

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

7 Margot P. Cutter, SBN 306789
8 **CUTTER LAW P.C.**
9 401 Watt Avenue
10 Sacramento, CA 95864
11 Telephone: 916-290-9400
12 E-mail: mcutter@cutterlaw.com

13 F. Peter Silva II, SBN 348070
14 **TYCKO & ZAVAREEI LLP**
15 333 H Street, Suite 5000
16 Chula Vista, CA 91911
17 Telephone: 510-588-5299
18 E-mail: psilva@tzlegal.com

19 James Bilsborrow, *pro hac vice* to be filed
20 **WEITZ & LUXENBERG PC**
21 700 Broadway
22 New York, NY 10003
23 Telephone: 212-558-5500
24 E-mail: jbilsborrow@weitzlux.com

25 [Additional Counsel on Signature Page]

26 *Counsel for Plaintiff and the Proposed Classes*

27 **UNITED STATES DISTRICT COURT**
28 **NORTHERN DISTRICT OF CALIFORNIA**

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

21 Plaintiff,

22 vs.

23 FANDUEL, INC., FANDUEL LIMITED,
24 FLUTTER ENTERTAINMENT PLC,
25 AMY HOWE, MIKE RAFFENSPERGER,
26 and DOES 1-10,

27 Defendants.

Case No. 3:25-cv-10473-CRB

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

Jury Trial Demanded

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

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

10 8. Amy Howe is the Chief Executive Officer of FanDuel. Amy Howe serves as the
11 CEO of the FanDuel Group with responsibility for the company’s full portfolio of business units
12 across its sportsbook, casino, racing, and daily fantasy platforms. Defendant Howe shares a
13 business address with FanDuel, Inc.

14 9. Mike Raffensperger is FanDuel Group’s President of Sports. In that role, he owns
15 all functional responsibility for the company’s sports business unit, inclusive of sports betting, daily
16 fantasy sports, retail, free-to-play, FanDuel TV, FanDuel Canada, and New Ventures. Defendant
17 Mike Raffensperger shares a business address with FanDuel, Inc.

18 10. On information and belief, Does 1-10 are individuals and/or entities who facilitate
19 FanDuel’s unlawful practices described in this Complaint. The identities of Does 1-10 are not
20 presently known to Plaintiff. The Doe defendants, along with Defendant FanDuel, are collectively
21 referred to in this Complaint as “Defendants” unless otherwise specified.

22 11. Plaintiff expressly reserves his right to amend this Complaint to add the Doe
23 defendants by name, once their identities are known.

24
25
26 _____
⁴ *Id.*

27 ⁵ <https://bizfileonline.sos.ca.gov/search/business> (last visited Feb. 25, 2026).

28 ⁶ <https://bizfileonline.sos.ca.gov/search/business> (last visited Feb. 25, 2026).

1 *or percentage game* played with . . . *any device*, for money, checks, credit, or other representative
2 of value . . . is guilty of a misdemeanor.” CAL. PENAL CODE § 330 (emphasis added).

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

8 20. Similarly, California Penal Code Section 337a prohibits additional conduct,
9 including:

- 10 • “*Pool selling or bookmaking, with or without writing, at any time or place.*”
11 CAL. PENAL CODE § 337a(a)(1) (emphasis added).
- 12 • “[*R*]eceive[ing], hold[ing], or forward[ing] . . . in any manner whatsoever, any
13 money . . . staked, pledged, bet or wagered, or to be staked, pledged, bet or
14 wagered, or offered for the purpose of being staked, pledged, bet or wagered,
15 upon the result, or purported result, of any trial, or purported trial, or contest, or
16 purported contest, of skill, speed or power of endurance of person or animal, or
17 between persons, animals, or mechanical apparatus, or upon the result, or
18 purported result, of any lot, chance, casualty, unknown or contingent event
19 whatsoever.” *Id.* at (a)(3) (emphasis added).
- 20 • “[*A*]t any time or place, record[ing], or register[ing] any bet or bets, wager or
21 wagers, upon the result, or purported result, of any trial, or purported trial, or
22 contest, or purported contest, of skill, speed or power of endurance of person or
23 animal, or between persons, animals, or mechanical apparatus, or upon the
24 result, or purported result, of any lot, chance, casualty, unknown or contingent
25 event whatsoever.” *Id.* at (a)(4) (emphasis added).
- 26 • “[*O*]ffer[ing] or accept[ing] any bet or bets, or wager or wagers, upon the result,
27 or purported result, of any trial, or purported trial, or contest, or purported
28

1 contest, of skill, speed or power of endurance *of person* or animal, or *between*
2 *persons, animals, or mechanical apparatus.*” *Id.* at (a)(6) (emphasis added).

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

10 22. Similarly, “bet” and “wager” have their commonsense meanings. For example, the
11 Judicial Council of California Criminal Jury Instructions (2025 Edition) provides that a “bet is a
12 wager or agreement between two or more people that if an uncertain future event happens, the loser
13 will pay money to the winner or give the winner something of value. A bet includes a wager made
14 on the outcome of any actual or purported event, including but not limited to any kind of sporting
15 contest.” CALCRIM No. 2993, Receiving or Holding Bets (CAL. PENAL CODE § 337a(a)(3))
16 (cleaned up).⁷

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

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

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

25 ⁷ Available online at <https://www.justia.com/criminal/docs/calcrim/2900/2993/> (last visited Feb.
26 25, 2026).

27 ⁸ While Section 337a violations are reduced to infractions in certain circumstances for non-
28 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).

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

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

17 28. And Penal Code Section 337j makes it unlawful to operate a “game of chance” or
18 to “receive, directly or indirectly, any compensation” for operating such a game “*without having*
19 *first procured . . . all federal, state, and local licenses required by law.*” CAL. PENAL CODE
20 § 337j(a) (emphasis added).

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

24 ///

25 ///

26 ///

27 ⁹ CAL. PENAL CODE § 320.

28 ¹⁰ CAL. PENAL CODE § 321.

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

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

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

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

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

14 33. **Proposition 27** aimed to legalize online sports betting in California, and was
15 primarily sponsored by the online sports betting industry, with the Washington Post reporting that
16 “the industry ultimately spent \$150 million on political ads”¹¹ in an attempt to legalize online
17 gambling in California.

18 34. Among other things, Proposition 27 would have:

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

25
26
27 ¹¹ 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 Feb. 25, 2026).

1 35. Proposition 27 was also soundly rejected in November 2022, with 82% of the
2 electorate voting “no,” making it one of the largest margins of defeat in California ballot proposition
3 history.

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

5 36. Despite the resounding defeats at the ballot box, online sports betting operators, like
6 FanDuel, have continued to operate in California.

7 37. In particular, “daily fantasy sports” betting has proliferated in the state.

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

10 As with traditional fantasy sports games, [in daily fantasy sports],
11 players compete against others by building a team of professional
12 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.

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

15 Daily fantasy sports are typically structured in the form of paid
16 competitions typically referred to as a “contest”; winners receive a
17 share of a pre-determined pot funded by their entry fees. A portion
of entry fee payments go to the provider as rake revenue.¹²

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

22
23
24 ¹² *Daily Fantasy Sports*, Wikipedia, available online at
25 https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited Feb. 25,
2026).

26 ¹³ *Unfenced Playground: A Peek into California’s Daily Fantasy Sports Landscape*, California
27 *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 Feb. 25, 2026).

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

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

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

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

25 (cleaned up) (emphasis added).¹⁴

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

28 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. 23-1001.¹⁵

 42. And the California Attorney General has now confirmed the central theory of
Plaintiff’s case: “California law prohibits the operation of daily fantasy sports games Such
games constitute wagering on sports in violation of Penal Code section 337a.”¹⁶

¹⁴ A copy of the letter is publicly available online at <https://www.legalsportsreport.com/wp-content/uploads/2023/11/OU-23-1001-Sen.-Wilk-request-1.pdf> (last visited Feb. 25, 2026).

¹⁵ Available online at <https://oag.ca.gov/opinions/monthly-report> (last visited Feb. 25, 2026).

¹⁶ Opinion of the California Attorney General No. 23-1001 (“AG Opinion”) at 1, available online at <https://oag.ca.gov/system/files/attachments/press-docs/23-1001.pdf> (last visited Feb. 25, 2026).

1 **D. FanDuel’s California Fantasy Sports Gambling Operations.**

2 43. FanDuel has been operating in California since at least 2015 through the Gambling
3 Websites, which consist of at least the FanDuel mobile apps for Android and IOS and the FanDuel
4 website, FanDuel.com, and associated subpages. The primary gambling service that FanDuel
5 currently offers in California is “FanDuel Fantasy.” FanDuel represents to its customers that
6 “FanDuel Fantasy” is legal in the state. It is not.

7 **1. Daily Fantasy Sports.**

8 **a. Traditional Daily Fantasy Sports.**

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

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

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

19 **b. The Daily Fantasy Sports Gambling Services Offered by FanDuel in**
20 **California.**

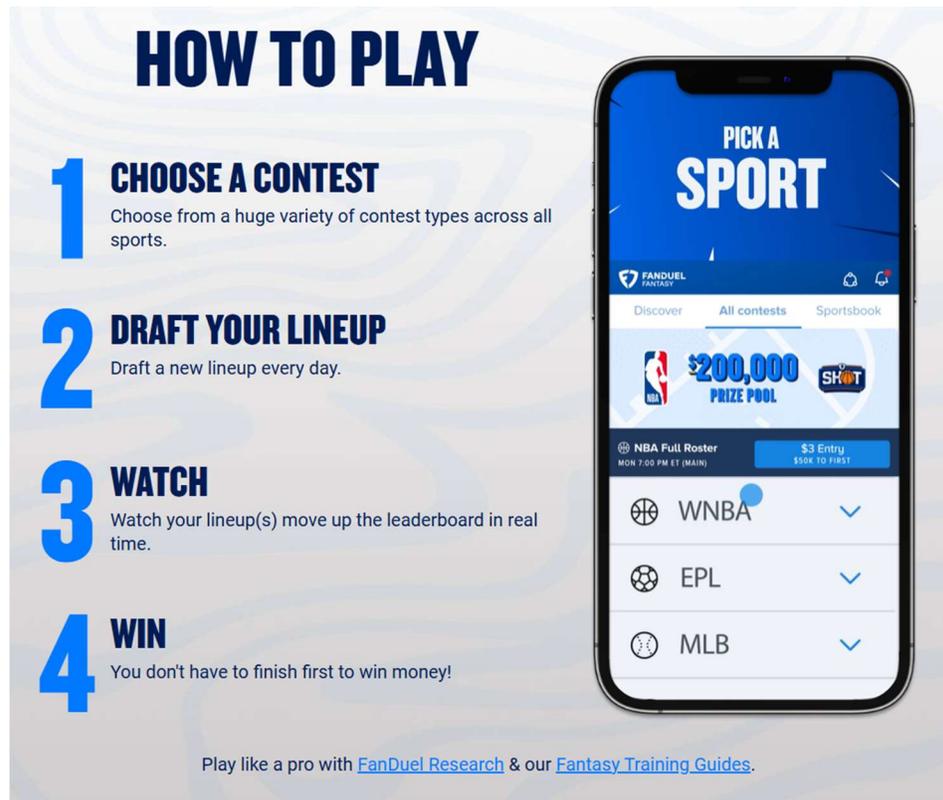
21 47. The primary gambling service that FanDuel currently offers in California is
22 “FanDuel Fantasy.” According to FanDuel’s website, a user plays FanDuel Fantasy by “Draft[ing]
23 your fantasy team in just a few simple steps. Build[ing] a new team for every contest. Every player
24 has a price, just choose the players you want while staying under the salary cap. FanDuel is more

25 ¹⁷ See generally *Daily Fantasy Sports*, Wikipedia, available online at
26 https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited Feb. 25,
2026).

27 ¹⁸ This type of non-commercialized, small scale fantasy sports betting is excluded from many of
28 the criminal law prohibitions discussed in Section A, above. See also CAL. PENAL CODE
§ 336.9(b)(1).

1 than fantasy football. There's something for every fan. We also have contests for fantasy hockey,
2 fantasy NASCAR, fantasy golf and more! Play against your friends or against everyone, with no
3 season-long commitment.”¹⁹

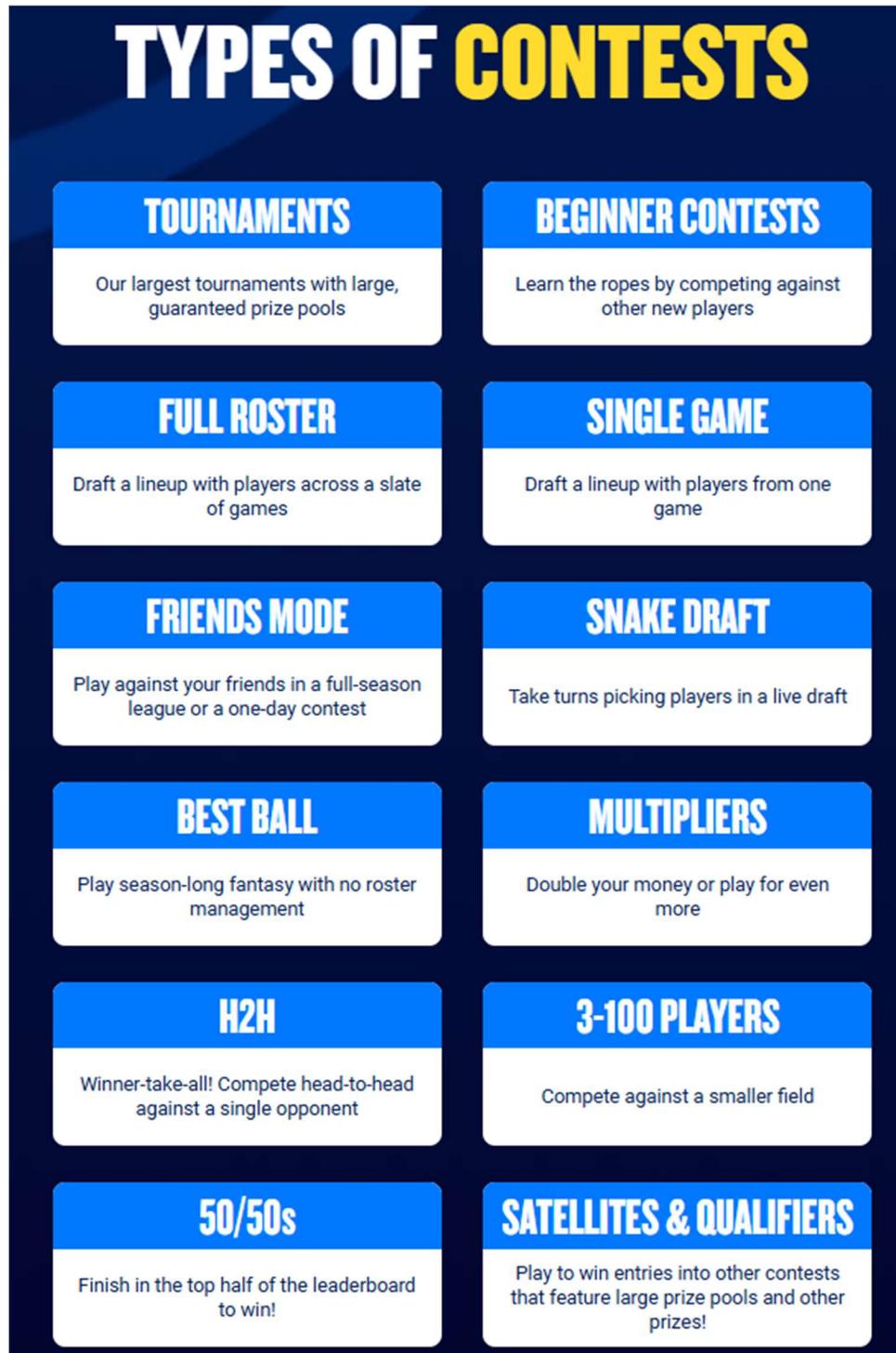
4 48. On the Gambling Websites, FanDuel provides the following step-by-step guidance
5 on how to enter a FanDuel Fantasy contest, as shown in this screenshot taken in the summer of
6 2025:²⁰



¹⁹ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited Feb. 25, 2026).

²⁰ <https://www.fanduel.com/daily-fantasy-sports> (last visited Feb. 25, 2026).

