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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

SEAN HERMAN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SCIPLAY CORPORATION; and SCIPLAY
GAMES, LLC,

Defendant.

NO.

CLASS ACTION COMPLAINT

(DEMAND FOR JURY TRIAL)

This is a putative class action lawsuit against Defendants for engaging in an illegal gambling scheme. Plaintiff Sean Herman, individually and on behalf of all others similarly situated, makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to allegations specifically pertaining to himself and his counsel, which are based on personal knowledge.

INTRODUCTION

1. Defendants SciPlay Corporation and SciPlay Games, LLC own, operate, and receive significant revenue from their online “social” casino available on various mobile apps, where they offers casino-style slots games that operate based on a digital currency called “coins” which can be purchased and wagered for extended gameplay along with other upgrades and rewards (the “SciPlay Gambling Platform”).¹

¹ The Sciplay Gambling Platform is comprised of the following applications: 88 Fortunes Slots; Bingo Showdown; Blazing 7s Casino; Dancing Drums Slots Casino; Gold Fish Casino Slot Games; Hot Shot Casino Slot Games; Jackpot Party Casino Slots; MONOPOLY Slots; and Quick Hit Slots

1 7. Defendant SciPlay Games, LLC is a private company organized and existing under
2 the laws of Nevada, with a place of business in Las Vegas, Nevada. Defendant SciPlay Games,
3 LLC has operated and continues to operate the SciPlay Gambling Platform and has received and
4 continues to receive substantial revenue from the losses sustained by players who have purchased
5 and wagered with virtual coins on the SciPlay Gambling Platform, including Washington
6 residents.

7 **JURISDICTION AND VENUE**

8 8. This Court has subject matter jurisdiction over this civil action pursuant to 28
9 U.S.C. § 1332(d) because there are more than 100 class members and the aggregate amount in
10 controversy exceeds \$5,000,000, exclusive of interest, fees, and costs, and at least one Class
11 member is a citizen of a state different from Defendants. During the year ending on 2022, for
12 example, Defendants generated over \$615 million in revenue attributable to losses sustained on
13 the SciPlay Gambling Platform by persons in the United States.² The revenue has increased
14 exponentially since it was acquired in February 2025.³

15 9. The Court has personal jurisdiction over Defendants and venue is proper in this
16 judicial District because Defendants purposefully directed the SciPlay Gambling Platform to
17 residents of Washington (including by advertising and running promotional materials directed to
18 persons in Washington), knowingly accepted registrations, purchases of coins, and wagers placed
19 with purchased coins on the SciPlay Gambling Platform from Plaintiff and numerous other
20 persons in Washington, and collected enormous revenues from the losses suffered by Plaintiff and
21 numerous other persons in Washington who purchased and placed wagers with such coins on the
22 SciPlay Gambling Platform, such that a substantial portion of the events that gave rise to Plaintiff's
23 claims occurred in Washington and within this judicial District.

24 _____
25 ² <https://mlq.ai/stocks/SCPL/revenue-segments/> ; see also IRS Form 10-k, December 31, 2024,
available at pg. 49,

26 https://www.annualreports.com/HostedData/AnnualReports/PDF/NASDAQ_SCPL_2022.pdf

27 ³ <https://www.businesswire.com/news/home/20250806801950/en/Light-Wonder-Inc.-Reports-Second-Quarter-2025-Results>

FACTUAL ALLEGATIONS

10. **Washington’s Recovery of Money Lost at Gambling Act**

11. Washington's Recovery of Money Lost at Gambling Act entitles “[a]ll persons losing money or anything of value at or on any illegal gambling games” to “have a cause of action to recover from the dealer or player winning, or from the proprietor for whose benefit such game was played or dealt, or such money or things of value won, the amount of the money or the value of the thing so lost.” Wash. Rev. Code § 4.24.070.

12. As defined in Washington's Gambling Act, a “gambling device” means:

(1) Any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance, including, but not limited to slot machines, video pull-tabs, video poker, and other electronic games of chance;

(2) any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof;

(3) any device, mechanism, furniture, fixture, construction or installation designed primarily for use in connection with professional gambling; and

(4) any subassembly or essential part designed or intended for use in connection with any such device, mechanism, furniture, fixture, construction or installation.

