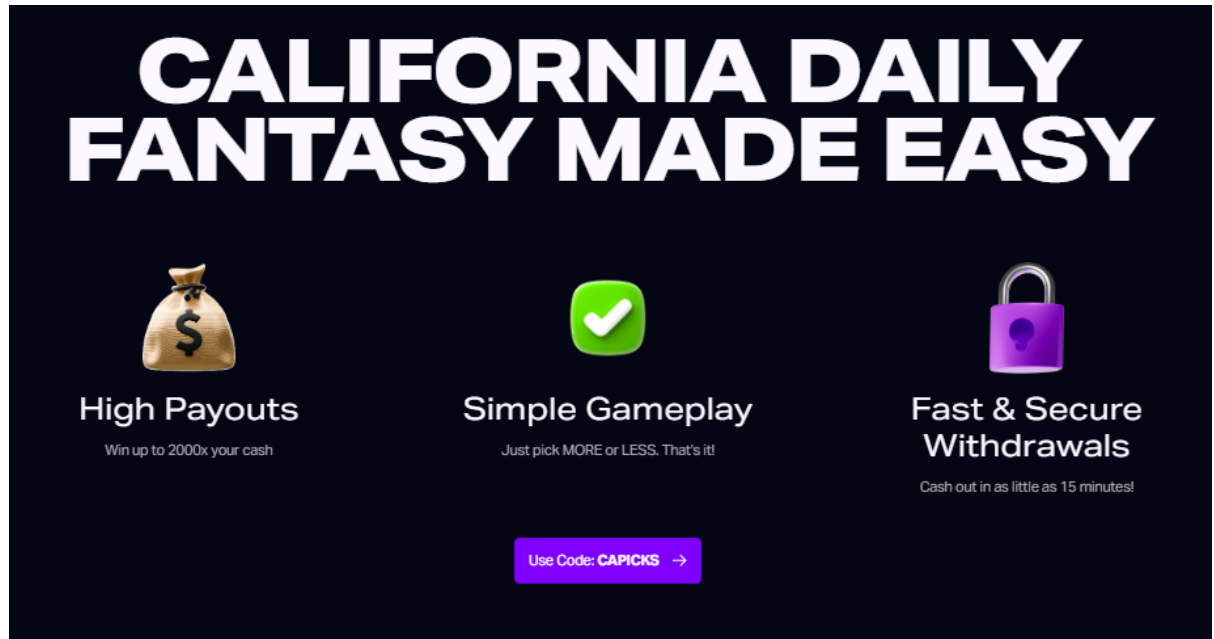
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³⁹ <https://www.prizepicks.com/states/california> (as of June 10, 2025).

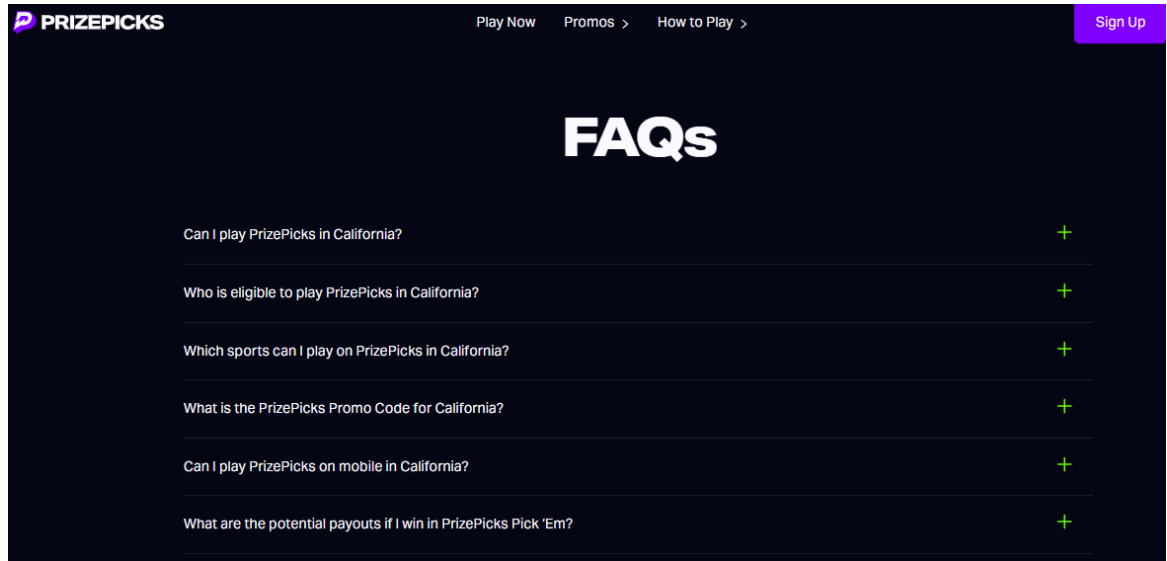
107. Further down the California landing page, PrizePicks once again emphasizes that PrizePicks is making “California Daily Fantasy Sports . . . Easy” for the user:



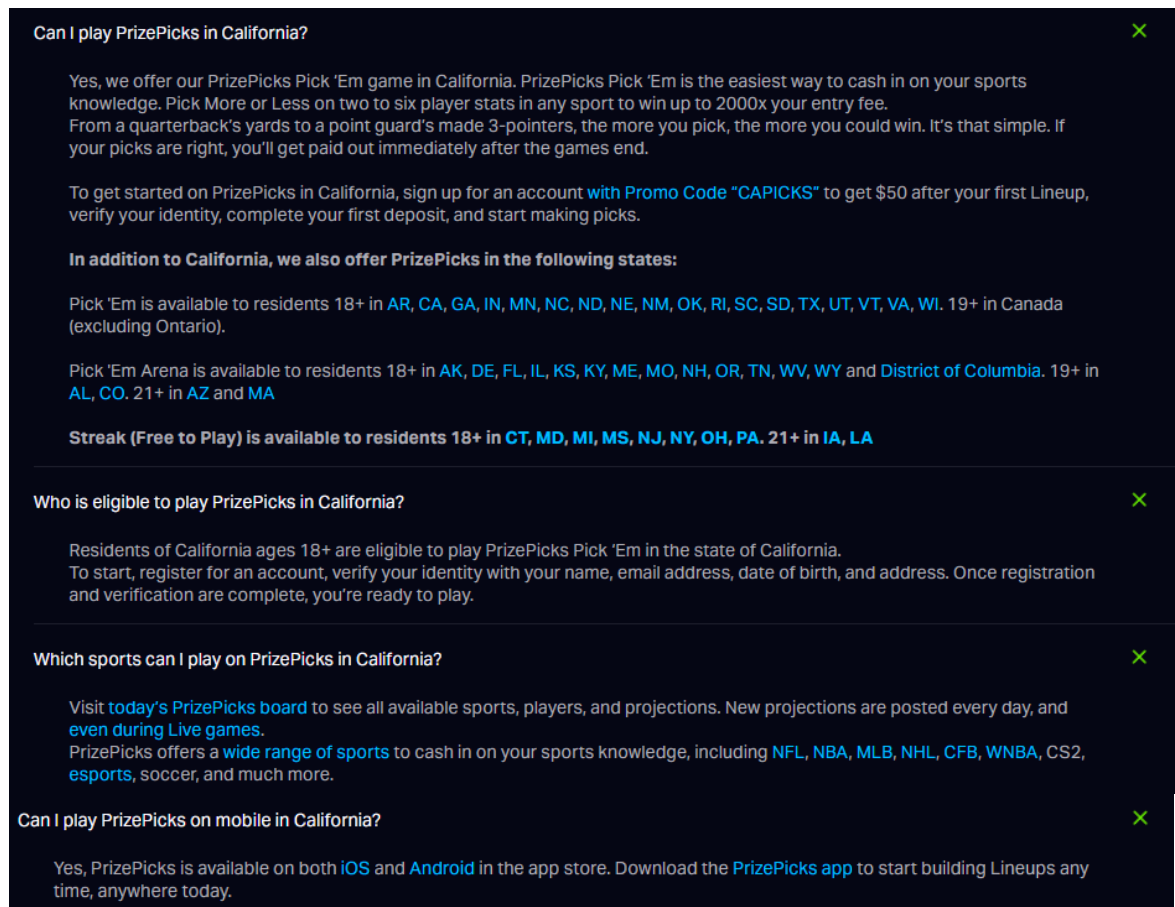
108. And PrizePicks once again follows up with a map reflecting that PrizePicks is available in California, among 45 other states:



109. At the bottom of the California landing page, the user is presented with a series of Frequently Asked Questions:



110. If the user expands the questions, he receives answers assuring him that he can play PrizePicks Pick 'Em in California (and many other states);

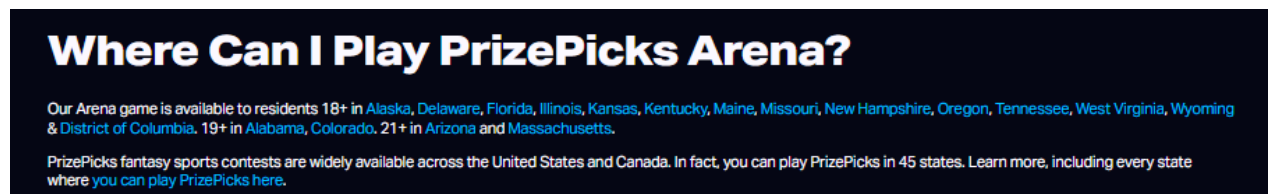


112. PrizePicks' representations regarding the availability Pick 'Em are in contrast to its representations regarding the availability of its other common products.