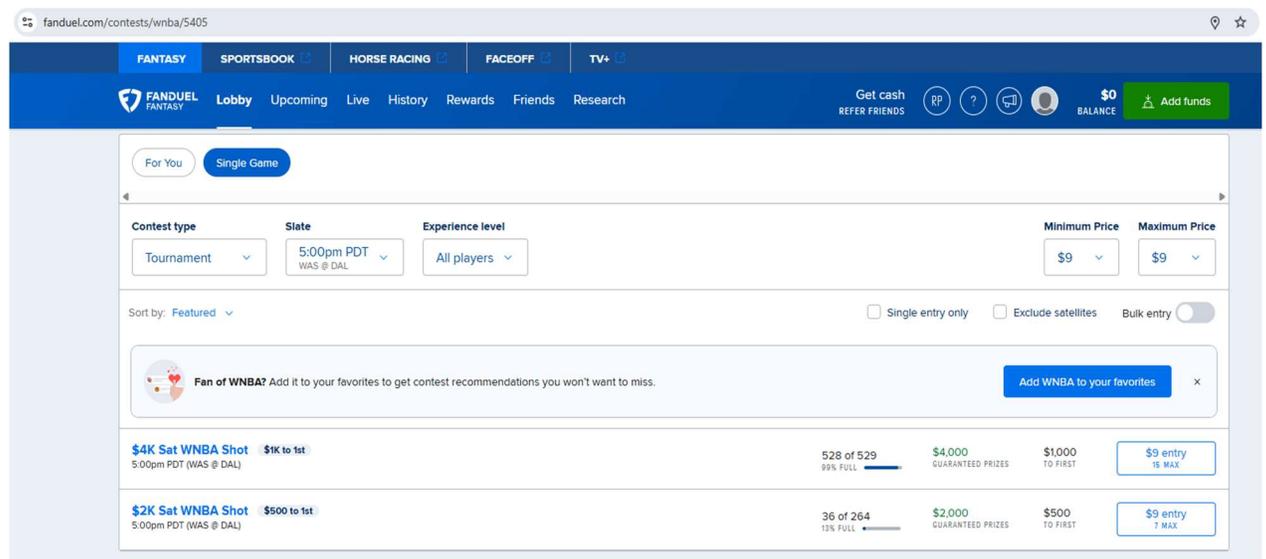
1 49. Further down on the page, FanDuel identifies a number of Fantasy betting contest
2 types, including (as shown in summer 2025):²¹



26 ²¹ FanDuel also purports to offer a “free-to-play” option. Only contests where wagers or bets are
27 made for items of value are at issue in this lawsuit. Accordingly, if the “free-to-play” option is
28 actually free, it is outside the scope of Plaintiff’s claims. The quoted content in the image above
has not materially changed since the summer of 2025.

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

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

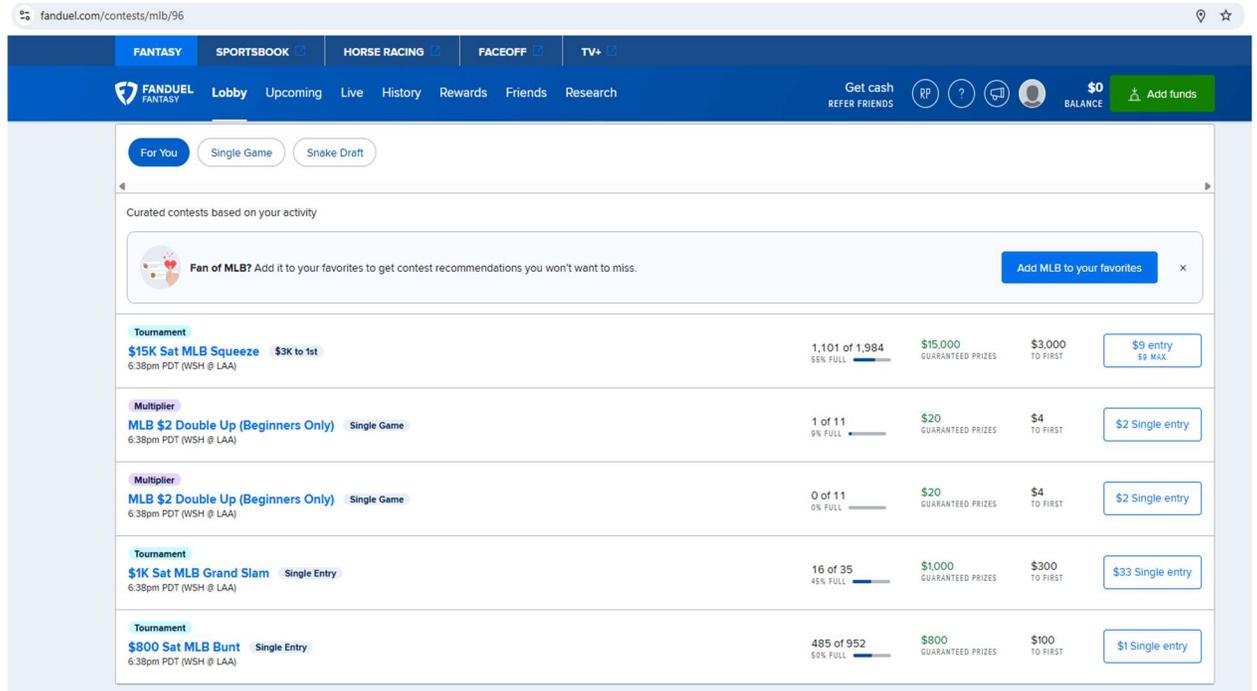
11 The screenshot shows the FanDuel website interface for fantasy contests. At the top, there are navigation tabs for FANTASY, SPORTSBOOK, HORSE RACING, FACEOFF, and TV+. Below these are links for Lobby, Upcoming, Live, History, Rewards, Friends, and Research. A user's balance is shown as \$0, and there is an 'Add funds' button. The main content area has filters for Contest type (Tournament), Slate (5:00pm PDT WAS @ DAL), and Experience level (All players). There are also filters for Minimum Price (\$9) and Maximum Price (\$9). A 'Sort by: Featured' dropdown is present. Below the filters, there are two contest listings: 1. '\$4K Sat WNBA Shot' with a \$1K to 1st prize, 5:00pm PDT (WAS @ DAL), 528 of 529 participants (99% full), \$4,000 guaranteed prizes, \$1,000 to first, and a \$9 entry (18 max). 2. '\$2K Sat WNBA Shot' with a \$500 to 1st prize, 5:00pm PDT (WAS @ DAL), 36 of 264 participants (13% full), \$2,000 guaranteed prizes, \$500 to first, and a \$9 entry (7 max). There is also a 'Fan of WNBA?' notification and an 'Add WNBA to your favorites' button.

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

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

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

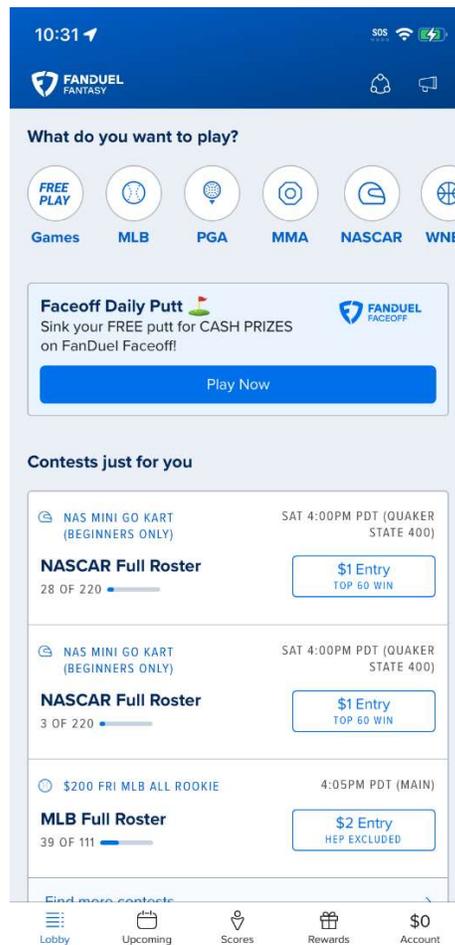
4 54. Here are several additional FanDuel Fantasy game types that were offered on June
5 28, 2025:



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

24 ///
25 ///
26 ///

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



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

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

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

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

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

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

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

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

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

23 64. Fifth, unlike traditional fantasy sports, in FanDuel Fantasy, the size of the bets and
24 wagers, the number of participants, the pool sizes of bets and wagers collected, the prize pools
25

26
27 ²² In certain limited instances, it appears that users can play against individuals they know, but on
28 information and belief, such transactions make up only a small portion of all FanDuel California-
based bets.

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

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

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

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

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

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

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

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

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

3 70. Put simply, the outcomes of the FanDuel Fantasy contests are contingent and
4 unknown at the time the bets and wagers are made, collected, recorded (i.e., booked), and pooled
5 by FanDuel. And as a result, FanDuel’s Fantasy contests violate California Penal Code Sections
6 319, 320, 321, 330, 330a, 337a, and 337j.

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

9 71. Online fantasy sports bet operators spend billions of dollars each year on advertising
10 and marketing,²⁵ with MediaRadar reporting that FanDuel alone spends over a quarter of a billion
11 dollars each year.²⁶

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

15 73. For example, FanDuel runs extensive traditional TV advertisements (including
16 within California) featuring celebrities and promotional offers to attract new customers. One recent
17 “viral” example is the FanDuel “Kick of Destiny 2” commercial²⁷ featuring Rob Gronkowski
18 during the 2024 Super Bowl. In the commercial, Gronkowski attempted a live field goal with \$10
19 million in bonus bets on the line for FanDuel customers. The commercial built on a previous 2023
20 “Kick of Destiny” campaign,²⁸ where Gronkowski missed his attempt.

21
22 ²⁵ *How Much Sportsbooks Spend on Marketing (2025 Updated Stats!)*, available online at
23 <https://www.scaleo.io/blog/how-much-sportsbooks-spend-on-marketing-2024-updated-stats/> (last
visited Feb. 25, 2026)

24 ²⁶<https://www.mediadar.com/blog/blog/q4-2023-12-for-24-gambling> (last visited Feb. 25, 2026);
25 *see also Daily Fantasy Sports: Last Week Tonight*, available online at
<https://www.youtube.com/watch?v=Mq785nJ0FXQ> (last visited Feb. 25, 2026) (documenting
extent of FanDuel and related companies’ advertising).

26 ²⁷ Available online at <https://www.youtube.com/watch?v=bXrhgATNVbE> (last visited Feb. 25,
27 2026).

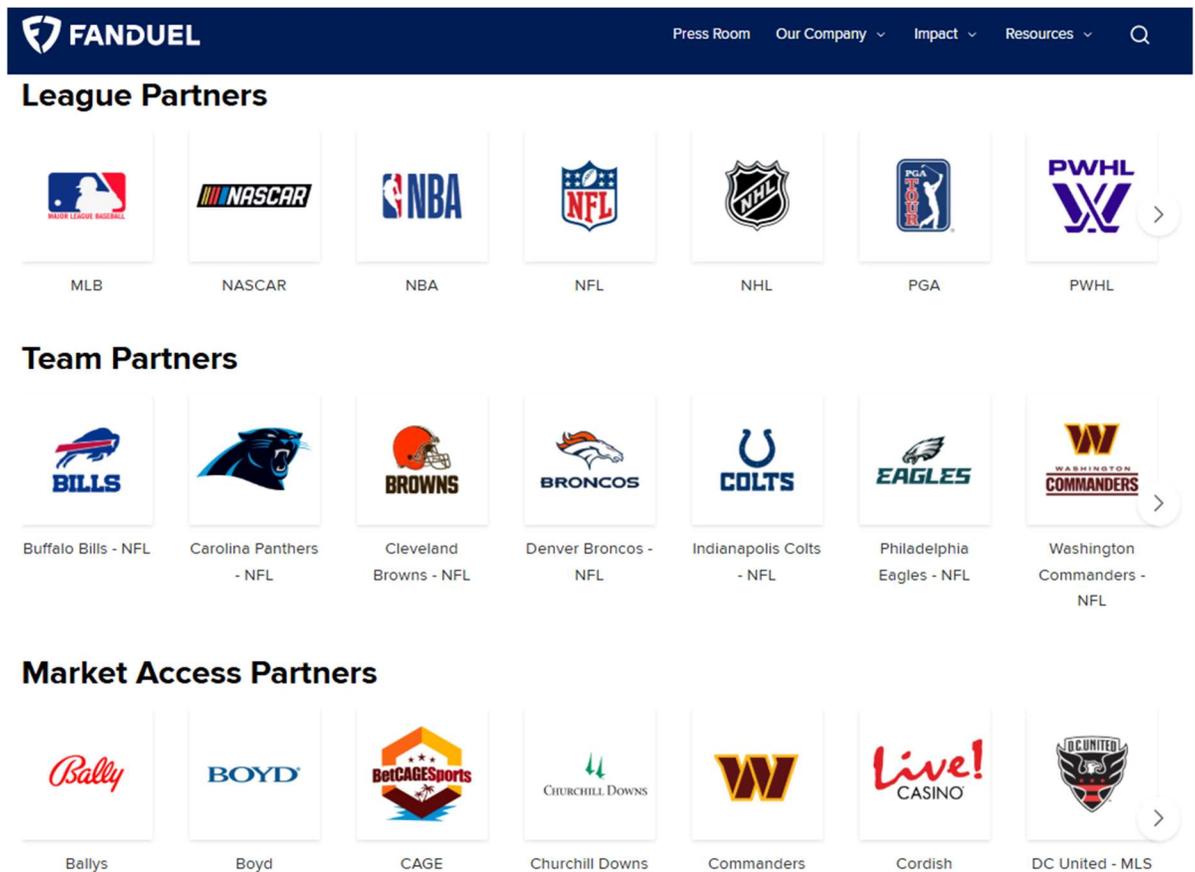
28 ²⁸ Available online at <https://www.youtube.com/watch?v=cjiPkaGdbAQ> (last visited Feb. 25,
2026).

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

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

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

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



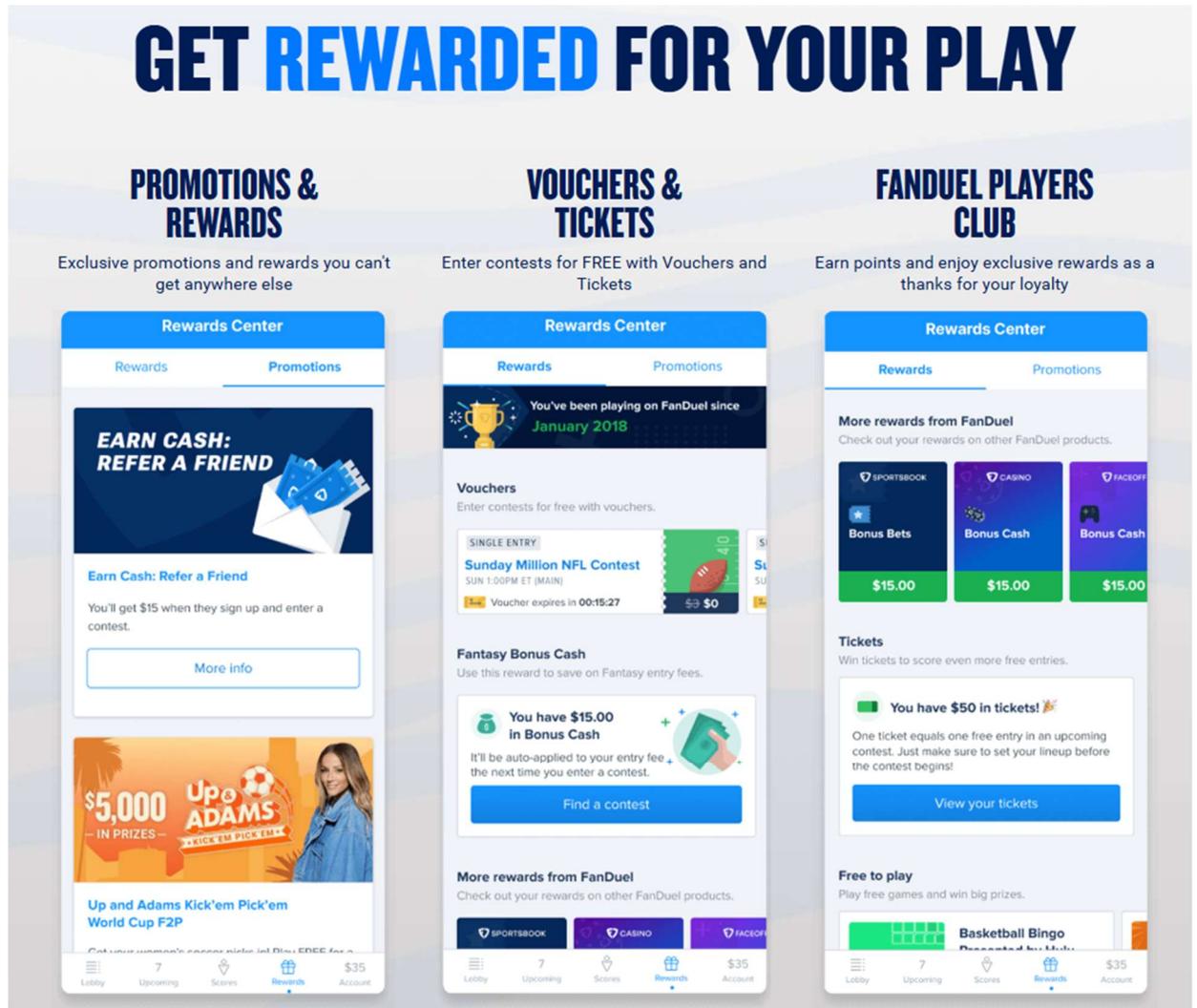
24 _____
25 ²⁹ <https://www.youtube.com/watch?v=aBCEHatSaYI> (last visited Feb. 25, 2026).