Id. § 9.46.0241.

1 13. “Gambling,” as used in the Washington Gambling Act, is defined as “staking or
2 risking something of value⁴ upon the outcome of a contest of chance⁵ or a future contingent event
3 not under the person’s control or influence, upon an agreement or understanding that the person
4 or someone else will receive something of value in the event of a certain outcome.” *Id.* 9.46.0237.

5 14. As alleged below, Defendants violated Washington’s Gambling Act by operating
6 and amassing enormous revenue from the losses sustained from United States residents who
7 “gambled” by wagering “things of value” on the illicit “gambling devices” offered through the
8 SciPlay Gambling Platform.

9 **I. The Evils of Online Gambling**

10 15. Gambling is one of the oldest and heavily regulated human behaviors. Even before
11 the advent of science, religions across the world have recognized the inherent addictive nature of
12 playing games of chance and banned them through biblical injunctions. As religious authority
13 gave way to democratic governments, the vast majority of states in the country enacted legislation
14 prohibiting or strictly regulating gambling activities. Unlike historical relics, these states have
15 recognized that gambling poses a public health risk. Scientific research has confirmed and shed
16 further light on the perils of gambling—ranging from mental health issues to physical, financial,
17 and interpersonal problems.

18 16. Against this backdrop, many states, including Washington, have been steadfast in
19 maintaining and enforcing their gambling laws, even in the event that federal law takes a more
20 permissive approach. As stated by Washington’s legislature in enacting the Act:

21
22
23 ⁴ The Act defines a “thing of value” to include “any money or property, any token, object or
24 article exchangeable for money or property, or any form of credit or promise, directly or
25 indirectly, contemplating transfer of money or property or of any interest therein, or involving
extension of a service, entertainment or a privilege of playing at a game or scheme without
charge.” *Id.* § 9.46.0285.

26 ⁵ “Contest of chance” is defined as “any contest, game, gaming scheme, or gaming device in
27 which the outcome depends in a material degree upon an element of chance, notwithstanding that
skill of the contestants may also be a factor therein.” *Id.* § 9.46.0225.

1 [It's] the policy of the legislature, recognizing the close relationship between
2 professional gambling and organized crime, to restrain all persons from seeking
3 profit from professional gambling activities in this state; to restrain all persons
4 from patronizing such professional gambling activities; to safeguard the public
5 against the evils induced by common gamblers and common gambling houses
6 engaged in professional gambling; and at the same time, both to preserve the
7 freedom of the press and to avoid restricting participation by individuals in
8 activities and social pastimes, which activities and social pastimes are more for
9 amusement rather than for profit, do not maliciously affect the public, and do not
10 breach the peace

11 Wash. Rev. Code § 9.46.010.

12 17. With technological advances, however, many casinos and other gambling
13 operators proliferated into people's pockets through online websites and apps, including the
14 SciPlay Gambling Platform. These online gambling platforms have been particularly challenging
15 to regulate because many states' anti-gambling statutes were originally enacted to prohibit in-
16 person gambling activities.

17 18. Worse still, because these online gambling platforms operate outside of the
18 confines of gambling laws, they knowingly rig the odds against users to further exploit them. For
19 example, while slot machines in a physical casino are required to randomize their results, online
20 gambling platforms tailor "wins" and "losses" to manipulate consumer engagement through
21 powerful algorithms. As the Defendants' own CEO explained:

22 The secret sauce of Playtika is our ability to work with AI. We know exactly
23 when a player is going to stop playing. We know exactly when they're going to
24 pay. We know how many times they come in each day. I can't say we can predict
25 with 100 percent accuracy, but we can predict, for most of our players, their
26 activities in our games. That's the real power behind the operations side. When
27 you can predict this, you can find solutions to problems. If someone wants to
move on from your game, to delete your app, you know how to handle that player.

1 We sound the alarm. We know how to operate and make sure a player retains in
2 the game.⁶

3 19. Defendants have employed these exact tactics to maximize the profits they reap
4 through the SciPlay Gambling Platform.