113. For example, PrizePicks has a similar "availability map" for its "Streak" product,⁴⁰ which reflects the product is not available in California and many other states:



114. And PrizePicks states that its "Pick 'Em Arena" product is only available in specific select states, excluding California:⁴¹



⁴⁰ <https://www.prizepicks.com/streak> (as of June 10, 2025).

⁴¹ <https://www.prizepicks.com/resources/how-to-play-prizepicks-pick-em-arena> (as of June 10, 2025).

115. Moreover, throughout the Gambling Websites, PrizePicks identifies different ages by state where customers can utilize the gambling products, for example:⁴²

Pick 'Em is available to residents 18+ in AR, CA, GA, IN, MN, NC, ND, NE, NM, OK, RI, SC, SD, TX, UT, VT, VA, WI and District of Columbia. 19+ in Canada (excluding Ontario).

Select more or less on 2-6 projection squares, choose Flex Play (1 or 2 picks can lose) or Power Play (all must win) and then lock in your lineup for big payouts.

Pick 'Em Arena is available to residents 18+ in AK, DE, FL, IL, KS, KY, ME, MO, NH, OR, TN, WV, & WY. 19+ in AL, CO. 21+ in AZ and MA

Select more or less on 2+ player projections, select your entry fee, and then submit your lineup. Your lineup is placed into a group according to member skill level, entry fee, number of projections selected, and the time of lineup submission. Members win by selecting a perfect lineup or by having the best lineup in the group.

Streak (Free to Play):

Available to residents 18+ in CT, MD, MI, MS, NJ, NY, OH, PA. 21+ in IA, LA,

116. Combined with PrizePicks' affirmative representations about where Pick 'Em is permitted, users are left to believe that PrizePicks, "the largest daily fantasy sports operator in North America,"⁴³ has carefully reviewed the gambling laws of California and other states and concluded that certain products are lawful in California and others are not.

117. Indeed, PrizePicks expressly states in its "How to Play PrizePicks" webpage,⁴⁴ that one of the reason users are required to submit their personal identifying information to PrizePicks is to "ensure that you meet state mandated age and location requirements governing daily fantasy sports:"

1. Register for a PrizePicks Account

When you first register for an account, you'll be asked to provide your name, email address, date of birth, address, and a password. We require personal identifying information such as your address and date of birth to ensure that you meet state mandated age and location requirements governing daily fantasy sports.

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⁴² <https://www.prizepicks.com/resources/states-where-you-can-play-prizepicks> (as of June 10, 2025).

⁴³ <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (as of June 10, 2025).

⁴⁴ <https://www.prizepicks.com/resources/how-to-play-prizepicks> (as of June 10, 2025)

118. PrizePicks further states that its verification tools, which, as noted above, includes location verification, are used to “comply with applicable laws”:

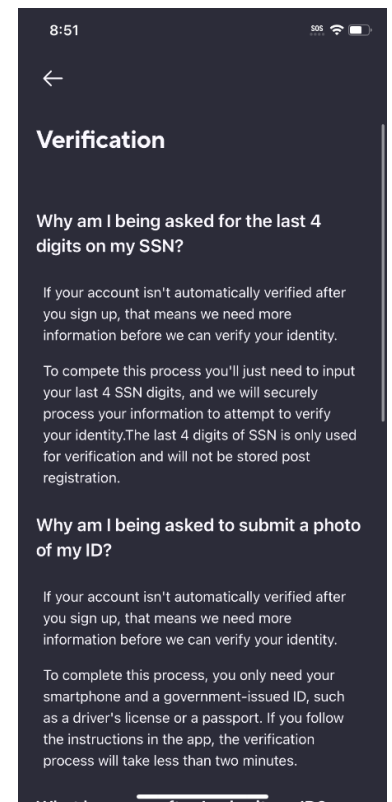
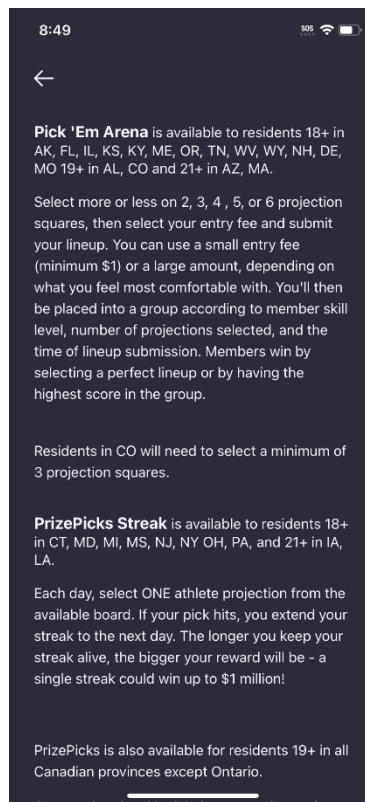
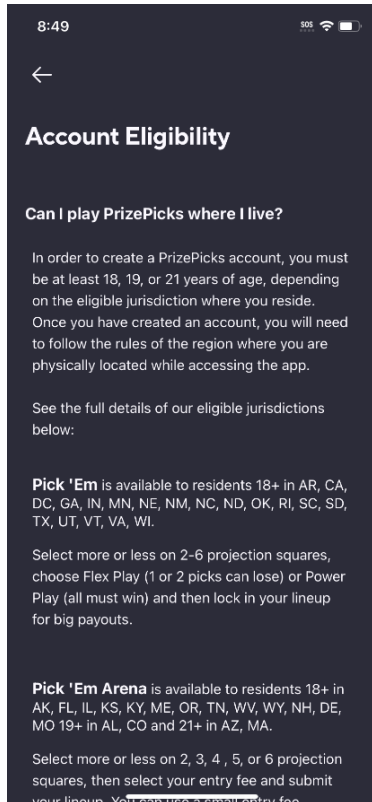
2. Verify your identity