26 ³⁰ <https://www.youtube.com/watch?v=L3kUtHtwkPw> (last visited Feb. 25, 2026).

27 ³¹ <https://press.fanduel.com/our-company/partners> (last visited December 4, 2025). Since Plaintiff
28 filed his initial complaint, FanDuel updated the foregoing webpage. The quoted language appeared
on FanDuel's website at that link until at least December 31, 2025. See
<https://web.archive.org/web/20251104130250/https://press.fanduel.com/our-company/partners>

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

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



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

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

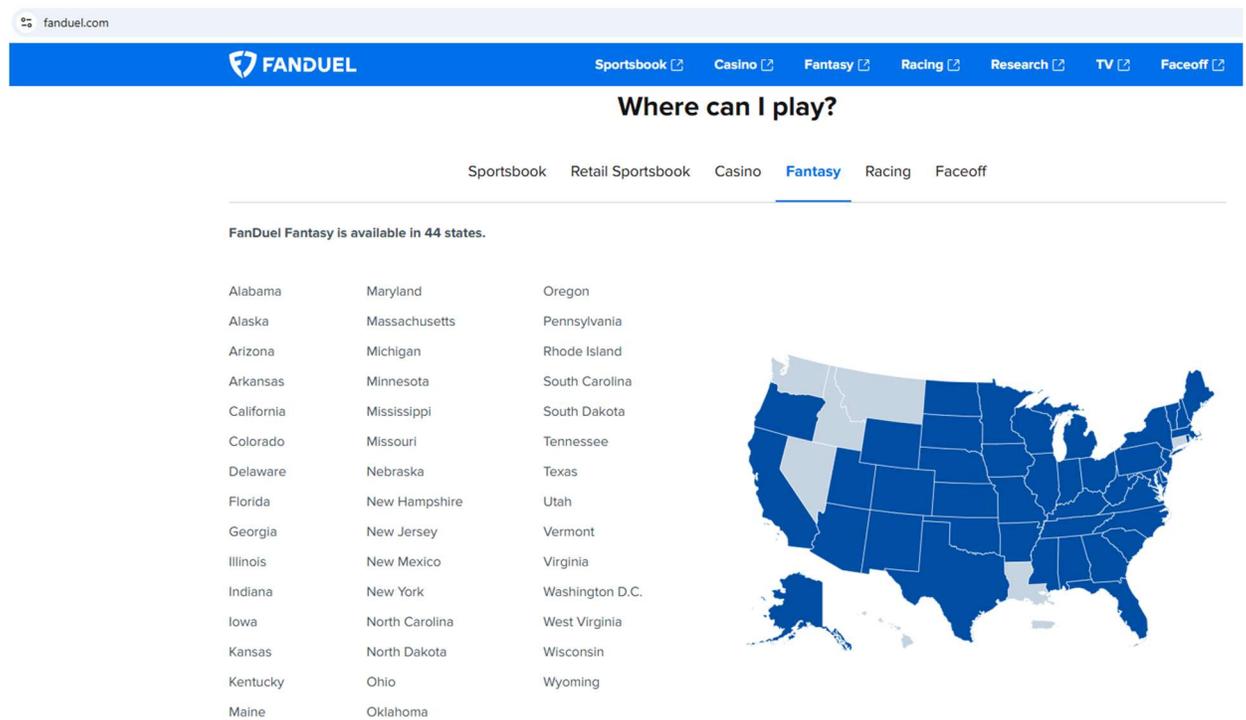
(last visited Feb. 25, 2026) (showing the previous content of the webpage).

³² <https://www.fanduel.com/daily-fantasy-sports> (last visited Feb. 25, 2026).

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

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

8 83. For example, on the main FanDuel landing page, FanDuel.com, one of the first
9 sections a user encounters is entitled “Where can I play,” which features a map showing that
10 FanDuel Fantasy is available in California (among many other states).³³

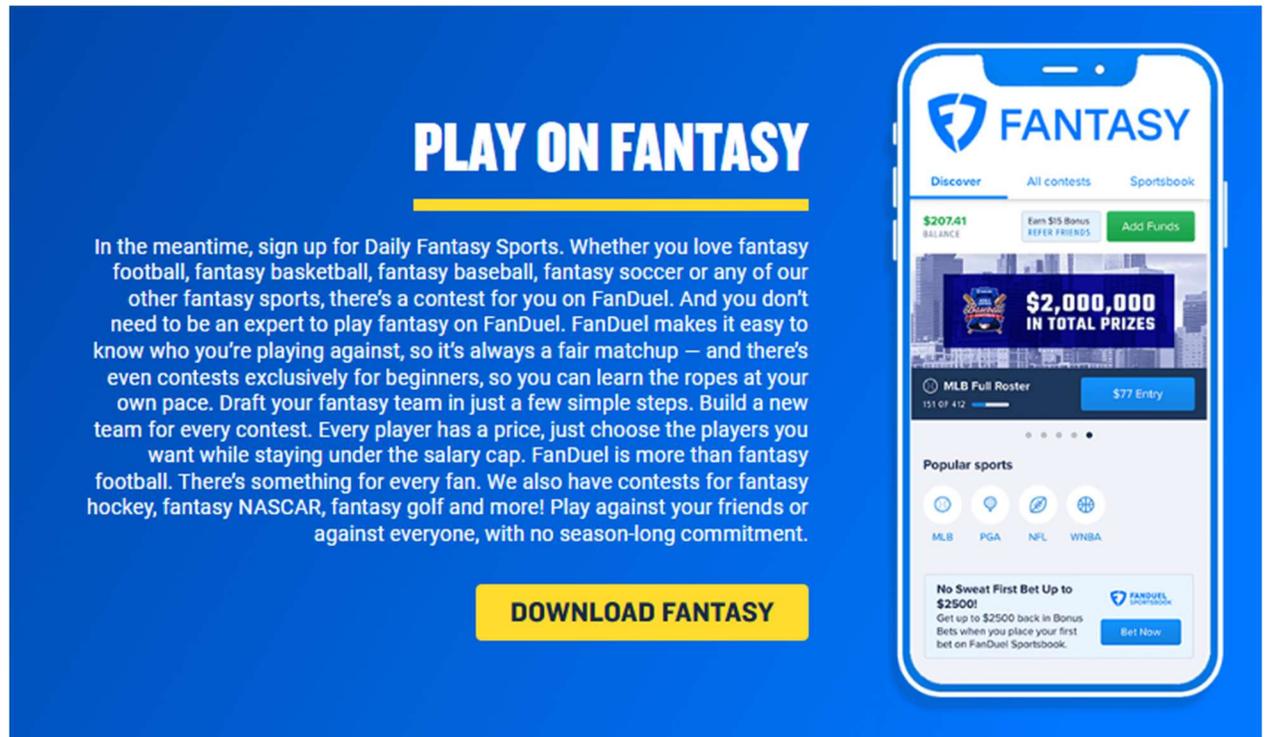


15 84. As FanDuel further explains on a related webpage, the “legalization of sports
16 gambling in America is advancing at different rates in different states. Is FanDuel available in your
17 state for legal sports betting online, retail wagering at the sportsbook counter, or both? Here’s a
18 guide to the current status and availability of FanDuel in every U.S. state.”³⁴

19 ³³ <https://www.fanduel.com/> (last visited Feb. 25, 2026).

20 ³⁴ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited Feb. 25, 2026).

1 86. Further, California users attempting to access the FanDuel “Sports Book” are
2 directed by FanDuel to instead play FanDuel Fantasy in the “meantime,” reinforcing the impression
3 that FanDuel Fantasy is already legal in California and that FanDuel is ensuring legal compliance.³⁶



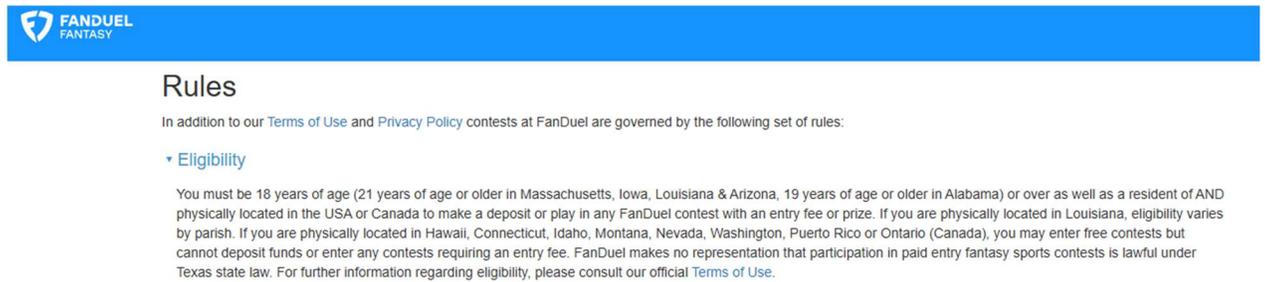
16 87. Further, if a user attempts to explore the Gambling Websites before creating an
17 account, he is expressly blocked from seeing many webpages until location sharing information is
18 authorized, and once an account is created, location sharing is required in order to place bets.

19 88. These location sharing requirements lead users to understand and expect that
20 FanDuel, “America’s #1 Sportsbook and the premier mobile sports betting operator in the U.S.,”³⁷
21 is monitoring location information in order to ensure legal compliance by users.

22
23
24
25 ³⁶ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited Feb. 25, 2026).

26 ³⁷ <https://www.fanduel.com/about> (last visited December 4, 2025). Since Plaintiff filed his initial
27 complaint, FanDuel updated the foregoing webpage. The quoted language appeared on FanDuel’s
28 website at that link until at least December 31, 2025. See <https://web.archive.org/web/20251231053333/https://www.fanduel.com/about> (showing the
previous content of the webpage).

1 89. Moreover, throughout the Gambling Websites, FanDuel identifies different ages by
2 state where customers can utilize the gambling services. For example, in the FanDuel Fantasy
3 “Rules,”³⁸ FanDuel represents that the age requirements to participate in Fantasy vary by state:



4
5
6
7
8
9 90. Tellingly, while FanDuel expressly disclaims that it is providing any legal
10 representations as to legality in Texas, it makes no such limitation with regard to California.

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

16 92. Plaintiff and the Classes’ (as defined below) reliance on such representations from
17 FanDuel, “America’s #1 Sportsbook and the premier mobile sports betting operator in the U.S.,”³⁹
18 were entirely reasonable, as FanDuel effectively holds itself out as an expert on the nuances of
19 gambling law and regulation across the United States.

20 ///

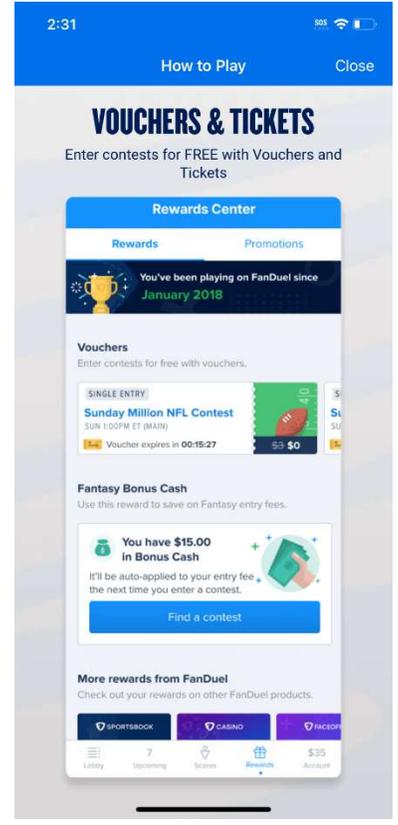
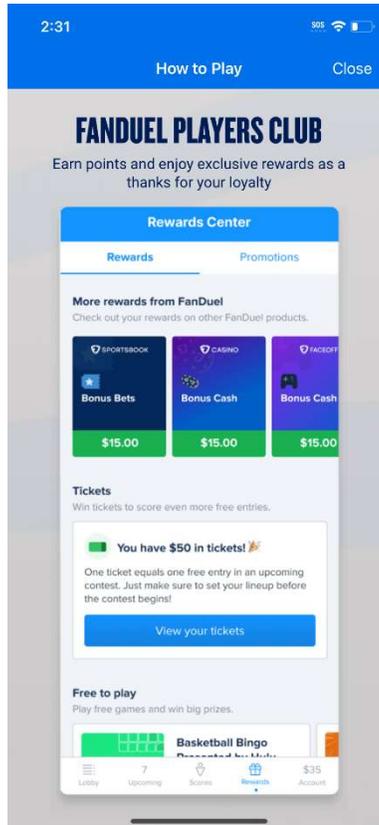
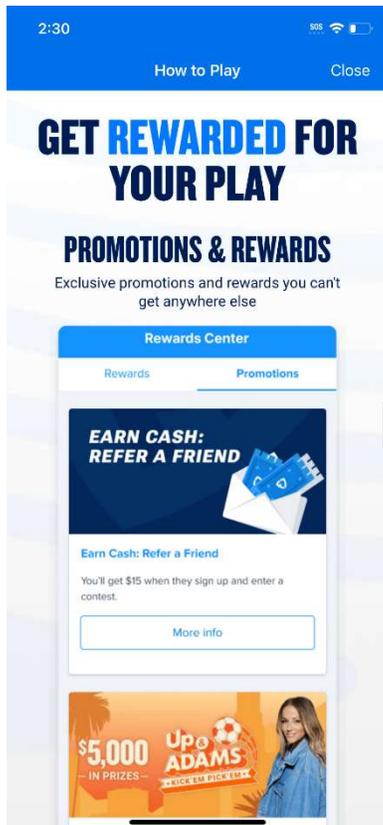
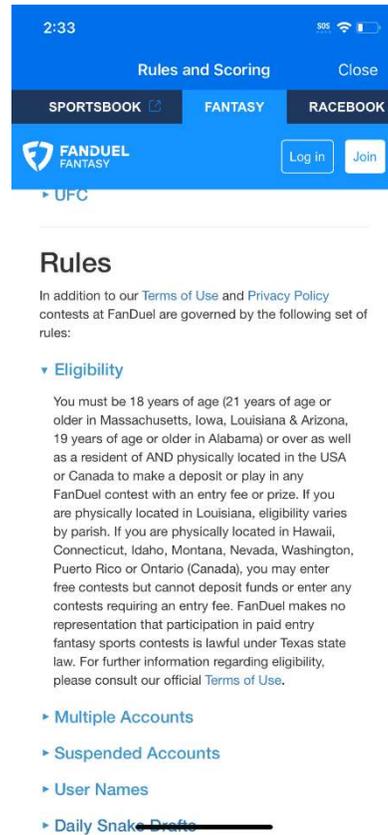
21 ///

22 ///

23
24
25 ³⁸ <https://www.fanduel.com/rules> (last visited Feb. 25, 2026).