5 **II. The SciPlay Gambling Platform**

6 20. Defendants own and operate the SciPlay Gambling Platform, which is on various
7 mobile apps. The SciPlay Gambling Platform allows consumers, including those in Washington,
8 to spend real money to purchase coins and to gamble with those coins on a wide variety of chance-
9 based games, including slots.

10 21. The process of getting set up with an account to play the gambling games offered
11 on the SciPlay Gambling Platform simply requires a consumer to input basic personal information,
12 including, inter alia, his or her e-mail address and phone number.

13 22. After creating an account, the consumer can begin placing wagers on the gambling
14 games offered on the SciPlay Gambling Platform with a small periodic allotment of free coins
15 provided upon enrollment.

16 23. After invariably losing the free allotments of coins, the consumer must purchase
17 more coins if he or she wishes to continue wagering with them on the particular casino game of
18 their liking within the SciPlay Gambling Platform.

19 24. Thus, after the consumer loses the free allotments of coins, Defendants will
20 aggressively attempt, through persistent pop-up screens and pages, to sell the consumer additional
21 coins – at varying prices depending on the number of coins the consumer wishes to purchase.

22 25. Purchases of additional coins on the SciPlay Gambling Platform can be made using
23 a wide variety of payment methods, including credit and debit cards. Regardless of the payment
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25

26 ⁶ Dean Takahashi, *Playtika CEO Robert Antokol interview— Why player retention matters now*,
27 *VENTUREBEAT* (Jan. 6, 2022), <https://venturebeat.com/games/playtika-ceo-robert-antokol-interview-why-player-retention-mattersnow/>.

1 method, the purchased coins are instantly available for gambling on the SciPlay Gambling
2 Platform.

3 26. The coins won by consumers playing Defendants' games of chance are identical to
4 the coins that Defendants sell.

5 27. Freshly topped off with an additional allotment of purchased coins, the consumer
6 will wager those coins in the hopes of winning more coins that he or she would otherwise have
7 had to purchase.

8 28. Notably, the outcome of every wager placed on each of the games offered on the
9 SciPlay Gambling Platform is based on an element of chance.

10 29. Defendants maintain win and loss records and account balances for each person
11 who creates an account, purchases coins, and uses those coins to place wagers on the SciPlay
12 Gambling Platform. Indeed, once Defendants' algorithms determine the outcome of a wager and
13 Defendants display the outcome, Defendants adjust the balance of coins in the person's account.
14 Defendants keep detailed records of each wager and its outcome for every player of every game
15 offered on the SciPlay Gambling Platform.

16 30. Using the information provided by users at the time they register for accounts and
17 make purchase of coins, as well as by analyzing users' IP addresses, Defendants have intimate
18 knowledge of, and maintains records reflecting, the geographic locations (including city and state
19 for U.S.-based players) from which each of its users enrolled in, made purchase of coins, and lost
20 coins wagering on the SciPlay Gambling Platform.

21 31. Thus, at the time Plaintiff and the other members of the Class enrolled in, purchased
22 coins on, and lost coins placing wagers on the SciPlay Gambling Platform, Defendants had actual
23 knowledge that these persons were located in Washington based on the information they had
24 provided while registering for accounts and making purchases and the IP addresses associated
25 with the devices from which they accessed the SciPlay Gambling Platform. Defendants
26 nonetheless happily pocketed the losses they sustained using purchased coins to place wagers on
27 the SciPlay Gambling Platform.

1 32. During the three-year period preceding the filing of this action, Defendants have
2 received significant revenue from Washington residents through their operation of “fringe
3 gambling devices,” “video gaming devices,” and “gambling devices or records” on the illicit
4 SciPlay Gambling Platform – in direct violation of Washington’s Gambling Act.

5 **III. Plaintiff Sean Herman’s Experience**

6 33. Plaintiff Sean Herman created an account on the SciPlay Gambling Platform and,
7 after losing his periodic allotments of free coins by placing wagers on the SciPlay Gambling
8 Platform, he purchased additional coins from Defendants.

9 34. Thereafter, Plaintiff continued to play the gambling games offered on the SciPlay
10 Gambling Platform by placing wagers with the coins he had purchased for the chance to win
11 additional such coins, to continue playing his games of choice, and to unlock additional games
12 that require a higher amount of coins to play.