Privacy and member data protection are at the forefront of everything we do. One of the best ways to protect members is to verify their identities and confirm you are who you say you are.

Our verification tools allow us to confirm and authenticate your identity, comply with applicable laws, and safeguard PrizePicks and its players from fraud and bad actors so that we can continuously offer our world-class single-player DFS game in the safest environment possible.

Once you correctly enter the requested information and have submitted valid legal identification you will be ready to fund your account and start playing PrizePicks! If you have any issues verifying your identity or come across PrizePicks second-level identify verification please do not hesitate to reach out to our 24/7 customer support [HERE](#) to help finish getting your account set up.

119. Similar representations are made on the mobile apps. For example, PrizePicks includes state specific age requirements and represents that account verification is needed in order to “follow the rules of the region where you are physically located while accessing the app.”



120. Put simply, PrizePicks intentionally and strategically leads—in fact, misleads—consumers into believing that its operation of the Gambling Websites in California is legal. It is not.

121. PrizePicks does so not only by making affirmative misrepresentations (as detailed above), but by intentionally, strategically, and willfully failing to disclose that its goods and

1 services are illegal in California—information which any reasonable consumer (including Plaintiff)
2 would regard as material in their decision to use the Gambling Websites and enter the Pick ‘Em
3 contests.

4 **F. Plaintiff’s Experiences.**

5 122. At all times relevant to this action, including at all times since creating an account
6 with PrizePicks, Plaintiff has resided in San Francisco, California.

7 123. Plaintiff created an account with PrizePicks. PrizePicks represented to Plaintiff that
8 the products and services it offered in California were legal.

9 124. Since that time, PrizePicks has continued to represent to Plaintiff including on the
10 Gambling Websites themselves—that its services are legal in California.

11 125. In setting up and using his PrizePicks account, Plaintiff expressly relied upon
12 PrizePicks’ representations that the services it provides in California are legal.

13 126. If PrizePicks had honestly and accurately disclosed the unlawful nature of its
14 gambling operations in California, Plaintiff would not have created an account with PrizePicks in
15 California and would not have placed bets while in California through the PrizePicks Gambling
16 Websites.

17 127. What Plaintiff bargained for was entry into a *legal* gambling contest, but what
18 Plaintiff received from Defendant SidePrize LLC d/b/a PrizePicks was entry into
19 an *illegal* gambling contest. Plaintiff did not receive the benefit of the bargain, as the illegal entry
20 had substantially less (in fact zero) value than entry into a legal contest. Moreover, if Defendant
21 SidePrize LLC d/b/a PrizePicks had accurately disclosed the unlawful nature of the gambling
22 service, Plaintiff would not have purchased Defendant SidePrize LLC d/b/a PrizePicks’s gambling
23 service at all.

24 128. Since opening an account, Plaintiff has lost approximately \$4,000 to PrizePicks
25 while in California.

26 129. If PrizePicks had not solicited bets and wagers from Plaintiff while representing that
27 such activities were legal (when, unknown to Plaintiff at the time, they in fact were not legal), he
28 would not have made any of those bets or wagers and would not have paid any money to PrizePicks.

1 130. If PrizePicks had not solicited bets and wagers from Plaintiff while omitting that
2 such activities were illegal (when, known to PrizePicks at the time, they in fact were not legal), he
3 would not have made any of those bets or wagers and would not have paid any money to PrizePicks.

4 131. Among other gambling options offered by PrizePicks in California, Plaintiff has
5 played Pick ‘Em while in California and lost money to PrizePicks.

6 132. In Plaintiff’s experience, PrizePicks serves as the “house,” setting the betting lines,
7 taking bets and wagers from all users, documenting (i.e., “booking”) those bets, using its records
8 to determine “winners” and “losers,” and eventually paying out the winners.

9 133. While Plaintiff has now discontinued the use of PrizePicks while in California, he
10 remains interested in online gambling in California, and if it becomes legal, he would continue to
11 gamble online in California. Plaintiff may be tricked by PrizePicks in the future into engaging in
12 unlawful gambling in California if PrizePicks continues to claim that its practices are legal.

13 134. Plaintiff’s sole reason for setting up an account with PrizePicks and purportedly
14 consenting to PrizePicks’ terms of service (which he did not review and was not aware he was
15 purportedly agreeing to at the time of account creation or otherwise) was to gain access to the
16 gambling services in California offered by PrizePicks that he now understands violate California
17 law.

18 135. Said differently, to the extent a contract was formed between Plaintiff and
19 PrizePicks, the sole purpose of the contract was to facilitate the unlawful gambling activities that
20 are at issue in this Complaint.

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

26 **G. Plaintiff’s Claims Are Not Subject to Arbitration.**

27 137. Plaintiff’s sole reason for setting up an account with PrizePicks and purportedly
28 consenting to PrizePicks’ terms of service (which he did not review and was not aware he was

purportedly agreeing to at the time of account creation or otherwise) was to gain access to the gambling services in California offered by PrizePicks that he now understands violate California law.

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

139. Accordingly, Plaintiff's contract with PrizePicks (to the extent any such contract was otherwise ever formed), is void (and was void *ab initio*) pursuant to, among other authorities, California Civil Code Section 1667, which makes contracts invalid where the contract is: "1. Contrary to an express provision of law; 2. Contrary to the policy of express law, though not expressly prohibited; or 3. Otherwise contrary to good morals."⁴⁵

140. Moreover, even if a contract were formed (and it was not), by the express terms of that contract, "claim[s] for equitable relief" are "not subject to the Agreement to Arbitrate":

Exceptions to Arbitration. You and PrizePicks agree that *the following claims are not subject to the Agreement to Arbitrate*: (a) any claim seeking to enforce or protect, or concerning the validity of, any of PrizePicks' intellectual property rights; (b) any claim brought by PrizePicks related to, or arising from, allegations of your piracy [sic] or invasion of privacy; and (c) *any claim for equitable relief*. In addition to the foregoing, PrizePicks may assert an individual action as described in Section 23.1.

PrizePicks Terms of Service dated August 25, 2025 at ¶ 23.2 (emphasis added).⁴⁶

141. In this Action, Plaintiff expressly only alleges claims for equitable relief, as reflected in Section VII, below, and accordingly, his claims are not subject to arbitration.

H. PrizePicks' Affirmative Misrepresentations Have Tolloed the Statute of Limitations.

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

⁴⁵ Plaintiff expressly reserves his right to contest the PrizePicks Terms of Service on additional and separate grounds in response to any motion brought by PrizePicks or otherwise.

⁴⁶ Available online at <https://www.prizepicks.com/help-center/terms-of-service> (last visited September 4, 2025).

143. Among other things, PrizePicks has held itself out as being an expert on gambling law and regulations, and induced Plaintiff and the Class to rely on its affirmative false representations and statements in order to secure Plaintiff's and the Class's use of the Gambling Websites and to keep Plaintiff and the Class using the unlawful Gambling Websites in California.

144. As a direct and proximate result of PrizePicks' affirmative misrepresentations and statements, Plaintiff and the Class had no reason to believe that operation of the Gambling Websites was unlawful. In fact, just the opposite. They trusted and relied upon the purported expertise of PrizePicks, "the largest daily fantasy sports operator in North America,"⁴⁷ in California gambling law and regulation.

145. Plaintiff and the Class were unable to discover—and in fact, did not discover—the true and unlawful nature of the Gambling Websites on their own, as, on information and belief, PrizePicks and others in the online gambling industry have inundated the internet and other publicly available resources (e.g., news articles and legal blogs) with claims that daily fantasy sports betting contests and other betting contests, like Pick 'Em, are legal in California.

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

I. PrizePicks Acted with Malice, Oppression, and Fraud.

147. As detailed in this Complaint, PrizePicks has acted with malice, oppression, and fraud.

148. PrizePicks acted with malice, because, among other reasons and as otherwise detailed in this Complaint, PrizePicks' conduct was despicable and was done with a willful and knowing disregard of the rights of the public, Plaintiff, and the Class (as defined below) because PrizePicks knew (or should have known) that its gambling operations in California were illegal, but despite that induced Plaintiff and the Class to gamble and lose money through its Gambling Websites while in California. As the California legislature has repeatedly made clear, "no person

⁴⁷ <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited September 4, 2025).

1 in this state has a right to operate a gambling enterprise except as may be expressly permitted by
2 the laws of this state.” Cal. Bus. & Prof. Code § 19801(d).

3 149. PrizePicks’ conduct was oppressive because, among other reasons and as otherwise
4 detailed in this Complaint, it was despicable and subjected Plaintiff and the Class to cruel and unjust
5 hardship in knowing disregard of their rights, including by falsely inducing them to lose significant
6 sums of money through the illegal gambling enterprise that PrizePicks held out as being legal in
7 California.

8 150. PrizePicks’ conduct was fraudulent, because, among other reasons and as otherwise
9 detailed in this Complaint, PrizePicks intentionally misrepresented and concealed the true nature
10 of its unlawful gambling enterprise from Plaintiff and the Class by affirmatively representing that
11 the Gambling Websites and associated contests were legal in California when PrizePicks knew (or
12 should have known) that such contests were not.

13 **J. Plaintiff and the Class Lack an Adequate Remedy at Law.**

14 151. Plaintiff and the Class (as defined below) have suffered an injury in fact resulting in
15 the loss of money and/or property as a proximate result of Defendants’ violation of law and
16 wrongful conduct alleged herein, and they lack an adequate remedy at law to address the unfair
17 conduct at issue here. Legal remedies available to Plaintiff and Class are inadequate because they
18 are not equally prompt and certain and in other ways efficient as equitable relief. Damages are not
19 as equally certain as restitution because the standard that governs restitution is different than the
20 standard that governs damages. As such, the Court may award restitution even if it determines that
21 Plaintiff and the Class fail to sufficiently adduce evidence to support an award of damages. Further,
22 damages and restitution are not the same amount. Unlike damages, restitution is not limited to the
23 amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief,
24 including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the
25 original funds have grown far greater than the legal rate of interest would recognize. In short,
26 significant differences in proof and certainty establish that any potential legal claim cannot serve
27 as an adequate remedy at law.
28

V. **CLASS ALLEGATIONS**

152. This action is brought and may properly proceed as a class action pursuant to Section 382 of the Code of Civil Procedure.

153. Plaintiff seeks certification of the following class (the “Class”):

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

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

155. PrizePicks’ practices have resulted in actual injury and harm to the Class members in the amount of deposits made with PrizePicks and/or losses incurred on the Gambling Websites for bets or wagers placed while in California.

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

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

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

- a. What gambling contests PrizePicks offers in California.
- b. What mediums (e.g., website, app, in person, etc.) PrizePicks offers its gambling contests through in California.
- c. The dates and number of gambling contests offered by PrizePicks in California.
- d. Whether PrizePicks violates California Penal Code Section 319 by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- e. Whether PrizePicks violates California Penal Code Section 320 by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- f. Whether PrizePicks violates California Penal Code Section 321 by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- g. Whether PrizePicks violates California Penal Code Section 330 by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- h. Whether PrizePicks violates California Penal Code Section 330a by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- i. Whether PrizePicks violates California Penal Code Section 337a by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.
- j. Whether PrizePicks violates any additional sections of the California Penal Code or other applicable California law and/or regulation by operating the Gambling Websites in California and allowing California residents to place bets and wagers on the Gambling Websites.

- 1 k. Whether PrizePicks’ violations of the California Penal Code give rise to
2 liability under California’s unfair competition law.
- 3 l. Whether PrizePicks is a “person” within the meaning of Section 1761(c) of
4 the California Consumer Legal Remedies Act (“CLRA”).
- 5 m. Whether Plaintiff is a “consumer” within the meaning of Section 1761(d) of
6 the CLRA.
- 7 n. Whether PrizePicks’ practices violate the following CLRA Sections, among
8 others:
- 9 i. “Misrepresenting the source, sponsorship, approval, or certification
10 of goods or services” (a)(2);
- 11 ii. “Misrepresenting the affiliation, connection, or association with, or
12 certification by, another” (a)(3);
- 13 iii. “Representing that goods or services have sponsorship, approval,
14 characteristics, ingredients, uses, benefits, or quantities that they do not
15 have or that a person has a sponsorship, approval, status, affiliation, or
16 connection that the person does not have” (a)(5);
- 17 iv. “Representing that goods or services are of a particular standard,
18 quality, or grade, or that goods are of a particular style or model, if they are
19 of another” (a)(7);
- 20 v. “Representing that a transaction confers or involves rights, remedies,
21 or obligations that it does not have or involve, or that are prohibited by law”
22 (a)(14);
- 23 vi. “Representing that the consumer will receive a rebate, discount, or
24 other economic benefit, if the earning of the benefit is contingent on an
25 event to occur subsequent to the consummation of the transaction” (a)(17);
26 and
- 27 vii. “Inserting an unconscionable provision in the contract” (a)(19).
28

- o. Whether PrizePicks' operation of the Gambling Websites should be enjoined in California.
- p. The appropriate equitable monetary model for calculating equitable restitution and/or equitable disgorgement.
- q. Whether PrizePicks' 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.

159. **Predominance.** These common issues predominate over individualized inquiries in this action because PrizePicks' liability can be established as to all members of the Class as discussed herein.

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

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

162. **Superiority.** There are substantial benefits to proceeding as a class action that render proceeding as a class action superior to any alternatives, including that it will provide a realistic means for members of the Class to receive equitable monetary relief; the equitable monetary relief suffered by members of the Class may be relatively small; it would be substantially less burdensome on the courts and the parties than numerous individual proceedings; many members of the Class may be unaware that they have equitable recourse for the conduct alleged

herein; and because issues common to members of the Class can be effectively managed in a single proceeding. Plaintiff and his counsel know of no difficulty that could be encountered in the management of this litigation that would preclude its maintenance as a class action.

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

VI. 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.**

164. Plaintiff incorporates by reference and realleges all paragraphs herein.

165. PrizePicks, Plaintiff, and the members of the Class are “persons” within the meaning of the UCL.

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

167. PrizePicks’ 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, PrizePicks 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 Pick ‘Em contests in California.⁴⁸
- b. Operated banking and/or percentage gambling games in violation of Penal Code Section 330 by operating the Gambling Websites and Pick ‘Em contests in California.

⁴⁸ 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 PrizePicks 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.

- c. Engaged in pool selling in violation of Penal Code Section 337(a)(1) by operating the Gambling Websites and Pick ‘Em contests in California.⁴⁹
- d. Engaged in bookmaking in violation of Penal Code Section 337(a)(1) by operating the Gambling Websites and Pick ‘Em 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 Pick ‘Em 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 Pick ‘Em 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,

⁴⁹ Plaintiff expressly states his allegation of “pool selling” as an alternative to his “banking game” allegation, to the extent there is any inconsistency between these allegations.

1 or mechanical apparatus” by operating the Gambling Websites and
2 Pick ‘Em contests in California.

3 168. PrizePicks’ operation of the Gambling Websites and Pick ‘Em contests within
4 California is also unlawful within the meaning of the UCL because PrizePicks has violated the
5 CLRA, as alleged in the Second Cause of Action, below.

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

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

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

19 172. PrizePicks has, in the course of business and in the course of trade or commerce,
20 undertaken and engaged in unfair business acts and practices by failing to disclose that its products
21 and services are illegal and California—information which any reasonable consumer (including
22 Plaintiff) would regard as material in their decision to use Gambling Websites and enter the Pick
23 ‘Em contests. These material omissions caused Plaintiff and the Class to be tricked out of tens of
24 millions of dollars that they would not have paid to PrizePicks if all material information had been
25 accurately disclosed by PrizePicks. This information was uniquely in PrizePicks’ control and was
26 not available or reasonably discoverable by Plaintiff or the Class.

27 173. Plaintiff and the Class have suffered injury in fact—in the form of all amounts paid
28 to PrizePicks and/or the total of net losses on the Gambling Websites run by PrizePicks for bets

1 placed within California—as a result of PrizePicks’ unlawful and unfair business acts and practices
2 and are at substantial risk of continuing to lose money and be injured by those acts and practices if
3 the practices are not enjoined.

4 174. Plaintiff seeks all available *equitable* remedies under the UCL and expressly states
5 that he does not seek any non-equitable remedies. Specifically, Plaintiff and the Class seek an order
6 providing equitable restitution and/or equitable disgorgement in the form of all amounts paid to
7 PrizePicks by Plaintiff and the Class and/or the total of net losses on the Gambling Websites by
8 Plaintiff and the Class for bets placed within California.

9 175. Plaintiff further seeks an equitable order enjoining the unlawful practices.

10 176. To the extent found to be available in a claim at equity, Plaintiff and the Class further
11 seek their attorneys’ fees and costs pursuant to California Code of Civil Procedure Section 1021.5
12 because Plaintiff and the Class seek to enforce “an important right affecting the public interest” in
13 bringing this equitable claim.

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

16 177. Plaintiff incorporates by reference and realleges all paragraphs alleged herein.