26 ³⁹ <https://www.fanduel.com/about> (last visited December 4, 2025). Since Plaintiff filed his initial
27 complaint, FanDuel updated the foregoing webpage. The quoted language appeared on FanDuel’s
28 website at that link until at least December 4, 2025. See <https://web.archive.org/web/20251231053333/https://www.fanduel.com/about> (showing the
previous content of the webpage).

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



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

3 95. It is not.

4 **E. Plaintiff's Experience.**

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

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

11 98. FanDuel has continued to represent to Plaintiff, including on the Gambling Websites
12 themselves, that its services are legal in California, including as recently as June 2025, when Mr.
13 Criswell last placed a bet with FanDuel and lost over \$15 in the three months prior to
14 commencement of the original FanDuel action.⁴⁰

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

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

20 101. Since creating his account, Plaintiff has lost money to FanDuel while in California.

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

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

26
27 _____
28 ⁴⁰ FanDuel agreed to toll class claims pending resolution of the first FanDuel action, *Beltran v. FanDuel, Inc. et al.*, Case No. 3:25-cv-05586-CRB, and the re-filing of this action on December 5, 2026.

1 104. In Plaintiff’s experience, FanDuel operates its Fantasy contests on a “pooled” or
2 “percentage” model, where FanDuel collects bets and wagers from each user, records those bets
3 and wagers (i.e., creates betting slips and a “betting book”), pools those bets and wagers into a
4 “prize pool,” uses its records (i.e., the betting book) to determine “winners” and “losers,” and
5 eventually pays out the winner(s) from the pooled funds and keeps a portion or percentage of the
6 bets and wagers for itself as a “rake.”

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

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

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

18 108. Accordingly, Plaintiff’s supposed contract with FanDuel was based exclusively on
19 illegal and invalid consideration and no contract with FanDuel (or any other of the Defendants) was
20 ever formed. *See* Cal. Civ. Code §§ 1607, 1608, 1667. Plaintiff’s Claims Are Not Subject to
21 Arbitration.

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

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

1 111. Accordingly, Plaintiff’s supposed contract with FanDuel was based exclusively on
2 illegal and invalid consideration and no contract with FanDuel (or any other of the Defendants) was
3 ever formed. *See* Cal. Civ. Code §§ 1607, 1608, 1667.⁴¹

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

8 15.5 Exceptions

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

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

22 15.5.3. Either party may elect to have disputes regarding whether a
23 complaining party has satisfied the Initial Dispute Resolution procedures set
24 forth in Section 15.1 resolved by a court as a precursor to arbitration.⁴²

25 113. Here, among other things, Plaintiff, on behalf of himself and the Classes (as defined
26 below), seeks a declaratory judgment: (1) that FanDuel’s operation of the Gambling Websites
27 within California, including FanDuel Fantasy, violates California Penal Code Sections 319, 320,
28 321, 330, 330a, 337a, and 337j; (2) that FanDuel’s contracts with Plaintiff and the Classes (to the
extent any were formed) are void or voidable, including, without limitation, pursuant to California

26 ⁴¹ Plaintiff expressly reserves his right to contest the FanDuel Terms of Service on additional and
27 separate grounds in response to any motion brought by FanDuel or otherwise.

28 ⁴² FanDuel Terms of Use dated September 3, 2025 at ¶ 15.5, available online at
<https://www.fanduel.com/terms> (last visited Feb. 25, 2026) (emphasis added).

1 Civil Code Sections 1607, 1608, and 1667; (3) determining the applicable statute of limitations for
2 claims raised by Plaintiff and the Classes;⁴³ and (4) finding that Plaintiff and the Classes cannot be
3 required to pursue their claims in small claims court.

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

8 **F. FanDuel’s Affirmative Misrepresentations Have Tolloed the Statute of Limitations.**

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

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

16 117. As a direct and proximate result of FanDuel’s affirmative misrepresentations and
17 statements, Plaintiff and the Classes had no reason to believe that operation of the Gambling
18 Websites was unlawful. In fact, just the opposite. They trusted and relied upon the purported
19 expertise of FanDuel, “America’s #1 Sportsbook and the premier mobile sports betting operator in
20 the U.S.,”⁴⁴ in California gambling law and regulation.

21 ⁴³ In its Terms of Use, FanDuel contends that any claims against it are subject to a one-year statute
22 of limitation period. Fan Duel Terms of Use Dated September 3, 2025 at ¶ 18.3, available online at
23 <https://www.fanduel.com/terms> (last visited Feb. 25, 2026). Plaintiff contends that all statutes of
24 limitations periods have tolled, and alternatively, Plaintiff states that the applicable statute of
25 limitations period is four years for claims arising under California’s unfair competition law (First
Cause of Action, below) and three years for claims arising under California’s Consumer Legal
Remedies Action (Second Cause of Action, below), not one year, as claimed by FanDuel.
Accordingly, a present dispute exists between Plaintiff and FanDuel as to the applicable limitations
period.

26 ⁴⁴ <https://www.fanduel.com/about> (last visited December 4, 2025). Since Plaintiff filed his initial
27 complaint, FanDuel updated the foregoing webpage. The quoted language appeared on FanDuel’s
28 website at that link until at least December 4, 2025. See
<https://web.archive.org/web/20251231053333/https://www.fanduel.com/about> (last visited Feb.
25, 2026) (showing the previous content of the webpage).

1 118. Plaintiff and the Classes were unable to discover—and in fact, did not discover—
2 the true and unlawful nature of the Gambling Websites on their own, as, on information and belief,
3 FanDuel and others in the online gambling industry have inundated the internet and other publicly
4 available resources (e.g., news articles and legal blogs) with claims that daily fantasy sports betting
5 contests and other betting contests are legal in California.

6 119. When Plaintiff did finally learn the true unlawful nature of the Gambling Websites’
7 operation in or about July of 2025, Plaintiff promptly filed this lawsuit.

8 **G. FanDuel Acted with Malice, Oppression, and Fraud.**

9 120. As detailed in this Complaint, FanDuel has acted with malice, oppression, and fraud.

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

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

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

28

1 **H. Plaintiff and the Classes Lack an Adequate Remedy at Law.**

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

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

21 126. Injunctive relief is needed to halt FanDuel's illegal operations in California.
22 FanDuel's continuous, ongoing scheme, which has continued despite failing to secure express
23 legalization of sports betting and despite clear guidance from the California Attorney General, will
24 continue to harm California consumers otherwise. And Plaintiff has standing to seek an injunction
25 despite now knowing that FanDuel's services are illegal—if learning of the illegality deprived a
26 party of standing to seek a public injunction, the issue would permanently evade review. Only
27 permanent injunctive relief will protect California consumers from FanDuel's misrepresentations
28 and predatory practices.

1 127. Plaintiff explicitly pleads these equitable claims in the alternative to his legal claims
2 as Plaintiff is permitted to do under Fed. R. Civ. P. 8(d) to the extent required.

3 **I. The RICO Enterprises.**

4 128. Plaintiff alleges RICO claims involving two distinct groups of RICO “persons” and
5 “enterprises.”

6 129. The first is the “FanDuel Enterprise,” which consists of RICO “persons” Defendants
7 Amy Howe, Mike Raffensperger, and Flutter Entertainment PLC and the RICO enterprise, which
8 is FanDuel (for purposes of the RICO discussion, “FanDuel” refers to Defendants FanDuel, Inc.
9 and FanDuel Limited). The enterprise consists of the foregoing people formed for the purpose of
10 advancing—and profiting from—the establishment and operations of an illegal gambling business
11 in California.

12 130. The second is the “California Gambling Enterprise,” which is an associated-in-fact
13 enterprise, consisting of RICO “persons” Defendants Amy Howe, Mike Raffensperger, Flutter
14 Entertainment PLC, and FanDuel (for purposes of the RICO discussion, FanDuel refers to
15 Defendants FanDuel, Inc., and FanDuel Limited). The enterprise is the “California Gambling
16 Enterprise,” which is an enterprise consisting of the foregoing persons formed for the purpose of
17 advancing—and profiting from—the establishment and operations of an illegal gambling business
18 in California.

19 131. Both enterprises are discussed below.

20 **1. FanDuel Enterprise.**

21 132. In operating the FanDuel Enterprise, Defendants Howe, Raffensperger, and Flutter
22 Entertainment PLC, work in concert to perpetuate an illegal gambling enterprise throughout the
23 state of California where it is clear that FanDuel’s daily fantasy sports services are illegal. To be
24 clear, FanDuel’s services can be offered legally in jurisdictions that permit the offering of daily
25 fantasy sports or the variety of other sports gambling FanDuel offers (subject to appropriate
26 registration and regulatory requirements depending on the jurisdiction), but FanDuel also offers
27 these services in jurisdictions where its services are not legally permitted, such as California,
28 despite actual knowledge that FanDuel’s services are illegal.

1 133. Defendants Howe, Raffensperger, and Flutter Entertainment PLC work in concert
2 and together play a specific role in the FanDuel Enterprise.

3 134. The enterprise itself exists through FanDuel. While FanDuel exists as an entity that
4 offers legal gambling services in states that have allowed such services into their markets,
5 Defendants Howe, Raffensperger, and Flutter Entertainment PLC have used FanDuel to offer
6 illegal gambling services in California and as such FanDuel is an “enterprise” as defined under 18
7 U.S.C. § 1961(4). Defendants Howe, Raffensperger, and Flutter Entertainment PLC use FanDuel
8 to undertake the FanDuel Enterprise in a way that is distinct from FanDuel’s operations in states
9 where they are legally allowed to offer their fantasy sports gambling services. Defendants Howe,
10 Raffensperger, and Flutter Entertainment PLC use FanDuel (as of filing Plaintiff’s First Amended
11 Complaint, FanDuel continues to offer its illegal fantasy sports gambling in California) to
12 perpetuate their illegal gambling scheme in California, including but not limited to: (i) offering
13 illegal gambling services in California, (ii) making representations regarding the legality of its
14 services in California as detailed throughout this complaint, and (iii) spending millions of dollars
15 advertising the legality and availability of its illegal gambling services within California.

16 135. Defendant Howe is the Chief Executive Officer (CEO) of FanDuel. Defendant
17 Howe has served as CEO of FanDuel since 2021. Her FanDuel biography provides “she is
18 responsible for driving commercial success across the company’s marketing, technology, product,
19 and regulatory practices, ensuring that FanDuel Group maintains its market-leading position as
20 North American’s preeminent mobile gaming operator.”⁴⁵

21 136. Defendant Howe has long wanted to keep FanDuel operating in California, and she
22 has previously made her intention to enter and stay in the California market plain. And it is clear
23 why. The population of California is huge, and Californians can account for a substantial share of
24 the United States online sports gambling market. In fact, during a 2024 investor conference, she
25 outlined how she would use FanDuel to saturate the California market, despite sports gambling’s
26 illegality in California: “So NFL, even if you’re a state where sports betting hasn’t opened up, we’re

27 _____
28 ⁴⁵ Amy Howe FanDuel Biography, <https://www.fanduel.com/about/leadership/amy-howe> (last visited Feb. 25, 2026).

1 advertising there and you're starting to actually get the awareness in advance of hopefully a
2 California or Texas opening up. So over time, we do see that shifting. That being said, we also want
3 to make sure that we've got the right local presence within the market."⁴⁶

4 137. Defendant Raffensperger is FanDuel's President of Sports, where "he owns all
5 functional responsibility for the company's sports business unit, inclusive of sports betting, daily
6 fantasy sports, retail, free-to-play, FanDuel TV, FanDuel Canda, and New Ventures. In his role,
7 Raffensperger is responsible for the firm's strategy to capitalize on the emergence of legal online
8 gaming, leading all revenue, marketing, partnership, and media functions."⁴⁷

9 138. Defendant Raffensperger has also long wanted to keep FanDuel operating in
10 California, and he has made prior statements showing his intent to enter the California market. For
11 example, in an online interview in February 2024, Defendant Raffensperger was asked "is there
12 one particular state that's a bit of a white whale?," conjuring the image of the infamous great whale,
13 Moby Dick. Defendant Raffensperger responded, "Yeah look, there's nothing quite like California.
14 It's the largest state economy. It'll be a huge marketplace for us. We're in active conversations with
15 lawmakers, with tribal interests, with others where we understand there's a constituency, I think,
16 of partnership that it'll take to bring that state online. But confident that that over the time horizon,
17 it'll happen."⁴⁸

18 139. Finally, Defendant Flutter Entertainment PLC, which is the independently
19 structured and operating parent company of FanDuel, is part of the FanDuel Enterprise. Defendant
20 Howe sits on Flutter's executive committee, but she does not sit on Flutter's board of directors.
21 Despite this, Flutter operates as an independent business unit from FanDuel and as such, Flutter is
22 an independent RICO "person" from FanDuel.

23
24 ⁴⁶ Flutter Investor Day 2024 Transcript, Pg. 56, <https://flutter.com/media/34ppqgc0/investor-day-2024-transcript.pdf> (last accessed Feb. 25, 2026).

25 ⁴⁷ Mike Raffensperger FanDuel Biography, <https://www.fanduel.com/about/leadership/mike-raffensperger> (last visited Feb. 25, 2026).

26 ⁴⁸ Rebecca Mezistrano, *California is a major untapped market for legal sports betting, but could*
27 *just be a matter of time*, Chinook Observer, Feb. 20, 2024,
28 <https://chinookobserver.com/2024/02/20/california-is-a-major-untapped-market-for-legal-sports-betting-but-could-just-be-a-matter-of-time/> (last visited Feb. 25, 2026).

1 140. Flutter too has been clear about the importance and its desire to be in the California
2 market. In its 2024 10-K, Flutter included the following statement: “For example, as of the date of
3 this Annual Report, sports betting has not been legalized in the State of California. Given that
4 California has approximately forty million inhabitants, attracts over 250 million annual tourists,
5 and boasts more professional sports teams than any other state in the United States, the legalization
6 of online sports betting in California in the near future would open up a large and significant market
7 to us.”⁴⁹

8 **a. The Racketeering Acts.**

9 **(1) Violation of Federal Anti-Gambling Laws.**

10 141. Defendants Howe, Raffensperger, and Flutter, by and through the FanDuel
11 Enterprise, have engaged in multiple racketeering acts within the past ten years (and currently),
12 including violating numerous federal statutes prohibiting gambling.

13 142. At least since 2021 when Defendants Howe and Raffensperger joined FanDuel,
14 Defendants Howe, Raffensperger, and Flutter have engaged in an enterprise to violate federal
15 gambling laws in California and offer FanDuel’s sports gambling services in California through the
16 FanDuel Enterprise. California law has always prohibited daily fantasy sports gambling—but to
17 the extent there was any uncertainty in California’s law (there was not), any such uncertainty was
18 definitively resolved with the release of the July 3, 2025 California Attorney General Opinion
19 plainly stating that daily fantasy sports are illegal in California.

20 143. Despite knowing of its illegality—as Defendants Howe, Raffensperger, and Flutter
21 are—the FanDuel Enterprise has been active in the California market for years, including being
22 involved in the unsuccessful ballot initiatives to legalize sports gambling. These Defendants
23 continue to offer, advertise, and accept bets and wagers from Californians long after the Attorney
24 General opinion was released.

25 144. As noted above, all the Defendants made public statements or public filings where
26 they all independently recognized the importance of the California market, as well as the money

27
28 ⁴⁹ Flutter Entertainment PLC, 10-K, <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001635327/a2545bfa-c959-4cd4-a7ac-33f787ceb2df.pdf> (last visited Feb. 25, 2026).

1 that they could gain from operating the FanDuel Enterprise in California, and all of these statements
2 occurred before the California Attorney General released his opinion plainly stating that services
3 like the FanDuel Enterprise's fantasy sports gambling services were illegal in California. To put a
4 finer point on it, nothing changed in the landscape of California law that could have changed
5 Defendants' knowledge of the legality of the FanDuel Enterprise's services in California between
6 when they made these statements, when Plaintiff used the service, and the release of the California
7 Attorney General opinion. There was no successful ballot referendum, the California legislature
8 did not change the law, and there was no contrary guidance from the California Attorney General
9 informing them that their services were legal.