13 35. During the three-year period preceding the filing of this action, Plaintiff spent a
14 significant amount of money purchasing coins from Defendants and thereafter lost all or
15 substantially all of those purchased coins playing the gambling games offered on the SciPlay
16 Gambling Platform.

17 36. At all times relevant hereto, Plaintiff resided in, was a citizen of, and was physically
18 present in Washington.

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

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

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

27

1 39. Accordingly, Plaintiff's contract with Defendants (to the extent any such contract
2 was otherwise ever formed) is void *ab initio*.

3 **CLASS ACTION ALLEGATIONS**

4 40. Plaintiff seeks to represent a class defined as all residents of Washington who
5 purchased, wagered, and lost coins on Defendants' SciPlay Gambling Platform at any time during
6 the three-year period preceding the filing of this action (continuing through the date of any order
7 granting class certification).

8 41. Members of the Class are so numerous that their individual joinder herein is
9 impracticable. The members of the Class number in at least the tens of thousands. The precise
10 number of Class members and their identities are unknown to Plaintiff at this time, but will be
11 determined in discovery. The Class may be notified of the pendency of this action at the addresses
12 found in Defendants' records.

13 42. Common questions of law and fact exist as to all Class members and predominate
14 over questions affecting only individual Class members. Common legal and factual questions
15 include, but are not limited to: (a) whether the SciPlay Gambling Platform was illegal under
16 Washington's state gambling laws; (b) whether Defendants is liable for managing, possessing,
17 controlling, and/or profiting from the SciPlay Gambling Platform; (c) whether Defendants'
18 participation in operating the SciPlay Gambling Platform constitutes an unfair and/or unlawful
19 business practice under Washington's consumer protection statutes; (d) the amount of monetary
20 relief the Class is entitled to recover from Defendants.

21 43. The claim of the named Plaintiff is typical of the claims of the members of the
22 Class in that the named Plaintiff and all Class members suffered monetary loss as a result of
23 Defendants' SciPlay Gambling Platform.

24 44. Plaintiff is an adequate representative of the Class because his interests do not
25 conflict with the interests of the Class members he seeks to represent, he has retained competent
26 counsel experienced in prosecuting class actions, and he intends to prosecute this action
27

1 vigorously. The interests of Class members will be fairly and adequately protected by Plaintiff
2 and his counsel.

3 45. The class mechanism is superior to other available means for the fair and efficient
4 adjudication of the claims of Class members. Each individual Class member may lack the
5 resources to undergo the burden and expense of individual prosecution of the complex and
6 extensive litigation necessary to establish Defendants' liability. Individualized litigation increases
7 the delay and expense to all parties and multiplies the burden on the judicial system presented by
8 the complex legal and factual issues of this case. Individualized litigation also presents a potential
9 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer
10 management difficulties and provides the benefits of single adjudication, economy of scale, and
11 comprehensive supervision by a single court on the issue of Defendants' liability. Class treatment
12 of the liability issues will ensure that all claims and claimants are before this Court for consistent
13 adjudication.

14 **CAUSES OF ACTION**

15 **COUNT I**

16 **Violation of Revised Code of Washington § 4.24.070, *et seq.***
17 **(On Behalf of Plaintiff and the Class)**

18 46. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
19 forth herein.

20 47. Plaintiff brings this claim individually and on behalf of the members of the Class
21 against Defendants.

22 48. Plaintiff, members of the Class, and Defendants are all "persons" as defined by
23 RCW § 9.46.0289

24 49. The state of Washington's "Recovery of money lost at gambling" statute, RCW §
25 4.24.070, provides that "all persons losing money or anything of value at or on any illegal gambling
26 games shall have a cause of action to recover from the dealer or player winning, or from the
27 proprietor for whose benefit such game was played or dealt, or such money or things of value won,

1 the amount of the money or the value of the thing so lost.”

2 50. Plaintiff and the Class purchased coins with real money from Defendants and used
3 those coins to place wagers on the games offered on the SciPlay Gambling Platform, which led
4 Plaintiff and the Class to “lo[se] money” as defined by the Act.