17 178. At all relevant times, Plaintiff and Class members were “consumers” within the
18 meaning of the CLRA, as they were individuals seeking or acquiring, by purchase or lease, goods
19 or services for personal, family, or household purposes.

20 179. PrizePicks’ conduct constituted transactions for the sale or lease of goods or services
21 to consumers under the terms of the CLRA, namely the selling of the unlawful gambling goods and
22 services that are at issue in this action through the Gambling Websites.

23 180. PrizePicks has, in the course of business and in the course of trade or commerce,
24 undertaken and engaged in unfair business acts and practices by failing to disclose that its goods
25 and services are illegal and California—information which any reasonable consumer (including
26 Plaintiff) would regard as material in their decision to use Gambling Websites and enter the Pick
27 ‘Em contests. These material omissions caused Plaintiff and the Class to be tricked out of tens of
28 millions of dollars that they would not have paid to PrizePicks if all material information had been

1 accurately disclosed by PrizePicks. This information was uniquely in PrizePicks' control and was
2 not available or reasonably discoverable by Plaintiff or the Class.

3 181. PrizePicks violated the CLRA by, among other things:

- 4 a. "Misrepresenting the source, sponsorship, approval, or certification of goods
5 or services" (a)(2);
- 6 b. "Misrepresenting the affiliation, connection, or association with, or
7 certification by, another" (a)(3);
- 8 c. "Representing that goods or services have sponsorship, approval,
9 characteristics, ingredients, uses, benefits, or quantities that they do not have
10 or that a person has a sponsorship, approval, status, affiliation, or connection
11 that the person does not have" (a)(5);
- 12 d. "Representing that goods or services are of a particular standard, quality, or
13 grade, or that goods are of a particular style or model, if they are of another"
14 (a)(7);
- 15 e. "Representing that a transaction confers or involves rights, remedies, or
16 obligations that it does not have or involve, or that are prohibited by law"
17 (a)(14);
- 18 f. "Representing that the consumer will receive a rebate, discount, or other
19 economic benefit, if the earning of the benefit is contingent on an event to
20 occur subsequent to the consummation of the transaction" (a)(17); and
- 21 g. "Inserting an unconscionable provision in the contract" (a)(19).

22 182. PrizePicks' actions, misrepresentations, and omissions were material, and
23 PrizePicks' violations of the CLRA were a substantial factor in causing Plaintiff and the Class to
24 lose money.

25 183. As a direct and proximate consequence of these actions, misrepresentations, and
26 omissions, Plaintiff and the Class suffered injury.

184. PrizePicks’ actions, misrepresentations, and omissions were malicious, fraudulent, and wanton in that they intentionally and knowingly provided misleading information to Plaintiff and the Class for Defendants’ own benefit to the detriment of Plaintiff and the Class.

185. 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. *Id.* § 1780(d).
- d. Establishing a substantive right to pursue class claims. *Id.* § 1781; *see also id.* § 1752.
- e. Authorizing injunctive relief. *Id.* § 1780(a)(2)
- f. Authorizing restitution of unlawfully taken sums. *Id.* § 1780(a)(3).
- g. Requiring that the Court “shall award court costs and attorney’s fees to a prevailing plaintiff in litigation.” *Id.* § 1780(e).

186. Plaintiff seeks all available *equitable* remedies under the CLRA and expressly states that he does not seek any non-equitable remedies.

VII. PRAYER FOR RELIEF

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

- a. Granting all available *equitable* remedies and expressly state that he does not seek any non-equitable remedies.⁵⁰

⁵⁰ If this action is compelled to arbitration (and it should not be) and/or the Terms of Service are otherwise found by the Court to be void and/or in applicable to this action, Plaintiff reserves his right to add additional claims for non-equitable relief at such time.

- b. Certifying the proposed Class pursuant to Section 382 of the Code of Civil Procedure, appointing Plaintiff as Class Representative, and appointing Plaintiff's counsel as Class Counsel;
- c. Providing for any and all equitable injunctive relief the Court deems appropriate;
- d. Awarding equitable monetary relief, including but not limited to equitable restitution and/or equitable disgorgement;
- e. Providing for any and all other equitable monetary relief the Court deems appropriate;
- f. Awarding Plaintiff his reasonable costs and expenses of suit, including attorney's fees to the extent allowed at equity;
- g. Awarding pre- and post-judgement interest on any equitable monetary recovery to extent allowed at equity; and
- h. Providing such further equitable relief as this Court may deem just and proper.

Respectfully submitted,

Dated: September 25, 2025

By: /s/ Margot P. Cutter

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VIII. DEMAND FOR TRIAL BY JURY

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

Dated: September 25, 2025

By: /s/ Margot P. Cutter

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