10 145. Simply put, the white whale of California was there for the taking, and Defendants
11 took the opportunity to make millions of dollars through the FanDuel Enterprise all while violating
12 California and federal law. On information and belief, at least in or around July 2025, these
13 Defendants made a decision to continue to operate the FanDuel Enterprise in California, continue
14 to accept bets and wagers from California users, and to continue paying out users in California
15 despite the Attorney General's Opinion. The FanDuel Enterprise was already operating illegally in
16 California previously (at least since 2021 when Defendants Howe and Raffensperger joined
17 FanDuel), and these same Defendants would have made similar decisions to ignore California law
18 then, and they still choose to willfully ignore it now even after the California Attorney General
19 release his opinion. And Defendants continue to offer the FanDuel Enterprise's daily fantasy sports
20 services in California through FanDuel, so the enterprise continues to operate in California.

21 146. Defendants Howe, Raffensperger, and Flutter all violated 18 U.S.C. § 1084, which
22 prohibits those engaged in the business of betting or wagering from knowingly using a wire for the
23 transmission of bets or wagers on any sporting event or contest where the bet or wager is illegal in
24 the state where the bet or wager is placed.

25 147. As discussed herein, Defendants Howe, Raffensperger, and Flutter all engage in the
26 business of betting or wagering as they offer gambling services through the FanDuel Enterprise,
27 namely the Gaming Websites, which facilitate illegal gambling through FanDuel's fantasy sports
28 services. To effectuate the FanDuel Enterprise's illegal gambling scheme, Defendants Howe and

1 Raffensperger oversaw, directed, and managed FanDuel’s California operations and services,
2 which includes using the internet to allow users to participate in FanDuel’s services. Flutter
3 participated in the enterprise by directing FanDuel’s activities and also overseeing FanDuel’s
4 operation of its services. Specifically, Defendants Howe, Raffensperger, and Flutter—through
5 FanDuel—transmitted the “lines users could wager against relating to numerous sporting contests,
6 accepted bets, and paid out bets, all using the internet to facilitate the same. Given that FanDuel’s
7 U.S. operations are undertaken from New York, and Plaintiff is and the Classes include California
8 residents, Defendants Howe, Raffensperger, and Flutter violated 18 U.S.C. § 1084 by knowingly
9 using interstate wires to assist in the placing of bets or wagers on sporting contests.

10 148. Second, Defendants Howe, Raffensperger, and Flutter engage in running an illegal
11 gambling business through the FanDuel Enterprise as follows. Defendants Howe, Raffensperger,
12 and Flutter manage, direct, and in some cases own all or part of FanDuel, which offers its illegal
13 sports gambling services in California. As detailed extensively in this Amended Complaint and the
14 Attorney General’s Opinion, FanDuel’s fantasy sports gambling services are illegal in California.
15 FanDuel has more than five individuals who conduct, finance, manage, supervises, direct, or own
16 all or part of FanDuel.⁵⁰ Additionally, FanDuel has been in operation for more than thirty days (in
17 fact for years) in California and had gross revenue from California alone of more than \$2,000 (in
18 fact, hundreds of millions of dollars). Because FanDuel offers gambling services (namely, engaging
19 in pool-selling and/or bookmaking, among others) that are illegal in the state of California, and its
20 business involves five or more persons who finance, manage, supervise, direct, or own all or part
21 of FanDuel, and FanDuel has been in continuous operations for more than thirty days and has gross
22 revenues of more than \$2,000 in a single day, Defendants Howe, Raffensperger, and Flutter were
23 engaged in an illegal gambling business under 18 U.S.C. § 1955.

24 149. Third, Defendants Howe, Raffensperger, and Flutter have engaged in the interstate
25 transportation of wagering paraphernalia through the FanDuel Enterprise in violation of 18 U.S.C.
26 § 1953, which provides that “whoever . . . knowingly carries or sends in interstate or foreign

27 _____
28 ⁵⁰ See FanDuel Leadership Page, <https://www.fanduel.com/about/leadership> (last visited Feb. 25, 2026).

1 commerce any record, knowingly carries or sends in interstate or foreign commerce any record,
2 paraphernalia, ticket, certificate, bills, slip, token, paper, writing, or other device used, or to be
3 used, or adapted, devised, or designed for use in (a) bookmaking; or (b) *wagering pools with respect*
4 *to a sporting event*; or (c) in a numbers, policy, bolita or similar game shall be fined under this title
5 or imprisoned for not more than five years, or both.” (emphasis added).

6 150. Defendants Howe, Raffensperger, and Flutter violated this provision by knowingly
7 sending, in interstate commerce through FanDuel, writings and other devices used or designed for
8 use in wagering pools with respect to a sporting event. Specifically, Defendants Howe,
9 Raffensperger, and Flutter designed a website and mobile application, which were designed to
10 allow participation in wagering pools in the form of fantasy sports contests. FanDuel’s website and
11 mobile application facilitate the illegal fantasy sports wagering FanDuel offers to users, which are
12 wagering pools on sporting events. As detailed herein, users can bet on the outcome of sporting
13 events based on the line FanDuel sets, and Defendants Howe, Raffensperger, and Flutter knowingly
14 transmit these bets and betting information through interstate commerce through FanDuel to
15 facilitate user participation in the wagering pools, which is a violation of 18 U.S.C § 1953.

16 **(2) Wire Fraud.**

17 151. In addition to the FanDuel Enterprise’s illegal gambling operations, Defendants
18 Howe, Raffensperger, and Flutter also, by and through the FanDuel Enterprise, engage in a
19 systematic and ongoing scheme with the intent to defraud, deceive, and/or mislead the public,
20 Plaintiff, and others who used the FanDuel Enterprise’s services to illegally gamble. Defendants
21 Howe, Raffensperger, and Flutter knowingly devised and/or knowingly participated in a scheme or
22 artifice to defraud its users, namely falsely representing to its users the FanDuel Enterprise’s fantasy
23 sports gambling services were legal through statements communicated through FanDuel, or to
24 obtain money or property of its users by means of false or fraudulent pretenses or representation in
25 violation of 18 U.S.C. § 1343.

26 152. Defendants Howe, Raffensperger, and Flutter’s facilitation of illegal gambling
27 through the FanDuel Enterprise and other business practices described herein are contrary to public
28 policy and/or fail to measure up to the reflection of moral uprightness, fundamental honesty, fair

1 play, and right dealing in general and business life of members of society in violation of 18 U.S.C.
2 § 1343.

3 153. Defendants Howe, Raffensperger, and Flutter could foresee and in fact did foresee
4 that the interstate wires would be used “for the purpose of” advancing, furthering, executing,
5 concealing, conducting, participating in, or carrying out the FanDuel Enterprise, within the meaning
6 of 18 U.S.C. § 1343. This was foreseeable to Defendants, because as alleged herein, Defendants
7 heavily market their services, including the legality of such services, through internet-based
8 Gambling Websites. Knowing that the FanDuel Enterprise would operate in the United States, it
9 was foreseeable that it would use interstate wires to broadcast the legality of its services, betting or
10 wagering information, and paying out and collecting money from users. And it would be impossible
11 to run an internet-based sports gambling business without the use of interstate wires.

12 154. Defendants Howe, Raffensperger, and Flutter acting individually and in concert,
13 through the enterprise (FanDuel), used the interstate wires or caused the interstate wires to be used
14 “for the purpose of” advancing, furthering, executing, concealing, conducting, participating in, or
15 carrying out a scheme to defraud the victims, within the meaning of 18 U.S.C. § 1343.

16 155. By way of example, Defendants Howe, Raffensperger, and Flutter through FanDuel
17 specifically used the interstate wires or caused the interstate wires to do the following:

- 18 a. Transmitting information relating to an illegal gambling business across
19 state lines.
- 20 b. Transmitting information relating to the legality of an illegal gambling
21 business across state lines.
- 22 c. Accepting wagers related to an illegal gambling business and paying out
23 “winnings” to those that placed illegal bets.
- 24 d. Accepting money from users related to their illegal gambling.
- 25 e. Advertising the legality and availability of its services.

26 156. All of the wire communications described above crossed interstate and likely
27 international borders by reason of the technology used to transmit the communications, namely the
28 internet.

1 157. It is not possible for Plaintiff to plead with particularly all instances of wire fraud
2 that advanced, furthered, executed, and concealed the scheme because the particulars are within the
3 exclusive control and within the knowledge of Defendants Howe, Raffensperger, and Flutter and
4 other presently unknown individuals. However, as detailed herein, Plaintiff identified many
5 instances of marketing, advertising, and communications to users that the FanDuel Enterprise's
6 fantasy sports gambling services were legal and available throughout the state of California when
7 they were not.

8 158. Each and every use of interstate wires described above was committed by
9 Defendants Howe, Raffensperger, and Flutter with the specific intent to defraud users or to obtain
10 the property of users by means of false or fraudulent pretenses, representations, or promises.
11 Defendants Howe, Raffensperger, and Flutter's acts of wire fraud in violation of 18 U.S.C. 1343
12 constitute racketeering activity as defined by 18 U.S.C. § 1961(1).

13 **b. Effect on Interstate Commerce.**

14 159. During the period applicable to this lawsuit, Defendants Howe, Raffensperger, and
15 Flutter operated the FanDuel Enterprise and by and through FanDuel marketed, promoted, and
16 distributed its illegal gambling services across state lines and throughout the United States,
17 including by operating illegal Gambling Websites in contravention of state and federal law.

18 160. To effectuate the FanDuel Enterprise, Defendants Howe, Raffensperger, and Flutter
19 by and through FanDuel transmitted funds, contracts, invoices, and other types of business
20 transactions or communications, in a continuous flow of commerce across state lines and
21 throughout the United States. Every time a user placed a bet on FanDuel, Defendants Howe,
22 Raffensperger, and Flutter used interstate electronic communications to process the transaction by
23 and through FanDuel. These thousands of communications in furtherance of their fraudulent
24 scheme constitute wire fraud under federal law.

25 161. Defendants Howe, Raffensperger, and Flutter's illegal gambling scheme and related
26 activities were within the flow of and had substantial effects on domestic, import, and interstate
27 commerce.

28

1 **2. The California Gambling Enterprise.**⁵¹

2 162. In operating the California Gambling Enterprise, Defendants Howe, Raffensperger,
3 Flutter, and FanDuel (for purpose of the discussion of the California Gambling Enterprise,
4 collectively “Defendants”) work in concert to perpetuate an illegal gambling enterprise throughout
5 the state of California where it is clear that the California Gambling Enterprise’s daily fantasy sports
6 services are illegal. To be clear, the California Gambling Enterprise’s services can be offered
7 legally in jurisdictions that permit the offering of daily fantasy sports or the variety of fantasy sports
8 gambling the California Gambling Enterprise offers (subject to appropriate registration and
9 regulatory requirements depending on the jurisdiction), but the enterprise also offers these services
10 in jurisdictions where their services are not legally permitted, such as California, despite actual
11 knowledge that FanDuel’s services are illegal.

12 163. Defendants Howe, Raffensperger, Flutter, and FanDuel work in concert and
13 together to play a specific role in the California Gambling Enterprise, which was formed for the
14 common purpose of perpetuating fantasy sports gambling throughout the state of California, despite
15 its illegality.

16 164. The California Gambling Enterprise itself exists through the foregoing people and
17 entities. While there is some corporate relation between Flutter and FanDuel, these entities exist
18 separately from one another, maintain their own leadership structures, and generally act as their
19 own legal concerns. On information and belief, the California Gambling Enterprise does not have
20 a formal organizational structure but, instead, is undertaken through the relationships between
21 Flutter and FanDuel, with Defendants Howe and Raffensperger using their positions at FanDuel to
22 direct and manage the enterprise’s affairs to accomplish its purpose of perpetrating illegal gambling
23 throughout California. As such, the associated-in-fact California Gambling Enterprise is an
24 “enterprise” as defined under 18 U.S.C. § 1961(4). The Defendants use the California Gambling
25 Enterprise in a way that is distinct from any of their normal corporate operations. On the one hand,

26 _____
27 ⁵¹ Plaintiff notes that he is specifically authorized by Federal Rule of Civil Procedure Rule 8(d)(2)
28 to make his allegations in the alternative, and accordingly, Plaintiff alleges the existence of two
separate RICO enterprises. To the extent finds that there is a conflict between the allegations,
Plaintiff requests the right to amend.

1 these Defendants engage in running, offering, and owning a gambling service. On the other, they
2 do something “more” than just running a gambling service with respect to their activities in
3 California, they knowingly tell users that the California Gambling Enterprise’s fantasy sports
4 gambling services are legal, when they know—based upon the Attorney General’s opinion and
5 unsuccessful ballot measures—that the California Gambling Enterprise’s fantasy sports gambling
6 services are illegal under California law. Defendants have used the California Gambling Enterprise
7 to: (i) offer illegal gambling services in California, (ii) make representations regarding the legality
8 of the services the enterprise effectuates, and (iii) advertise the availability and legality of the
9 services the enterprise effectuates in California as detailed in this First Amended Complaint.

10 165. Defendant Howe is CEO of FanDuel. Defendant Howe has served as CEO of
11 FanDuel since 2021. Her FanDuel biography provides “she is responsible for driving commercial
12 success across the company’s marketing, technology, product, and regulatory practices, ensuring
13 that FanDuel Group maintains its market-leading position as North American’s preeminent mobile
14 gaming operator.”⁵²

15 166. Defendant Howe has long wanted to keep FanDuel operating in California, and she
16 has previously made her intention to enter and stay in the California market clear. And it is clear
17 why, as discussed herein, the population of California is huge, and Californians can account for a
18 substantial share of the United States online sports gambling market. In fact, during a 2024 investor
19 conference, she outlined how she would use FanDuel to saturate the California market, despite
20 sports gambling’s illegality in California: “So NFL, even if you’re a state where sports betting
21 hasn’t opened up, we’re advertising there and you’re starting to actually get the awareness in
22 advance of hopefully a California or Texas opening up. So over time, we do see that shifting. That
23 being said, we also want to make sure that we’ve got the right local presence within the market.”⁵³

24 167. Defendant Raffensperger is FanDuel’s President of Sports, where “he owns all
25 functional responsibility for the company’s sports business unit, inclusive of sports betting, daily

26 ⁵² Amy Howe FanDuel Biography, <https://www.fanduel.com/about/leadership/amy-howe> (last
27 visited Feb. 25, 2026).

28 ⁵³ Flutter Investor Day 2024 Transcript, Pg. 56, <https://flutter.com/media/34ppqgc0/investor-day-2024-transcript.pdf> (last accessed Feb. 25, 2026).

1 fantasy sports, retail, free-to-play, FanDuel TV, FanDuel Canda, and New Ventures. In his role,
2 Raffensperger is responsible for the firm’s strategy to capitalize on the emergence of legal online
3 gaming, leading all revenue, marketing, partnership, and media functions.”⁵⁴

4 168. Defendant Raffensperger has also long wanted to keep FanDuel operating in
5 California, and he has made prior statements showing his intent to enter the California market. For
6 example, in an online interview in February 2024, Defendant Raffensperger was asked “is there
7 one particular state that’s a bit of a while whale?”, conjuring the image of the infamous great whale,
8 Moby Dick. Defendant Raffensperger responded, “Yeah look, there’s nothing quite like California.
9 It’s the largest state economy. It’ll be a huge marketplace for us. We’re in active conversations with
10 lawmakers, with tribal interests, with others where we understand there’s a constituency, I think of
11 partnership that it’ll take to bring that state online. But confident that that over the time horizon,
12 it’ll happen.”

13 169. Defendant Flutter Entertainment PLC, which is the independently structured and
14 operating parent company of FanDuel is part of the California Gambling Enterprise. Defendant
15 Howe sits on Flutter’s executive committee, but she does not sit on Flutter’s board of directors.
16 Despite this, Flutter operates as an independent business unit from FanDuel and as such, Flutter is
17 an independent RICO “person” from the California Gambling Enterprise.

18 170. Flutter too has been clear about the importance and desire of the California market.
19 In its 2024 10-K, Flutter included the following statement: “For example, as of the date of this
20 Annual Report, sports betting as bot been legalized in the State of California. Given that California
21 has approximately forty million inhabitants, attracts over 250 million annual tourists, and boasts
22 more professional sports teams than any other state in the United States, the legalization of online
23 sports betting in California in the near future would open up a large and significant market to us.”⁵⁵

24 171. Defendant FanDuel (comprising FanDuel, Inc. and FanDuel Limited) is the vehicle
25 through which the associated-in-fact enterprise operates. In other words, FanDuel is the face of the

26 _____
27 ⁵⁴ Mike Raffensperger FanDuel Biography, <https://www.fanduel.com/about/leadership/mike-raffensperger> (last visited Feb. 25, 2026).

28 ⁵⁵ Flutter Entertainment PLC, 10-K, <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001635327/a2545bfa-c959-4cd4-a7ac-33f787ceb2df.pdf> (last visited Feb. 25, 2026).

1 enterprise. It is the FanDuel brand that is used to perpetuate the California Gambling Enterprise,
2 and FanDuel is the entity that is consumer-facing and makes the illegal sports gambling services
3 discussed herein available. While FanDuel is the vehicle through which the associated-in-fact
4 enterprise operates, FanDuel's activities within the California Gambling Enterprise are separate
5 from the ordinary legal business activities FanDuel. On one side, there are FanDuel's legally and
6 permitted operations and on the other side—the California Gambling Enterprise side—there is
7 FanDuel's participation in the enterprise and its facilitation of the predicate acts discussed herein.

8 **a. The Racketeering Acts.**

9 **(1) Violation of Federal Anti-Gambling Laws.**

10 172. Defendants Howe, Raffensperger, Flutter, and FanDuel, by and through the
11 California Gambling Enterprise, have engaged in multiple racketeering acts within the past ten
12 years (and currently), including violating numerous federal statutes prohibiting gambling in
13 addition to California law, which also prohibits it.

14 173. At least since 2021 when Defendants Howe and Raffensperger joined FanDuel,
15 Defendants Howe, Raffensperger, Flutter, and FanDuel have engaged in an enterprise to violate
16 federal gambling laws in California, violate California state law, and offer the enterprise's sports
17 gambling services in California. California law has always prohibited daily fantasy sports
18 gambling—but to the extent there was any uncertainty in the state of California's law (there was
19 not), any such uncertainty was definitively resolved with the release of the California Attorney
20 General Opinion plaining stating that daily fantasy sports are illegal in California.

21 174. Despite knowing of its illegality, Defendants Howe, Raffensperger, Flutter, and
22 FanDuel have been trying to expand their reach in the California market for years, and these
23 Defendants continue to work through the California Gambling Enterprise to offer, operate,
24 advertise, and effectuate the illegal gambling services the California Gambling Enterprises uses to
25 have users part from their money to an illegal gambling service.

26 175. As noted throughout this First Amended Complaint, Defendants made public
27 statements or public filings where they all independently recognized the importance of the
28 California market (including by illegally operating within it), as well as the money that they could

1 gain from the California Gambling Enterprise operating in the California market, and all of these
2 statements occurred before the California Attorney General released his opinion plainly stating that
3 services like the enterprise's sports gambling services were illegal in California. To put a finer point
4 on it, nothing changed in the landscape of California law that could have changed Defendants'
5 knowledge of the legality of the California Gambling Enterprise's services in California between
6 when they made these statements, when Plaintiff used the service, and the release of the California
7 Attorney General opinion. There was no ballot referendum, the California legislature did not
8 change the law, and there was no contrary guidance from the California Attorney General informing
9 them that their services were legal.

10 176. Simply put, California was there for the taking, and Defendants took the opportunity
11 to make millions of dollars through the California Gambling Enterprise all while violating
12 California and federal law. On information and behalf, at least in or around July 2025, these
13 Defendants made a decision to continue to operate the California Gambling Enterprise in
14 California, continue to accept bets from California users, and to continue paying out users in
15 California despite the Attorney General's Opinion. The California Gambling Enterprise was
16 already operating illegally in California previously (since at least 2021), and these same Defendants
17 would have made similar decisions to ignore California law then, and they still choose to willfully
18 ignore it now even after the California Attorney General release his opinion. And Defendants
19 continue to offer their fantasy sports gambling services through the California Gambling Enterprise
20 in California as of filing this First Amended Complaint, so the California Gambling Enterprise
21 continues to have viability and operations in California.

22 177. Defendants Howe, Raffensperger, Flutter, and FanDuel all violated 18 U.S.C.
23 § 1084, which prohibits those engaged in the business of betting or wagering from knowingly using
24 a wire communication facility for the transmission in interstate or foreign commerce or bets or
25 wagers or information assisting in the placing of bets or wagers on any sporting event or contest
26 where the bet or wager is illegal in the state where the bet or wager is placed.

27 178. As discussed herein, Defendants Howe, Raffensperger, Flutter, and FanDuel all
28 engage in the business of betting or wagering as they offer gambling services through the California

1 Gambling Enterprise, namely through FanDuel’s Gambling Websites, which facilitate illegal
2 gambling through fantasy sports contests. To effectuate their gambling scheme, Defendants Howe
3 and Raffensperger oversaw, directed, and managed the California Gambling Enterprise’s California
4 operations and services, which includes using the internet to allow users to participate in the
5 California Gambling Enterprise’s fantasy sports gambling services. Flutter participated in the
6 enterprise by directing the California Gambling Enterprise’s activities and also overseeing the
7 operation of its services. FanDuel participated in the California Gambling Enterprise by being the
8 public facing entity advancing the enterprise’s aims and engaging with the public to facilitate the
9 enterprise’s illegal gambling scheme. Specifically, Defendants—through the enterprise—
10 transmitted the lines users could wager against relating to numerous sporting contests, accepted
11 bets, and paid out bets, all using the internet to facilitate the same. Given that the enterprises’
12 activities emanate from New York, and Plaintiff is and the Classes include California residents,
13 Defendants violated 18 U.S.C. § 1084 by knowingly using interstate wires to assist in the placing
14 of bets or wagers on sporting contests.

15 179. Second, Defendants Howe, Raffensperger, Flutter, and FanDuel engaged in running
16 an illegal gambling business as follows. Defendants Howe, Raffensperger, Flutter, and FanDuel
17 manage, direct, and in some cases own all or part of the California Gambling Enterprise, which
18 offers its illegal sports gambling services in California. As detailed extensively in this First
19 Amended Complaint and the Attorney General’s Opinion, the California Gambling Enterprise’s
20 fantasy sports gambling services are illegal in California. The California Gambling Enterprise has
21 more than five individuals who conduct, finance, manage, supervise, direct, or own all or part of
22 the enterprise.⁵⁶ Additionally, the enterprise has been in operation for more than thirty days (in fact
23 for years) in California and had gross revenue from California alone of more than \$2,000 per day.
24 Because the California Gambling Enterprise offers gambling services (namely, engaging in pool-
25 selling and/or bookmaking, among others) that are illegal in the state of California, and its business
26 involves five or more persons who finance, manage, supervise, direct, or own all or part of the

27 ⁵⁶ See FanDuel Leadership Page, <https://www.fanduel.com/about/leadership> (last visited Feb. 25,
28 2026); Flutter Leadership Page, <https://flutter.com/our-business/leadership/executive-committee/>
(last visited Feb. 25, 2026).

1 enterprise, and the enterprise has been in continuous operations for more than thirty days and/or
2 has gross revenues of more than \$2,000 in a single day, Defendants Howe, Raffensperger, Flutter,
3 and FanDuel were engaged in an illegal gambling business under 18 U.S.C. § 1955.

4 180. Third, Defendants Howe, Raffensperger, Flutter, and FanDuel have engaged in the
5 interstate transportation of wagering paraphernalia through the California Gambling Enterprise in
6 violation of 18 U.S.C. § 1953, which provides that “whoever . . . knowingly carries or sends in
7 interstate or foreign commerce any record, knowingly carries or sends in interstate or foreign
8 commerce any record, paraphernalia, ticket, certificate, bills, slip, token, paper, writing, or other
9 device used, or to be used, or adapted, devised, or designed for use in (a) bookmaking; or (b)
10 *wagering pools with respect to a sporting event*; or (c) in a numbers, policy, bolita or similar game
11 shall be fined under this title or imprisoned for not more than five years, or both.” (emphasis added).

12 181. Defendants Howe, Raffensperger, Flutter, and FanDuel violated this provision by
13 knowingly sending, in interstate commerce through the California Gambling Enterprise, writings
14 and other devices used or designed for use in wagering pools with respect to a sporting event.
15 Specifically, Defendants designed a website and mobile application, which were designed to allow
16 participation in wagering pools with respect to sporting events. The California Gambling
17 Enterprise’s website and mobile applications facilitate the illegal sports wagering and fantasy sports
18 wagering the enterprise offers to users, which are wagering pools on sporting events. As detailed
19 herein, users can bet on the outcome of sporting events based on the line the enterprise promotes
20 and sets, and Defendants knowingly transmits these bets and betting information through interstate
21 commerce to facilitate users participating in the wagering pools, which is a violation of 18 U.S.C
22 § 1953.

23 **(2) Wire Fraud.**

24 182. In addition to the California Gambling Enterprise’s illegal gambling operations,
25 Defendants Howe, Raffensperger, Flutter, and FanDuel also, by and through the California
26 Gambling Enterprise, engage in a systematic and ongoing scheme with the intent to defraud,
27 deceive, and/or mislead the public, Plaintiff, and others who used the California Gambling
28 Enterprise’s services to illegally gamble. Defendants knowingly devised and/or knowingly

1 participated in a scheme or artifice to defraud its users, namely falsely representing to its users the
2 California Gambling Enterprise’s sports gambling and fantasy sports gambling services were legal
3 through statements communicated through the enterprise, or to obtain money or property of its
4 users by means of false or fraudulent pretenses or representation in violation of 18 U.S.C. § 1343.

5 183. Defendants’ facilitation of illegal gambling and other business practices described
6 herein are contrary to public policy and/or fail to measure up to the reflection of moral uprightness,
7 fundamental honesty, fair play, and right dealing in general and business life of members of society
8 in violation of 18 U.S.C. § 1343.

9 184. Defendants could foresee and in fact did foresee that the interstate wires would be
10 used “for the purpose of” advancing, furthering, executing, concealing, conducting, participating
11 in, or carrying out the scheme, including the activities of the California Gambling Enterprise, within
12 the meaning of 18 U.S.C. § 1343.

13 185. Defendants acting individually and in concert, through the California Gambling
14 Enterprise, used the interstate wires or caused the interstate wires to be used “for the purpose of”
15 advancing, furthering, executing, concealing, conducting, participating in, or carrying out a scheme
16 to defraud the victims, within the meaning of 18 U.S.C. § 1343.

17 186. By way of example, Defendants specifically used the interstate wires or caused the
18 interstate wires to do the following through the California Gambling Enterprise:

- 19 a. Transmitting information relating to an illegal gambling business across
20 state lines.
- 21 b. Transmitting information relating to the legality of an illegal gambling
22 business across state lines.
- 23 c. Accepting wagers related to an illegal gambling business and paying out
24 “winnings” to those that placed illegal bets.
- 25 d. Accepting money from users related to their illegal gambling.

26 187. All of the wire communications described above crossed interstate and international
27 borders by reason of the technology used to transmit the communications, namely the internet.

28 188. It is not possible for Plaintiff to plead with particularly all instances of wire fraud

1 that advanced, furthered, executed, and concealed the scheme because the particulars are within the
2 exclusive control and within the knowledge of Defendants other presently unknown individuals.
3 However, as detailed herein, Plaintiff identified many instances of marketing, advertising, and
4 communications to users that the California Gambling Enterprise's services were legal and
5 available throughout the state of California when they were not.

6 189. Each and every use of interstate wires described above was committed by
7 Defendants with the specific intent to defraud users or to obtain the property of users by means of
8 false or fraudulent pretenses, representations, or promises. Defendants' acts of wire fraud in
9 violation of 18 U.S.C. 1343 constitute racketeering activity as defined by 18 U.S.C. § 1961.

10 **b. Effect on Interstate Commerce.**

11 190. During the period applicable to this lawsuit, Defendants by and through the
12 California Gambling Enterprise marketed, promoted, and distributed its illegal gambling services
13 across state lines and throughout the United States, including by operating illegal Gambling
14 Websites in contravention of state and federal law.

15 191. To effectuate their illegal gambling scheme, Defendants by and through the
16 California Gambling Enterprise transmitted funds, contracts, invoices, and other types of business
17 transactions or communications, in a continuous flow of commerce across state lines and
18 throughout the United States. Every time a user placed a bet through the enterprise, Defendants
19 used interstate electronic communications to process the transaction by and through the enterprise.
20 These thousands of communications in furtherance of their fraudulent scheme constitute wire fraud
21 under federal law.

22 192. Defendants' illegal gambling scheme and related activities were within the flow of
23 and had substantial effects on domestic, import, and interstate commerce.

24 **VI. CLASS ALLEGATIONS**

25 193. This action is brought and may properly proceed as a class action pursuant to Federal
26 Rule of Civil Procedure Rule 23, including, without limitation, Sections (b)(1), (b)(2), and (b)(3)
27 of Rule 23.
28

1 194. Plaintiff seeks certification of the following classes (the “Classes”):

2 All California residents who placed a bet or wager on the Gambling
3 Websites while in California (the “California Class”).

4 All persons residing in a Statute of Anne Jurisdiction⁵⁷ who lost money on
5 the Gambling Websites (“Statute of Anne Class”).

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

15 196. FanDuel’s practices have resulted in actual injury and harm to Plaintiff and Class
16 members in the amount of deposits made with FanDuel and/or losses incurred on the Gambling
17 Websites for bets or wagers placed while in California.

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

20 198. **Numerosity.** Plaintiff is informed and believes that there are hundreds of thousands
21 or potentially millions of members of the Classes. The Classes are so large that the joinder of all of

22 ⁵⁷ “Statute of Anne Jurisdiction” refers to the following jurisdictions, which all authorize losers of
23 bets and wagers to recover those funds within the applicable statutory time period: Alabama (Ala.
24 Code § 8-1-150); Arkansas (Ark. Code Ann. § 16-118-103); California (Cal. Civ. Code § 22.2);
25 Georgia (O.C.G.A. § 13-8-3); Illinois (720 Ill. Comp. Stat. 5/28-8); Indiana (Ind. Code §§ 34-16-1,
26 34-16-2); Kentucky (Ky. Rev. Stat. Ann. § 372.020); Maryland (Md. Code Ann., Crim. Law
27 § 12-110); Michigan (Mich. Comp. Laws § 600.2939); Minnesota (Minn. Stat. § 541.20);
28 Mississippi (Miss. Code Ann. § 87-1-5); Missouri (Mo. Rev. Stat. § 434.030); Montana (Mont.
Code Ann. §§ 23-5-131); New Hampshire (N.H. Rev. Stat. Ann. § 338:3); New Jersey (N.J. Rev.
Stat. § 2A:40-5); New Mexico (N.M. Stat. Ann. § 44-5-1); Ohio (Ohio Rev. Code Ann. § 3763.02);
Oregon (Or. Rev. Stat. § 30.740); South Carolina (S.C. Code Ann. § 32-1-10); South Dakota (S.D.
Codified Laws § 21-6-1); Tennessee (Tenn. Code Ann. § 28-3-106); Vermont (9 Vt. Stat. § 3981);
Virginia (Va. Code Ann. §11-15); West Virginia (W. Va. Code § 55-9-2); Wisconsin (Wis. Stat.
Ann. § 895.056).

1 its members is impracticable. The exact number of members of the Classes can be determined from
2 information in the possession and control of FanDuel.

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

- 7 a. What gambling contests FanDuel offers in California.
- 8 b. What mediums (e.g., website, app, in person, etc.) FanDuel offers its
9 gambling contests through in California.
- 10 c. The dates and number of gambling contests offered by FanDuel in
11 California.
- 12 d. Whether FanDuel violates California Penal Code Section 319 by operating
13 the Gambling Websites in California and allowing California residents to
14 place bets and wagers on the Gambling Websites.
- 15 e. Whether FanDuel violates California Penal Code Section 320 by operating
16 the Gambling Websites in California and allowing California residents to
17 place bets and wagers on the Gambling Websites.
- 18 f. Whether FanDuel violates California Penal Code Section 321 by operating
19 the Gambling Websites in California and allowing California residents to
20 place bets and wagers on the Gambling Websites.
- 21 g. Whether FanDuel violates California Penal Code Section 330 by operating
22 the Gambling Websites in California and allowing California residents to
23 place bets and wagers on the Gambling Websites.
- 24 h. Whether FanDuel violates California Penal Code Section 330a by operating
25 the Gambling Websites in California and allowing California residents to
26 place bets and wagers on the Gambling Websites.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- i.** Whether FanDuel 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 FanDuel 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.
- k.** Whether FanDuel’s violations of the California Penal Code give rise to liability under California’s unfair competition law.
- l.** Whether FanDuel is a “person” within the meaning of Section 1761(c) of the California Consumer Legal Remedies Act (“CLRA”).
- m.** Whether Plaintiff and California Class members are “consumers” within the meaning of Section 1761(d) of the CLRA.
- n.** Whether FanDuel’s practices violate the following CLRA Sections, among others:

 - i.** “Misrepresenting the source, sponsorship, approval, or certification of goods or services” (a)(2);
 - ii.** “Misrepresenting the affiliation, connection, or association with, or certification by, another” (a)(3);
 - iii.** “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have” (a)(5);
 - iv.** “Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another” (a)(7);

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- v. “Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law” (a)(14);
- vi. “Representing that the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction” (a)(17); and
- vii. “Inserting an unconscionable provision in the contract” (a)(19).
- o.** Whether the Defendants participating in the RICO enterprises violated RICO and engaged in the conduct making up the predicate acts alleged herein.
- p.** Whether FanDuel’s operation of the Gambling Websites should be enjoined in California.
- q.** The appropriate monetary model for calculating equitable restitution and/or equitable disgorgement.
- r.** Whether FanDuel’s affirmative misrepresentations that the Gambling Websites are legal tolled any otherwise applicable statutes of limitations.
- s.** Whether any subset of claims held by the Classes are barred by the statute of limitations.
- t.** Whether FanDuel’s Terms of Service are valid and enforceable.
- u.** Whether Plaintiff and the Classes can be forced to pursue their claims in small claims court.

200. **Predominance.** These common issues predominate over individualized inquiries in this action because the action centers around conduct that FanDuel engaged in and/or legal conclusions from such conduct, and FanDuel’s liability for its actions can be established as to all members of the Classes as discussed herein.

201. **Typicality.** Plaintiff’s claims against FanDuel and experience with FanDuel are typical, if not identical, to the claims and experiences of members of the Classes because, among other reasons, Plaintiff’s claims arise from FanDuel’s practices that are applicable to the Classes.

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

3 208. FanDuel’s practices of operating the Gambling Websites within California are
4 “unlawful” within the meaning of the UCL because, among other things, the operation of the
5 Gambling Websites violates California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and
6 337j because, among other reasons, in the course of business and in the course of trade and
7 commerce, FanDuel has:

- 8 **a.** Operated illegal lotteries and/or games of chance in violation of Penal
9 Code Sections 319, 320, 321, 330a, and 337j by operating the
10 Gambling Websites and FanDuel Fantasy contests in California.⁵⁸
- 11 **b.** Operated banking and/or percentage gambling games in violation of
12 Penal Code Section 330 by operating the Gambling Websites and
13 FanDuel Fantasy contests in California.
- 14 **c.** Engaged in pool selling in violation of Penal Code Section 337(a)(1)
15 by operating the Gambling Websites and FanDuel Fantasy contests in
16 California.⁵⁹
- 17 **d.** Engaged in bookmaking in violation of Penal Code Section 337(a)(1)
18 by operating the Gambling Websites and FanDuel Fantasy contests in
19 California.
- 20 **e.** Violated Penal Code Section 337(a)(3) by “receiv[ing], hold[ing], or
21 forward[ing] . . . money . . . staked, pledged, bet or wagered . . upon
22 the result, or purported result, of any trial, or purported trial, or
23 contest, or purported contest, of skill, speed or power of endurance of

24 ⁵⁸ Plaintiff notes that he is specifically authorized by Federal Rule of Civil Procedure Rule 8(d)(2)
25 to make his allegations in the alternative and, accordingly, alleges that the gambling contests
26 offered in California by FanDuel constitute games of “chance,” for purposes of those Penal Code
27 Sections that prohibit lotteries and/or other games of chance, and constitute games of skill, to the
28 extent skill is found to be a necessary element of certain claims made under Penal Code Section
337a or otherwise.

⁵⁹ Plaintiff expressly states his allegations of “pool selling” as an alternative to his “banking game”
allegations, to the extent there is any inconsistency between these allegations.

1 person or animal, or between persons, animals, or mechanical
2 apparatus, or upon the result, or purported result, of any lot, chance,
3 casualty, unknown or contingent event whatsoever” by operating the
4 Gambling Websites and FanDuel Fantasy contests in California.

5 **f.** Violated Penal Code Section 337(a)(4) by “record[ing], or
6 register[ing] any bet or bets, wager or wagers, upon the result . . . of
7 any trial, or purported trial, or contest, or purported contest, of skill,
8 speed or power of endurance of person or animal, or between persons,
9 animals, or mechanical apparatus, or upon the result, or purported
10 result, of any lot, chance, casualty, unknown or contingent event
11 whatsoever” by operating the Gambling Websites and FanDuel
12 Fantasy contests in California.

13 **g.** Violated Penal Code Section 337(a)(6) by “[o]ffer[ing] or accept[ing]
14 any bet or bets, or wager or wagers, upon the result . . . of any trial, or
15 purported trial, or contest, or purported contest, of skill, speed or
16 power of endurance of person or animal, or between persons, animals,
17 or mechanical apparatus” by operating the Gambling Websites and
18 FanDuel Fantasy contests in California.

19 209. The California Attorney General has confirmed that “California law prohibits the
20 operation of daily fantasy sports games.”⁶⁰

21 210. FanDuel’s operation of the Gambling Websites within California is also unlawful
22 within the meaning of the UCL because FanDuel has violated the CLRA, as alleged in the Second
23 Cause of Action, below.

24 211. FanDuel’s operation of the Gambling Websites within California is also unlawful
25 within the meaning of the UCL because FanDuel has violated the California Business and
26

27
28 ⁶⁰ AG Opinion at 1, available online at <https://oag.ca.gov/system/files/attachments/press-docs/23-1001.pdf> (last visited Feb. 25, 2026).

1 Professions Code, because “no person in this state has a right to operate a gambling enterprise
2 except as may be expressly permitted by the laws of this state.” Cal. Bus. & Prof. Code § 19801(d).

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

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

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

16 215. Plaintiff seeks all available remedies under the UCL, including an order providing
17 restitution and/or disgorgement in the form of all amounts paid to FanDuel by Plaintiff and the
18 California Class and/or the total of net losses on the Gambling Websites by Plaintiff and the
19 California Class for bets placed within California.

20 216. Plaintiff further seeks an order enjoining the unlawful practices.

21 217. Plaintiff and members of the proposed California Class have no adequate remedy at
22 law and are therefore entitled to restitution, disgorgement, and/or the imposition of a constructive
23 trust to recover the amount of FanDuel’s ill-gotten gains, and/or other sums as may be just and
24 equitable.

25 218. Plaintiff and the California Class further seek their attorneys’ fees and costs pursuant
26 to California Code of Civil Procedure Section 1021.5 because Plaintiff and the California Class
27 seek to enforce “an important right affecting the public interest” in bringing this UCL claim and
28 this action.

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

4 219. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
5 203, inclusive, of this First Amended Complaint.

6 220. At all relevant times, Plaintiff and California Class members were “consumers”
7 within the meaning of the CLRA, as they were individuals seeking or acquiring, by purchase or
8 lease, goods or services for personal, family, or household purposes.

9 221. FanDuel’s actions and conduct constituted transactions for the sale or lease of goods
10 or services to consumers under the terms of the CLRA, namely the selling of the unlawful gambling
11 goods and services that are at issue in this action through the Gambling Websites.

12 222. FanDuel violated the CLRA by, among other things:

- 13 a. “Misrepresenting the source, sponsorship, approval, or certification of goods
14 or services” (a)(2);
 - 15 b. “Misrepresenting the affiliation, connection, or association with, or
16 certification by, another” (a)(3);
 - 17 c. “Representing that goods or services have sponsorship, approval,
18 characteristics, ingredients, uses, benefits, or quantities that they do not have
19 or that a person has a sponsorship, approval, status, affiliation, or connection
20 that the person does not have” (a)(5);
 - 21 d. “Representing that goods or services are of a particular standard, quality, or
22 grade, or that goods are of a particular style or model, if they are of another”
23 (a)(7);
 - 24 e. “Representing that a transaction confers or involves rights, remedies, or
25 obligations that it does not have or involve, or that are prohibited by law”
26 (a)(14);
- 27
28

1 **f.** “Representing that the consumer will receive a rebate, discount, or other
2 economic benefit, if the earning of the benefit is contingent on an event to
3 occur subsequent to the consummation of the transaction” (a)(17); and

4 **g.** “Inserting an unconscionable provision in the contract” (a)(19).

5 223. FanDuel’s actions and misrepresentations were material, and FanDuel’s violations
6 of the CLRA were a substantial factor in causing Plaintiff and the California Class to lose money.

7 224. As a direct and proximate consequence of these actions, Plaintiff and the California
8 Class suffered injury.

9 225. FanDuel’s conduct was malicious, fraudulent, and wanton in that it intentionally and
10 knowingly provided misleading information to Plaintiff and the California Class for Defendants’
11 own benefit to the detriment of Plaintiff and the California Class.

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

13 **a.** Prohibiting the waiver of any substantive rights provided for under the
14 CLRA. *Id.* § 1750.

15 **b.** Requiring that the CLRA “shall be liberally construed and applied to
16 promote its underlying purposes, which are to protect consumers against
17 unfair and deceptive business practices and to provide efficient and
18 economical procedures to secure such protection.” *Id.* § 1760.

19 **c.** Establishing a substantive right to litigate in the forum where the transaction
20 occurred and/or where the consumer lives. *Id.* § 1780(d).

21 **d.** Establishing a substantive right to pursue class claims. *Id.* § 1781; *see also*
22 *id.* § 1752.

23 **e.** Authorizing injunctive relief. *Id.* § 1780(a)(2).

24 **f.** Authorizing actual damages. *Id.* § 1780(a)(1).

25 **g.** Authorizing restitution of unlawfully taken sums. *Id.* § 1780(a)(3).

26 **h.** Authorizing punitive damages. *Id.* § 1780(a)(4).

27 **i.** Authorizing statutory damages of \$1,000 per violation. *Id.* § 1780(a)(1).

28

1 j. Authorizing statutory damages of \$5,000 per injured individual, where the
2 unlawful conduct was directed against the elderly or the disabled. *Id.*
3 § 1780(b)(1).

4 k. Requiring that the Court “shall award court costs and attorney’s fees to a
5 prevailing plaintiff in litigation.” *Id.* § 1780(e).

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

9 **C. Third Cause of Action: Declaratory Judgment, 28 U.S.C. § 2201, on Behalf of Plaintiff**
10 **and the Classes Against FanDuel.**

11 228. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
12 203, inclusive, of this First Amended Complaint.

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

17 230. An actual, present, and justiciable controversy has arisen between Plaintiff and the
18 Classes (on the one hand) and FanDuel (on the other hand) regarding whether: (1) FanDuel’s
19 operation of the Gambling Websites within California, including FanDuel Fantasy, violates
20 California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) FanDuel’s contracts
21 with Plaintiff and the Classes were formed and to the extent any were formed whether they are void
22 or voidable, including, without limitation, pursuant to California Civil Code Sections 16087, 1608,
23 and 1667; (3) the applicable statute of limitations for claims raised by Plaintiff and the Classes;⁶¹
24 and (4) Plaintiff and the Classes are required to pursue their claims in small claims court.

25 ⁶¹ In its Terms of Use, FanDuel contends that any claims against it are subject to a one-year statute
26 of limitation period. FanDuel Terms of Use Dated September 3, 2025 at ¶ 18.3, available online at
27 <https://www.fanduel.com/terms> (last visited Feb. 25, 2026). Plaintiff contends that all statutes of
28 limitations periods have tolled, and alternatively, Plaintiff states that the applicable statute of
 limitations period is four years for claims arising under California’s unfair competition law (First
 Cause of Action, above) and three years for claims arising under California’s Consumer Legal

1 231. Plaintiff seeks a declaration in his favor on behalf of himself and the Classes that:
2 (1) FanDuel’s operation of the Gambling Websites within California, including FanDuel Fantasy,
3 violates California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) that no
4 contracts were formed between FanDuel and members of the Classes, and to the extent such
5 contracts were formed that, those are void or voidable, including, without limitation, pursuant to
6 California Civil Code Section 1607, 1608, and 1667; (3) the applicable statute of limitations for
7 claims raised by Plaintiff and the Classes has been tolled since the inception of FanDuel’s
8 commencement of operations in California and/or in the alternative, that Plaintiff’s and the
9 California Class’s First Cause of Action is subject to a four-year limitations period and their Second
10 Cause of Action is subject to a three-year limitations period; and (4) Plaintiff and the Classes are
11 not required to pursue their claims in small claims court.

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

14 232. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
15 203, inclusive, of this First Amended Complaint.

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

19 234. Pursuant to California Penal Code section 496(a) receiving property “that has been
20 obtained in any manner constituting theft” is a criminal offense punishable by imprisonment.
21 Pursuant to California law, procuring funds by false pretenses constitutes a violation of Section
22 496(a). Pursuant to Section 496(c), any person that violates Section 496(a) is liable for three times
23 the actual damages as well as attorney’s fees.

24 235. FanDuel’s conduct alleged above constitutes a violation of Penal Code section
25 496(a) entitling Plaintiff to the relief provided by Section 496(c) including treble damages and
26 reasonable attorney’s fees.

27 _____
28 Remedies Act (Second Cause of Action, above), not one year, as claimed by FanDuel. Accordingly,
a present dispute exists between Plaintiff and FanDuel as to the applicable limitations period.

1 **E. Fifth Cause of Action: Violation of RICO, 18 U.S.C. §§ 1962(c) and 1964(c), on Behalf**
2 **of Plaintiff and the California Class Against Defendants Howe, Raffensperger, and**
3 **Flutter Entertainment PLC.**

4 236. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
5 203, inclusive, of this First Amended Complaint.

6 237. Defendants Howe, Raffensperger, and Flutter are all persons within the meaning of
7 18 U.S.C. § 1961(3) as they are all capable of holding a legal or beneficial interest in property.

8 238. FanDuel constitutes an “enterprise” within the meaning of 18 U.S.C. § 1961(4) and
9 § 1962(c), as it is a corporation. The enterprise consists of FanDuel and any other participants in
10 Defendants Howe, Raffensperger, and Flutter’s scheme.

11 239. The enterprise has an existence separate and distinct from the pattern of racketeering
12 activity in which Defendants Howe, Raffensperger, and Flutter engaged as these Defendants offer
13 FanDuel’s services in states where it is permissible to do so under the specific and distinct laws of
14 those states. The corporate entity FanDuel was formed for the legitimate purpose of offering
15 gambling services in states where it was permitted by law to do so, but Defendants Howe,
16 Raffensperger, and Flutter—all employed and/or an owner of FanDuel—have also used FanDuel
17 to conduct and participate in the conduct of the enterprise through a pattern of racketeering activity.

18 240. Defendants Howe, Raffensperger, and Flutter directed, conducted, and/or
19 participated in the conduct of the enterprise’s affairs through a pattern of racketeering activity
20 within the meaning of 18 U.S.C. § 1962(c), consisting of multiple predicate acts, including
21 operating an illegal gambling business as discussed above (see 18 U.S.C. § 1955(a)), illegally
22 transmitting betting or wagering information as discussed above (see 18 U.S.C. § 1084), and
23 illegally transmitting gambling paraphernalia as discussed above (see 18 U.S.C. § 1953).

24 241. Defendants Howe, Raffensperger, and Flutter through the enterprise committed
25 additional predicate acts in the form of wire fraud (see 18 U.S.C. § 1343). Defendants Howe,
26 Raffensperger, and Flutter devised and executed a scheme to defraud Plaintiff and the California
27 Class by, among other things:

1 **F. Sixth Cause of Action: Violation of RICO, 18 U.S.C. §§ 1962(d) and 1964(c) on Behalf**
2 **of Plaintiff and the California Class Against Defendants Howe, Raffensperger, and**
3 **Flutter Entertainment PLC.**

4 246. Plaintiff incorporates by reference all allegations contained in Paragraphs 1 through
5 203, inclusive, of this First Amended Complaint.

6 247. Defendants have conspired to violate 18 U.S.C. § 1962(d) by agreeing to conduct
7 and participate in the conduct of the enterprise's affairs through a pattern of racketeering activity.

8 248. Defendants knew that they and their co-conspirators were engaging in the pattern of
9 racketeering activity alleged herein. Defendants agreed amongst themselves that a conspirator
10 would commit at least two acts of racketeering activity as Defendants Howe, Raffensperger, and
11 Flutter agreed that they would offer fantasy sports contests they knew violated California law, and
12 even after receiving a clear pronouncement from the California Attorney General that their services
13 were illegal, Defendants Howe, Raffensperger, and Flutter agreed to continue offering FanDuel's
14 gambling services in California.

15 249. Defendants' overt acts in furtherance of the conspiracy include the following,
16 without limitation:

- 17 **a.** Developing, designing, and maintaining the Gambling Websites where
18 users are enticed to engage in illegal gambling throughout California.
19 **b.** Sharing profits from the gambling scheme amongst the individual
20 Defendants.
21 **c.** Making false representations to its users regarding the legality of the
22 Gambling Websites.
23 **d.** Concealing the true nature of their operations from their users.

24 250. As a direct and proximate result of the Defendants' conspiracy, Plaintiff and
25 California Class members have been injured as described herein.

26 251. By engaging in violations of 18 U.S.C. § 1962(d), Defendants damaged Plaintiff and
27 the putative California Class by depriving them of money that they believe was being used to legally
28

1 gamble using FanDuel’s sports gambling and fantasy sports gambling services while conspiring to
2 engage in an illegal gambling enterprise to ensure that users parted with their money.

3 252. By reason of the violations of 18 U.S.C. § 1962(d), Plaintiff and California Class
4 members are entitled to treble damages, costs, and attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

5 **G. Seventh Cause of Action: Violation of RICO, 18 U.S.C. §§ 1962(c) and 1964(c), on**
6 **Behalf of Plaintiff and the California Class Against All Defendants.**

7 253. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
8 203, inclusive, of this First Amended Complaint.

9 254. Defendants are all persons within the meaning of 18 U.S.C. § 1961(3) as they are
10 all capable of holding a legal or beneficial interest in property.

11 255. The associated-in-fact California Gambling Enterprise constitutes an “enterprise”
12 within the meaning of 18 U.S.C. § 1961(4) and § 1962(c).

13 256. The enterprise has an existence separate and distinct from the pattern of racketeering
14 activity in which Defendants engaged as Defendants offer legitimate gambling services—separate
15 and apart from the affairs of the enterprise—in states where it is permissible to do so under the
16 specific and distinct laws of those states.

17 257. Defendants directed, conducted, and/or participated in the conduct of the
18 enterprise’s affairs through a pattern of racketeering activity within the meaning of 18 U.S.C.
19 § 1962(c), consisting of multiple predicate acts as discussed herein, including operating an illegal
20 gambling business as discussed above (see 18 U.S.C. § 1955(a)), illegally transmitting betting or
21 wagering information as discussed above (see 18 U.S.C. § 1084), and illegally transmitting
22 gambling paraphernalia as discussed above (see 18 U.S.C. § 1953).

23 258. Defendants through the enterprise committed additional predicate acts in the form
24 of wire fraud (see 18 U.S.C. § 1343). Defendants devised and executed a scheme to defraud Plaintiff
25 and the California Class by, among other things:

- 26 **a.** Transmitting information relating to an illegal gambling business across
27 state lines.
28

1 **b.** Accepting wagers related to an illegal gambling business and paying out
2 “winnings” to those that placed illegal bets.

3 **c.** Accepting money from users related to their illegal gambling.

4 259. Defendants all committed at least two predicate acts of racketeering activity within
5 a ten-year period, and that racketeering activity started at least when Defendants made the decision
6 to offer illegal gambling services in California and continues to this day. In fact, Defendants have
7 committed thousands of predicate acts, as they have operated an illegal gambling business for years
8 in California and committed wire fraud repeatedly in furtherance of their scheme.

9 260. The predicate acts discussed herein constituted a “pattern of racketeering activity
10 within the meaning of 18 U.S.C. § 1961(5) because, among other things:

11 **a.** The acts are related to each other as part of Defendants overarching scheme
12 to run an illegal gambling business.

13 **b.** The acts have the same or similar purposes, results, participants, victims,
14 and methods of commission.

15 **c.** The acts are continuous and ongoing, having occurred regularly over several
16 years with the continued threat of them re-occurring in California.

17 261. By engaging in violations of 18 U.S.C. 1962(b), Defendants damaged Plaintiff and
18 the putative California Class by depriving them of money that they believed was being used to
19 legally gamble in the enterprises’ sports and fantasy sports gambling services while all the while
20 engaging in an illegal gambling enterprise designed to part users with their money.

21 262. By reason of the violations of 18 U.S.C. § 1962(c), Plaintiff and California class
22 members are entitled to treble damages, costs, and attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

23 **H. Eighth Cause of Action: Violation of RICO, 18 U.S.C. §§ 1962(d) and 1964(c) on Behalf**
24 **of Plaintiff and the California Class Against All Defendants.**

25 263. Plaintiff incorporates by reference all allegations contained in Paragraphs 1 through
26 203, inclusive, of this First Amended Complaint.

27 264. Defendants have conspired to violate 18 U.S.C. § 1962(d) by agreeing to conduct
28 and participate in the conduct of the enterprise’s affairs through a pattern of racketeering activity.

1 265. Defendants knew that they and their co-conspirators were engaging in the pattern of
2 racketeering activity alleged herein. Defendants agreed amongst themselves that a conspirator
3 would commit at least two acts of racketeering activity as Defendants agreed that they would offer
4 fantasy sports contests they knew violated California law, and even after receiving a clear
5 pronouncement from the California Attorney General that their services were illegal, Defendants
6 agreed to continue offering FanDuel's gambling services in California.

7 266. Defendants' overt acts in furtherance of the conspiracy include the following,
8 without limitation:

- 9 a. Developing, designing, and maintaining the Gambling Websites where
10 users are enticed to engage in illegal gambling throughout California.
- 11 b. Sharing profits from the gambling scheme amongst the individual
12 Defendants.
- 13 c. Making false representations to its users regarding the legality of the
14 Gambling Websites; and
- 15 d. Concealing the true nature of their operations from their users.

16 267. As a direct and proximate result of Defendants' conspiracy, Plaintiff and California
17 Class members have been injured as described herein.

18 268. By engaging in violations of 18 U.S.C. § 1962(d), Defendants damaged Plaintiff and
19 the putative California Class by depriving them of money that they believe was being used to legally
20 gamble using FanDuel's sports gambling and fantasy sports gambling services while conspiring to
21 engage in an illegal gambling enterprise to ensure that users parted with their money.

22 269. By reason of the violations of 18 U.S.C. § 1962(d), Plaintiff and the California Class
23 members are entitled to treble damages, costs, and attorneys' fees pursuant to 18 U.S.C. § 1964(c).

24 **I. Ninth Cause of Action: Gambling Loss Recovery Statutes on Behalf of Plaintiff and**
25 **the Statue of Anne Class Against FanDuel.**

26 270. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
27 203, inclusive, of this First Amended Complaint.

28

1 271. Like many U.S. states, in the early days of statehood, California looked to English
2 common law to model its state law on, as did the Statute of Anne Jurisdictions.⁶²

3 272. On April 13, 1950, California passed an “Act adopting the Common Law,” which
4 read: “The Common Law of England, so far as it is not repugnant to or inconsistent with the
5 Constitution of the United States, or the Constitution or laws of the State of California, shall be the
6 rule of decision in all Courts of this State.”

7 273. Since 1850, California continues to maintain the Act, and it is currently codified at
8 Cal. Civ. Code § 22.2. Cal. Civ. Code § 22.2 currently provides: “The common law of England, so
9 far as it is not repugnant to or inconsistent with the Constitution of the United States, or the
10 Constitution or laws of this State, is the rule of decision in all courts of this State.” Courts have
11 determined that when California imported the English common law that California imported not
12 only the “whole body of judge-made” decision law of the English courts but “also the written
13 statutes enacted by Parliament.” *Tak Chun Gaming Promotion Co. Ltd. v. Long*, 314 Cal. Rptr. 3d
14 890, 895 (2023), as modified on denial of reh’g (Nov. 17, 2023) (cleaned up).⁶³

15 274. One of the statutes of Parliament that was effective in 1850 (and therefore
16 incorporated into California law) was the Gaming Act of 1710, commonly referred to as the “Statute
17 of Anne.” Section II of the Gaming Act of 1710 reads as follows (edited for clarity):

18 And be it further enacted by the Authority aforesaid, That from and
19 after the said first Day of May one thousand seven hundred and
20 eleven, any Person or Persons whatsoever, who shall at any Time or
 Sitting, by playing at Cards, Dice, Tables, or other Game or Games

21 ⁶² Alabama (Ala. Code § 8-1-150); Arkansas (Ark. Code Ann. § 16-118-103); Georgia (O.C.G.A.
22 § 13-8-3); Illinois (720 Ill. Comp. Stat. 5/28-8); Indiana (Ind. Code §§ 34-16-1, 34-16-2); Kentucky
23 (Ky. Rev. Stat. Ann. § 372.020); Maryland (Md. Code Ann., Crim. Law § 12-110); Michigan
24 (Mich. Comp. Laws § 600.2939); Minnesota (Minn. Stat. § 541.20); Mississippi (Miss. Code Ann.
25 § 87-1-5); Missouri (Mo. Rev. Stat. § 434.030); Montana (Mont. Code Ann. §§ 23-5-131); New
26 Hampshire (N.H. Rev. Stat. Ann. § 338:3); New Jersey (N.J. Rev. Stat. § 2A:40-5); New Mexico
27 (N.M. Stat. Ann. § 44-5-1); Ohio (Ohio Rev. Code Ann. § 3763.02); Oregon (Or. Rev. Stat.
28 § 30.740); South Carolina (S.C. Code Ann. § 32-1-10); South Dakota (S.D. Codified Laws
§ 21-6-1); Tennessee (Tenn. Code Ann. § 28-3-106); Vermont (9 Vt. Stat. § 3981); Virginia (Va.
Code Ann. §11-15); West Virginia (W. Va. Code § 55-9-2); Wisconsin (Wis. Stat. Ann. § 895.056).

⁶³ The California Supreme Court cases addressing gambling debts as “off limits” did not consider
the applicability of Civil Code Section 22.2, and the more accurate, recent, and comprehensive
statement of the law is provided in *Tak Chun Gaming Promotion Co. Ltd. v. Long*, 314 Cal. Rptr.
3d 890, 895 (2023), as modified on denial of reh’g (Nov. 17, 2023).

1 whatsoever, or by betting on the Sides or Hands of such as do play at
2 any of the Games aforesaid, lose to any one or more Person or
3 Persons of playing or betting in the whole, the Sum or Value of ten
4 Pounds, and shall pay or deliver the same or any Part thereof, the
5 Person or Persons, so losing and paying or delivering the same, shall
6 be at Liberty within three Months then next, to sue for and recover
7 the Money or Goods so lost, and paid or delivered or any Part thereof,
8 from the respective Winner and Winners thereof, with Costs of Suit,
9 by Action of Debt founded on this Act, to be prosecuted in any of her
10 Majesty's Courts of Record, in which Actions or Suits no Effoin,
11 Protection, Wager or Law, Privilege of Parliament, or more than one
12 Imparlance shall be allowed; in which Action it shall be sufficient for
13 the Plaintiff to allege, that the Defendant or Defendants are indebted
14 to the Plaintiff, or received for the Plaintiff's Use, the Money so lost
15 and paid, or converted the Goods won of the Plaintiff to the
16 Defendant's Use, whereby the Plaintiff's Action accrued to him,
17 according to the Form of this Statute, without setting forth the
18 Special Matter; and in café the Person or Persons who shall lose such
19 Money or other Thing aforesaid, shall not within the Time aforesaid,
20 really and bona fide, and without Covin or Collusion, sue, and with
21 Effect prosecute for the Money or other Thing, so by him or them
22 lost, and paid or delivered as aforesaid, it shall and may be lawful to
23 and for any Person or Persons, by such Action or Suit aforesaid, to
24 sue for and recover the same, and treble the Value thereof, with Costs
25 of Suit, against such Winner or Winners as aforesaid; the one Moiety
26 thereof to the Use of the Person or Persons that will sue for the same,
27 and the other Moiety to the use of the Poor of the Prish where the
28 Offense shall be committed.

275. Within the meaning of the Statute of Anne, and by extension Cal. Civ. Code § 22.2, Plaintiff is a "Person[]" as he lost money to FanDuel using its gambling services. FanDuel received all or part of the money Plaintiff lost to FanDuel. Plaintiff has not colluded with any other individuals in bringing this action.

276. Plaintiff and the Statute of Anne Class all lost more than "ten Pounds" during the "playing or betting in whole, the Sum Value" within "three Months" as provided within the meaning of Cal. Civ. Code § 22.2, and by extension, the Statute of Anne.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VIII. PRAYER FOR RELIEF

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

- a. Certifying the proposed Class pursuant to Rule 23, appointing Plaintiff as Class Representative, and appointing Plaintiff's counsel as Class Counsel;
- b. Declaring that Defendants are financially responsible for notifying the Class members of the pendency of this suit;
- c. Finding that Defendants have committed the violations of law alleged herein;
- d. Declaring and resolving the disputed points raised in the Third Cause of Action;
- e. Providing for any and all injunctive relief the Court deems appropriate;
- f. Awarding monetary relief, including but not limited to restitution in an amount that the Court or jury will determine, in accordance with applicable law;
- g. Providing for any and all other monetary relief the Court deems appropriate;
- h. Awarding Plaintiff his reasonable costs and expenses of suit, including attorney's fees;
- i. Awarding pre- and post-judgment interest to extent the law allows; and
- j. Providing such further relief as this Court may deem just and proper.

1 Respectfully submitted,

2
3 Dated: February 26, 2026

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

Margot P. Cutter, SBN 306789
Charlie B. Stevens, SBN 324425
CUTTER LAW P.C.
401 Watt Avenue
Sacramento, CA 95864
Telephone: 916-290-9400
E-mail: mcutter@cutterlaw.com
E-mail: cstevens@cutterlaw.com

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

Katherine M. Aizpuru, *pro hac vice* to be filed
Robert M. Devling, *pro hac vice* to be filed
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue, NW, Suite 1010
Washington DC, 20006
Telephone: 202-973-0900
E-mail: kaizpuru@tzlegal.com
E-mail: rdevling@tzlegal.com

F. Peter Silva II, SBN 348070
TYCKO & ZAVAREEI LLP
333 H Street, Suite 5000
Chula Vista, CA 91911
Telephone: 510-588-5299
E-mail: psilva@tzlegal.com

James Bilsborrow, *pro hac vice* to be filed
Michael Piggins, *pro hac vice* to be filed
WEITZ & LUXENBERG PC
700 Broadway
New York, NY 10003
Telephone: 212-344-5461
E-mail: jbilsborrow@weitzlux.com
E-mail: afreedman@weitzlux.com

Counsel for Plaintiff and the Proposed Classes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IX. DEMAND FOR TRIAL BY JURY

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

Dated: February 26, 2026

By: /s/ Wesley M. Griffith
Wesley M. Griffith, SBN 286390
ALMEIDA LAW GROUP LLC
111 W. Ocean Blvd, Suite 426
Long Beach, CA 90802
Telephone: 310-896-5813
E-mail: wes@almeidawgroup.com

Margot P. Cutter, SBN 306789
Charlie B. Stevens, SBN 324425

CUTTER LAW P.C.
401 Watt Avenue
Sacramento, CA 95864
Telephone: 916-290-9400
E-mail: mcutter@cutterlaw.com
E-mail: cstevens@cutterlaw.com

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

Katherine M. Aizpuru, *pro hac vice* to be filed
Robert M. Devling, *pro hac vice* to be filed
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue, NW, Suite 1010
Washington DC, 20006
Telephone: 202-973-0900
E-mail: kaizpuru@tzlegal.com
E-mail: rdevling@tzlegal.com

F. Peter Silva II, SBN 348070
TYCKO & ZAVAREEI LLP
333 H Street, Suite 5000
Chula Vista, CA 91911
Telephone: 510-588-5299
E-mail: psilva@tzlegal.com

James Bilsborrow, *pro hac vice* to be filed
Michael Piggins, *pro hac vice* to be filed
WEITZ & LUXENBERG PC
700 Broadway
New York, NY 10003
Telephone: 212-344-5461
E-mail: jbilsborrow@weitzlux.com
E-mail: afreedman@weitzlux.com

Counsel for Plaintiff and the Proposed Classes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28