5 51. All of the games offered on the SciPlay Gambling Platform and played by Plaintiff
6 and members of the Class required Plaintiff and Class members constitutes “gambling,” because
7 they required them to “stak[e] or risk[] something of value upon the outcome of a contest of chance
8 or a future contingent event not under the person's control or influence.” RCW § 9.46.0237

9 52. All of the games offered on the SciPlay Gambling Platform and played by Plaintiff
10 and members of the Class constituted “[c]ontest[s] of chance,” because they were “contest[s],
11 game[s], gaming scheme[s], or gaming device[s] in which the outcome[s] depend[] in a material
12 degree upon an element of chance, notwithstanding that skill of the contestants may also be a factor
13 therein.” RCW § 9.46.0225.

14 53. The coins that Plaintiff and members of the Class purchased from Defendants, and
15 that Defendants accepted from Plaintiff and Class members as wagers on the outcomes of the
16 games offered on the SciPlay Gambling Platform, were each a “thing of value” within the meaning
17 under RCW § 9.46.0285 because they permitted them to extend their games of choice and/or
18 unlock additional games that required a higher amount of coins to play.

19 54. All of the games offered on the SciPlay Gambling Platform and played by Plaintiff
20 and members of the Class were not “Amusement game[s]” under RCW § 9.46.0201 because their
21 outcomes were dependent entirely upon chance and not upon the skill of the player and because
22 the games were “contest[s] of chance,” as defined by RCW § 9.46.0225

23 55. Finally, all of the games offered on the SciPlay Gambling Platform were not
24 “pinball machine[s] or similar mechanical amusement device[s]” as contemplated because: (a) the
25 games were electronic rather than mechanical; (b) the games conferred replays, but they were
26 recorded and could be redeemed on separate occasions (*i.e.*, they were not “immediate and
27 unrecorded”); and (c) the games contained electronic mechanisms that vary the chance of winning

1 free games or the number of free games which could be won (*e.g.*, the games allowed for different
2 wager amounts).

3 56. By operating and receiving revenue from Washington residents as a result of the
4 illegal gambling games Defendants offered on the SciPlay Gambling Platform, Defendants
5 directly violated Washington’s gambling laws and is liable for damages to Plaintiff and the Class
6 members for losing money throughout the SciPlay Gambling Platform. RCW § 4.24.070.

7
8 **COUNT II**
9 **Violation of Washington Consumer Protection Act**
10 **RCW § 19.86.010, *et seq***
11 **(On behalf of Plaintiff and the Class)**

12 57. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
13 forth herein.

14 58. Plaintiff brings this claim individually and on behalf of the members of the Class
15 against Defendants.

16 59. Washington’s Consumer Protection Act, RCW § 19.86.010, *et seq.* (“CPA”),
17 protects both consumers and competitors by promoting fair competition in commercial markets
18 for goods and services.

19 60. To achieve that goal, the CPA prohibits any person from using “unfair methods of
20 competition or unfair or deceptive acts or practices in the conduct of any trade or commerce...”
21 RCW § 19.86.020.

22 61. The CPA states that “a claimant may establish that the act or practice is injurious
23 to the public interest because it . . . Violates a statute that contains a specific legislative declaration
24 of public interest impact.”

25 62. Defendants violated RCW § 9.46.010, *et seq.* which declares that:

26 “The public policy of the state of Washington on gambling is to keep the criminal
27 element out of gambling and to promote the social welfare of the people by
limiting the nature and scope of gambling activities and by strict regulation and
control. It is hereby declared to be the policy of the legislature, recognizing the
close relationship between professional gambling and organized crime, to
restrain all persons from seeking profit from professional gambling activities in

1 this state; to restrain all persons from patronizing such professional gambling
2 activities; to safeguard the public against the evils induced by common gamblers
3 and common gambling houses engaged in professional gambling; and at the same
4 time, both to preserve the freedom of the press and to avoid restricting
5 participation by individuals in activities and social pastimes, which activities and
6 social pastimes are more for amusement rather than for profit, do not maliciously
7 affect the public, and do not breach the peace.”

6 63. Defendants have violated RCW § 9.46.010, *et seq.*, because its SciPlay Gambling
7 Platform offered illegal gambling games.

8 64. Defendants’ wrongful conduct occurred in the conduct of trade or commerce— *i.e.*,
9 while Defendants were engaged in the operation of making computer games available to the
10 public.

11 65. Defendants’ acts and practices were injurious to the public interest because
12 Defendants, in the course of their business, continuously advertised to and solicited the general
13 public in Washington State and throughout the United States to play their unlawful online casino
14 games of chance. This was part of a pattern or generalized course of conduct on the part of
15 Defendants, and during that time, many consumers were adversely affected by Defendants’
16 conduct and put the public at risk.

17 66. Defendants profited immensely from their operation of the unlawful games of
18 chance offered through the SciPlay Gambling Platform, amassing hundreds of millions of dollars
19 from the losers of those gambling games.

20 67. As a result of Defendants’ conduct, Plaintiff and the Class members were injured
21 in their business or property—*i.e.*, economic injury—in that they lost money wagering on
22 Defendants’ SciPlay Gambling Platform.

23 68. Defendants’ unfair and deceptive conduct caused Plaintiff’s and the Class
24 members’ injury because, but for the challenged conduct, Plaintiff and the Class members would
25 not have lost money wagering at or on Defendants’ SciPlay Gambling Platform, and they did so
26 as a direct, foreseeable, and planned consequence of that conduct.

1 69. Plaintiff, on behalf of himself and the Class members, seeks to recover actual
2 damages, treble damages, as well as attorneys' fees and costs.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
5 judgment against Defendants, as follows:

- 6 a. For an order certifying the Classes and naming Plaintiff as a representative of the
7 Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- 8 b. For an order declaring Defendants' conduct violates the statutes referenced
9 herein;
- 10 c. For an order finding in favor of Plaintiff and the Class on all counts asserted
11 herein;
- 12 d. For actual, expectation, reliance, compensatory, statutory, and/or punitive
13 damages in amounts to be determined by the Court and/or jury;
- 14 e. For prejudgment interest on all amounts awarded;
- 15 f. For rescission, restitution and all other forms of equitable relief;
- 16 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 17 h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees,
18 expenses, and costs of suit.

18 **DEMAND FOR TRIAL BY JURY**

19 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any
20 and all issues in this action so triable as of right.

21 RESPECTFULLY SUBMITTED AND DATED this 15th day of January, 2026.

22 NICK MAJOR LAW PLLC

23
24 By: /s/ Nicholas R. Major

25 Nicholas R. Major, WSBA No. 49579
26 E-mail: nick@nickmajorlaw.com
27 450 Alaskan Way S, Suite 200
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Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Sean Herman
(b) County of Residence of First Listed Plaintiff Kitsap County, WA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Nick Major Law PLLC, 450 Alaska Way S #200, Seattle, WA 98104, 206-410-5688

DEFENDANTS
Sciplay Corporation and Sciplay Games, LLC
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [X] 5
Foreign Nation [] 6 [] 6

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

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

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Remanded from Appellate Court
[] 4 Reinstated or Reopened
[] 5 Transferred from Another District (specify)
[] 6 Multidistrict Litigation - Transfer
[] 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d),
Brief description of cause:
Controversy exceeds the sum or value of \$5,000,000.

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

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

DATE 01/15/2026 SIGNATURE OF ATTORNEY OF RECORD s/ Nicholas R. Major

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

SEAN HERMAN, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

SCIPLAY CORPORATION, AND SCIPLAY GAMES,
LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SCIPLAY CORPORATION
C/O CORPORATION SERVICE COMPANY
112 NORTH CURRY STREET
CARSON CITY, NV 89703 UNITED STATES

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Nicholas R. Major, WSBA No. 49579
450 Alaskan Way S, Suite 200
Seattle, WA 98104,
Nick@NickMajorLaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

SEAN HERMAN, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

SCIPLAY CORPORATION, AND SCIPLAY GAMES,
LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SCIPLAY GAMES, LLC
C/O CORPORATION SERVICE COMPANY
300 DESCHUTES WAY SW STE 208 MC-CSC1
TUMWATER, WA, 98501, UNITED STATES

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Nicholas R. Major, WSBA No. 49579
450 Alaskan Way S, Suite 200
Seattle, WA 98104,
Nick@NickMajorLaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: