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

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

Plaintiff,

vs.

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

Defendants.

Case No.

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

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

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

16 **III. JURISDICTION AND VENUE**

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

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

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26 _____
⁴ *Id.*

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

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

1 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c) because
 2 Plaintiff resides this District, and FanDuel’s unlawful actions, which are the subject of this action,
 3 occurred in this District, among other locations within California.

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

6 **IV. DIVISIONAL ASSIGNMENT**

7 14. Pursuant to Local Rules 3.2(c) and 3.5(b), assignment to the San Francisco and
 8 Oakland Division of this Court is proper because Plaintiff resides in San Francisco, and many of
 9 the events at issue in this lawsuit occurred in San Francisco County, which pursuant to Local Rule
 10 3-2(d) provides for assignment to this Division.

11 **V. FACTUAL ALLEGATIONS**

12 **A. California’s Longstanding Ban on Gambling.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 ⁹ CAL. PENAL CODE § 320.

28 ¹⁰ CAL. PENAL CODE § 321.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 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 December 4, 2025).

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

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

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

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

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

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

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

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

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

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

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

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

7 Opinion Request No. 23-1001.¹⁵

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

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

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

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

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>.

1 **1. Daily Fantasy Sports.**

2 **a. Traditional Daily Fantasy Sports.**

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

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

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

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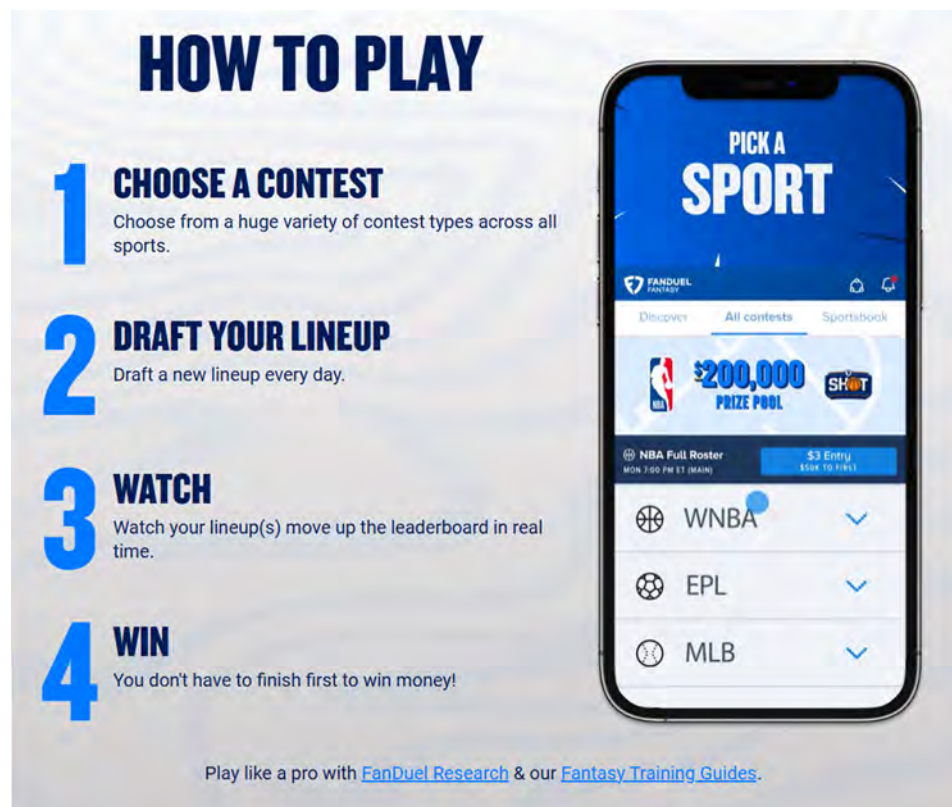
26 ¹⁷ See generally, *Daily Fantasy Sports*, Wikipedia, available online at
27 https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0 (last visited
28 December 4, 2025).

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

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

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

10 46. On the Gambling Websites, FanDuel provides the following step-by-step guidance
 11 on how to enter a FanDuel Fantasy contest, as shown in this screenshot taken in the summer of
 12 2025:²⁰



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

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

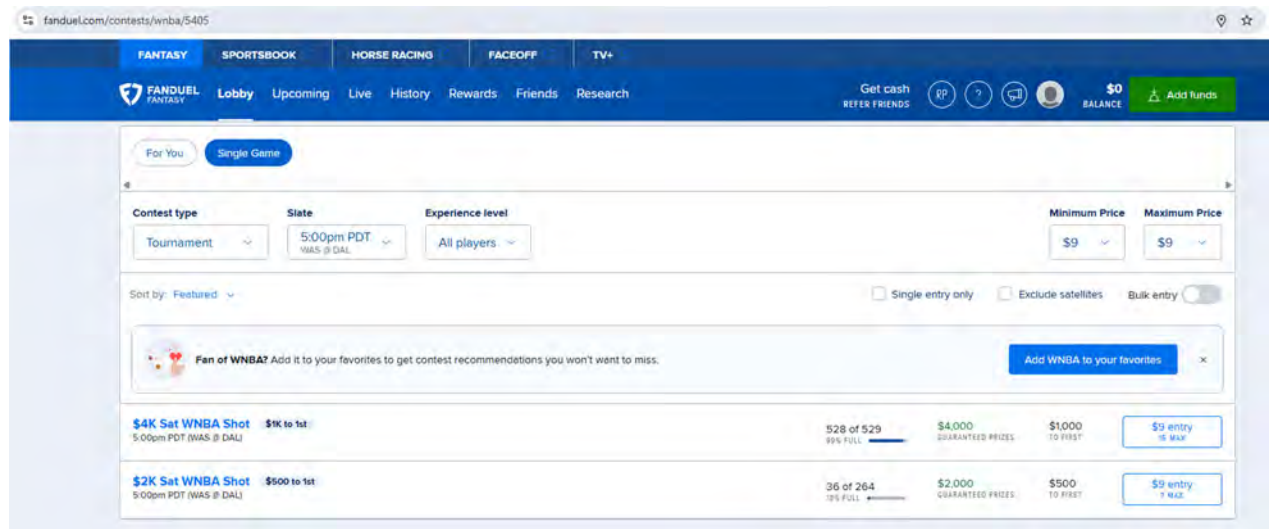
1 47. Further down on the page, FanDuel identifies a number of Fantasy betting contest
2 types, including (as shown in summer 2025):²¹



27 ²¹ FanDuel also purports to offer a “free-to-play” option. Only contests where wagers or bets are
28 actually free, it is outside the scope of Plaintiff’s claims.

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

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

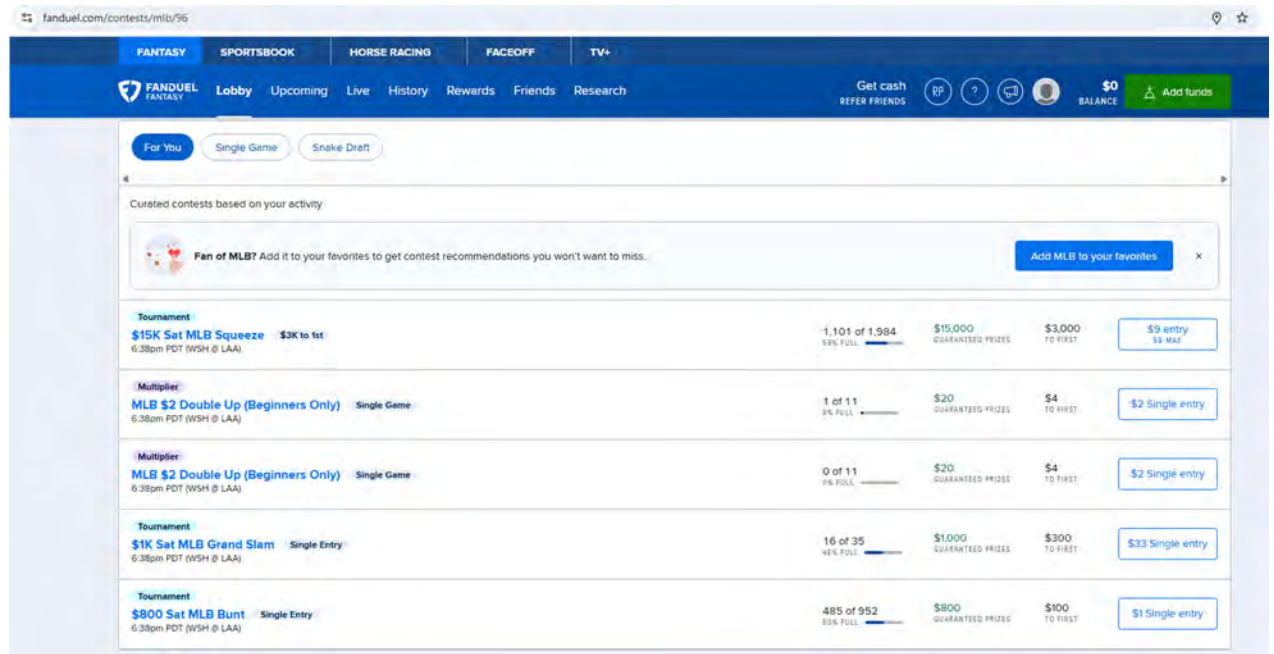


12 50. In the first example, users are presented the option to bet on WNBA players who
 13 are competing in the Washington versus Dallas basketball game. Users were required to bet at least
 14 \$9 to participate, with 529 participants expected to enter the betting pool. As a result, the total prize
 15 pool collected by FanDuel for the contest was \$4,761. Despite pooling \$4,761 in bets, FanDuel
 16 elected to only make \$4,000 of the pooled bets available to payout as winnings, taking a rake of
 17 19% of total wagers.

18 51. Similarly, in the second example, users are presented the option to bet on the same
 19 basketball game. Once again, users were required to bet at least \$9 to participate, but the expected
 20 total entry population decreased to 264 participants. As a result, the total prize pool of bets collected
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1 by FanDuel was \$2,376. Despite pooling \$2,376 in bets, FanDuel elected to only make \$2,000 of
 2 the pooled wagers available to payout as winnings, taking a rake of 18.8% of funds bet.

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



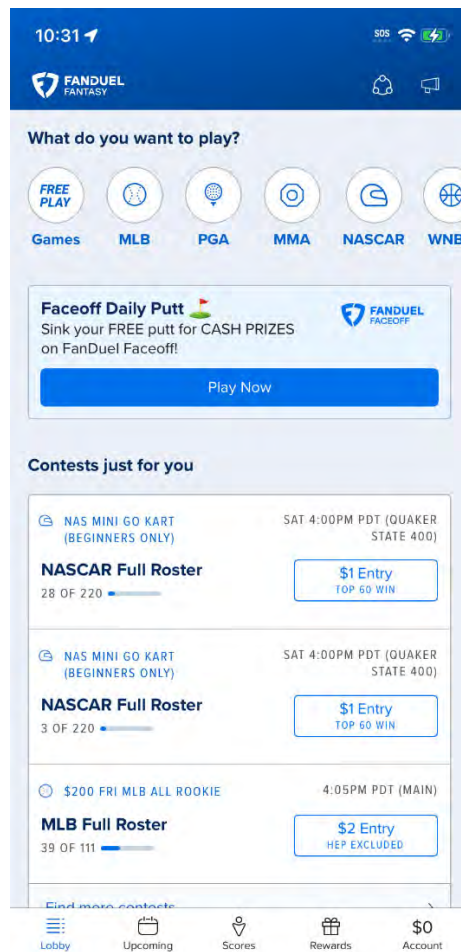
53. Looking at the fourth option down “1K Sat MLB Grand Glam” contest, the FanDuel
 16 Fantasy contest features a 6:30 PM baseball game between the Washington Nationals and the Los
 17 Angeles Angels, with the Angels playing at home in Anaheim, California. Users were required to
 18 bet at least \$33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

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



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

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

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

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

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

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

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

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

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

23 62. Fifth, unlike traditional fantasy sports, in FanDuel Fantasy, the size of the bets and
24 wagers, the number of participants, the pool sizes of bets and wagers collected, the prize pools
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27 ²² In certain limited instances, it appears that users can play against individuals they know, but on
28 information and belief, such transactions make up only a small portion of all FanDuel California-
based bets.

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

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

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

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

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

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

22 ²³ In fact, online sports betting operators are facing lawsuits across the country related to the
23 addictive nature of their online betting platforms. While those claims are not directly at issue in this
24 lawsuit, because California law 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 68. 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 Advertising**
8 **Campaign that Is Directed at California Consumers.**

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

12 70. 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 71. 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” campaign²⁸ 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 December 4, 2025)

24 ²⁶ <https://www.mediaradar.com/blog/blog/q4-2023-12-for-24-gambling> (last visited December 4,
25 2025); *see also Daily Fantasy Sports: Last Week Tonight*, available online at
<https://www.youtube.com/watch?v=Mq785nJ0FXQ> (last visited December 4, 2025) (documenting
extent of FanDuel and related companies’ advertising).

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

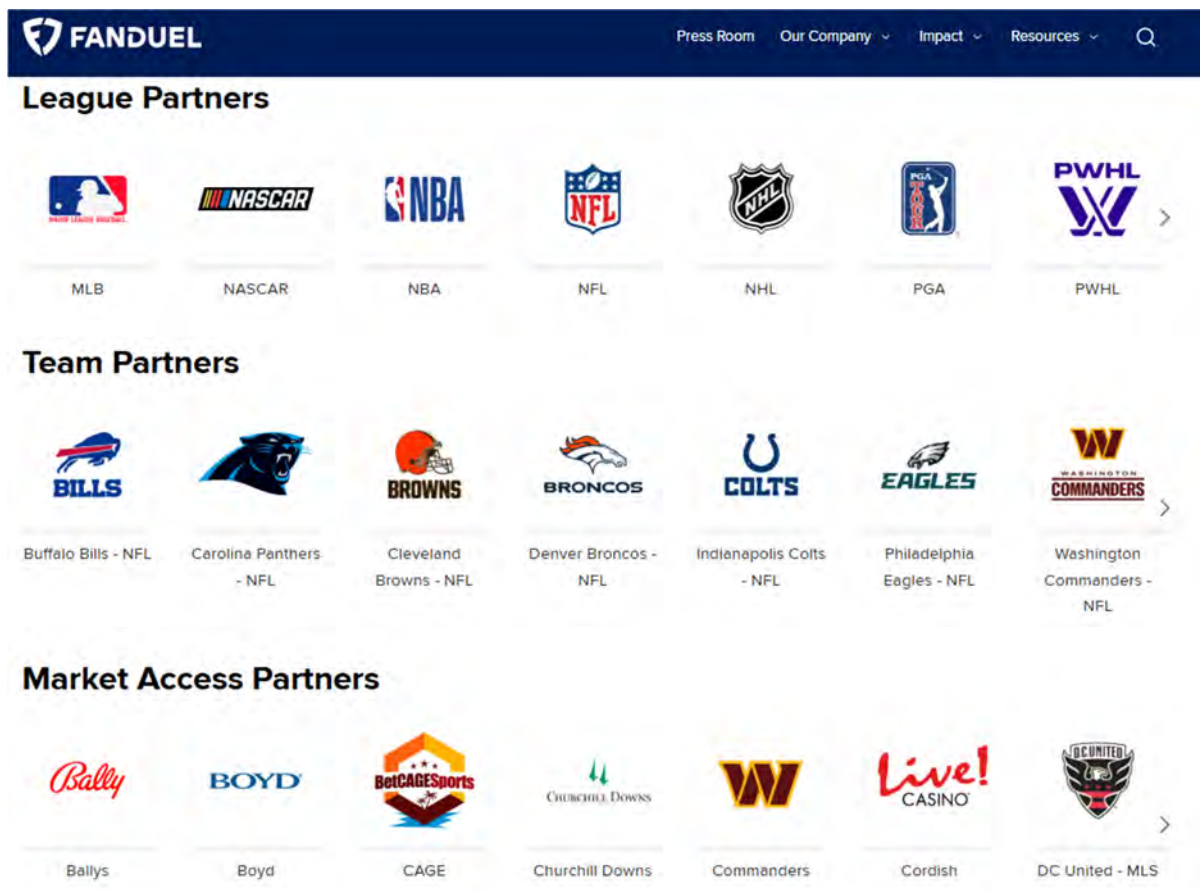
28 ²⁸ Available online at <https://www.youtube.com/watch?v=cjiPkaGdbAQ> (last visited December 4,
2025).

1 72. 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 73. 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 74. 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 75. 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



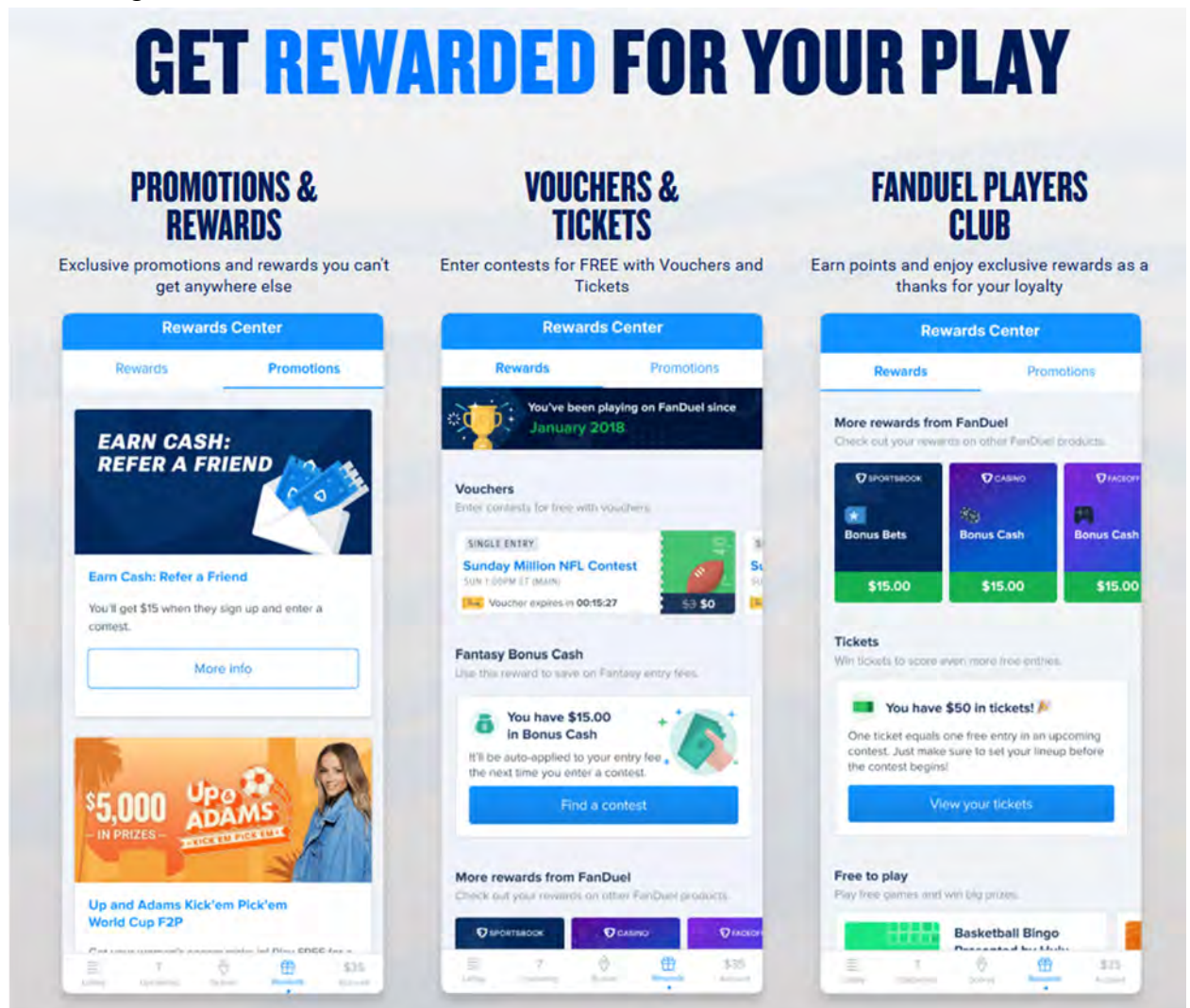
26 ²⁹ <https://www.youtube.com/watch?v=aBCEHatSaYI> (last visited December 4, 2025).

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

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

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

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



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

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

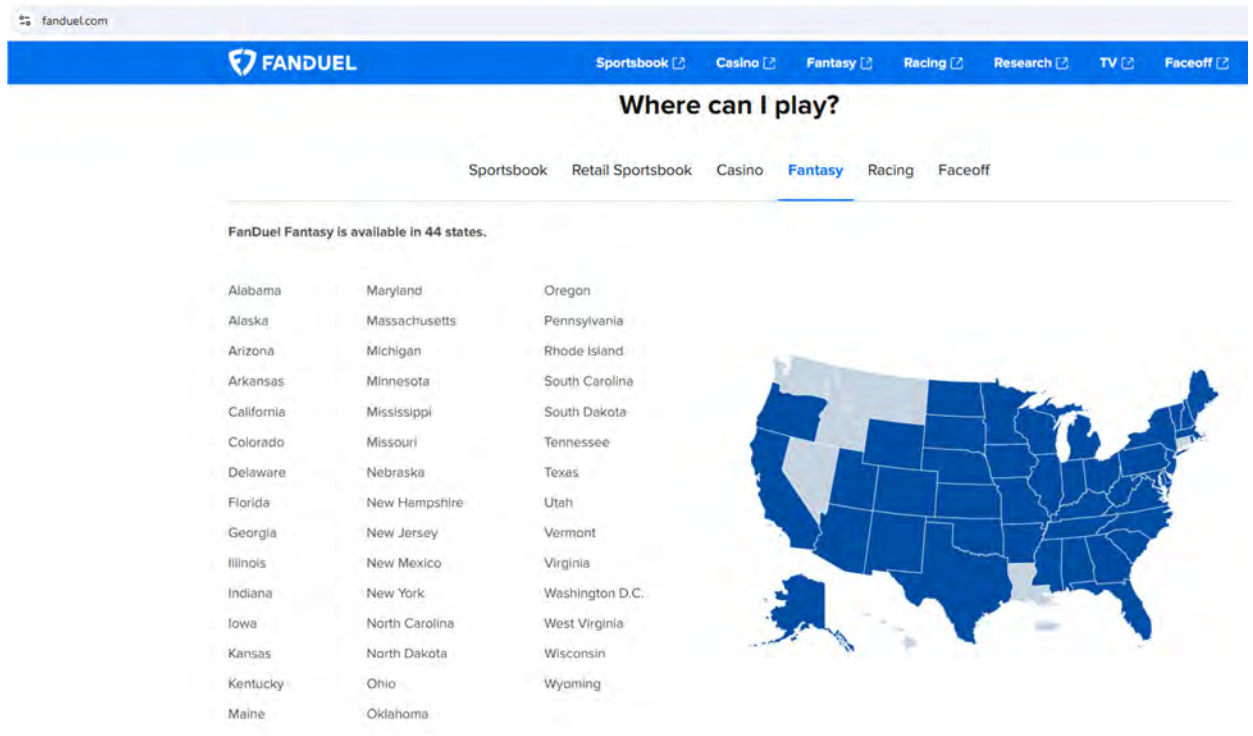
27

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

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

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

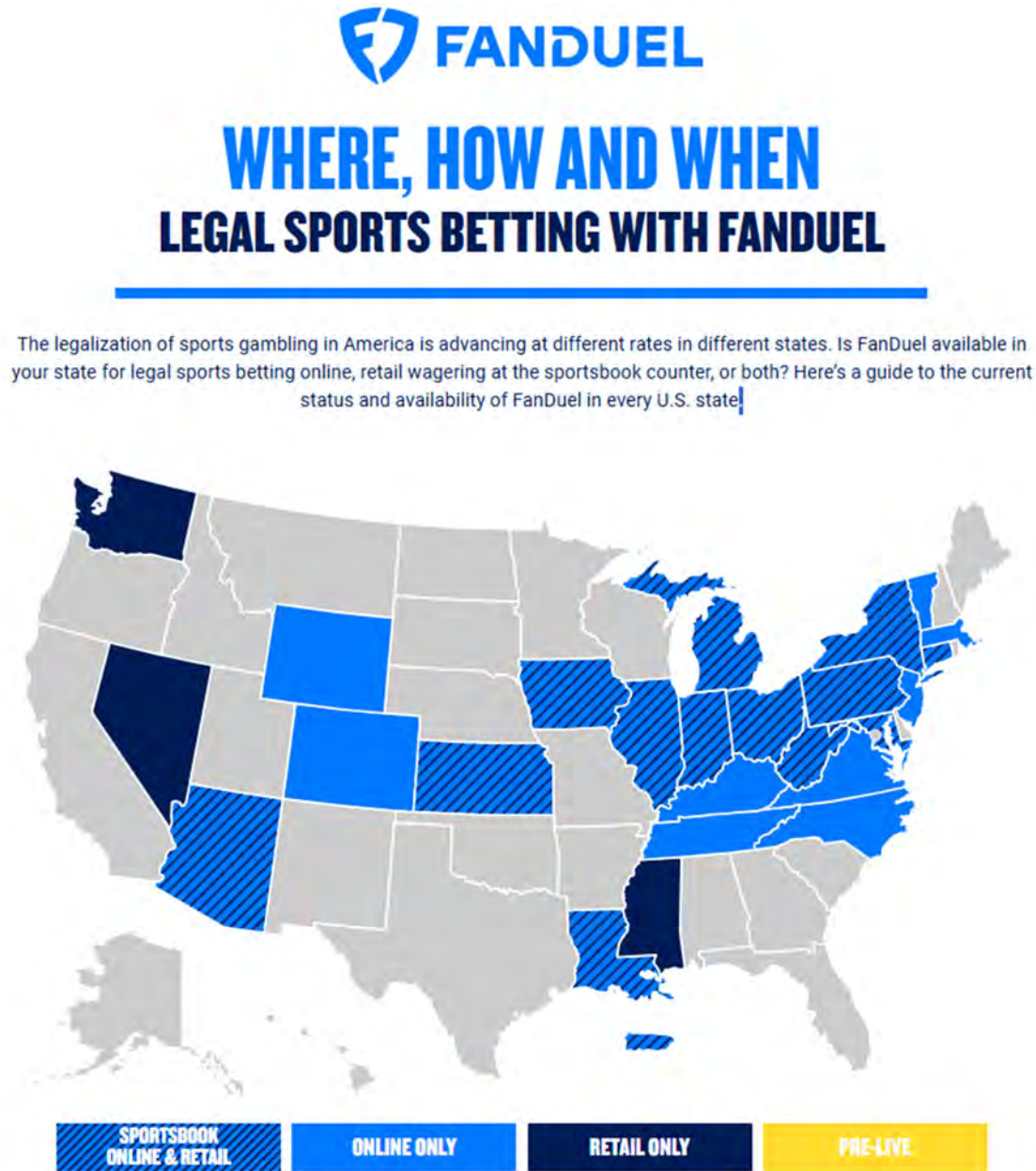
81. For example, on the main FanDuel landing page, FanDuel.com, one of the first sections a user encounters is entitled “Where can I play,” which features a map showing that FanDuel Fantasy is available in California (among many other states):



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

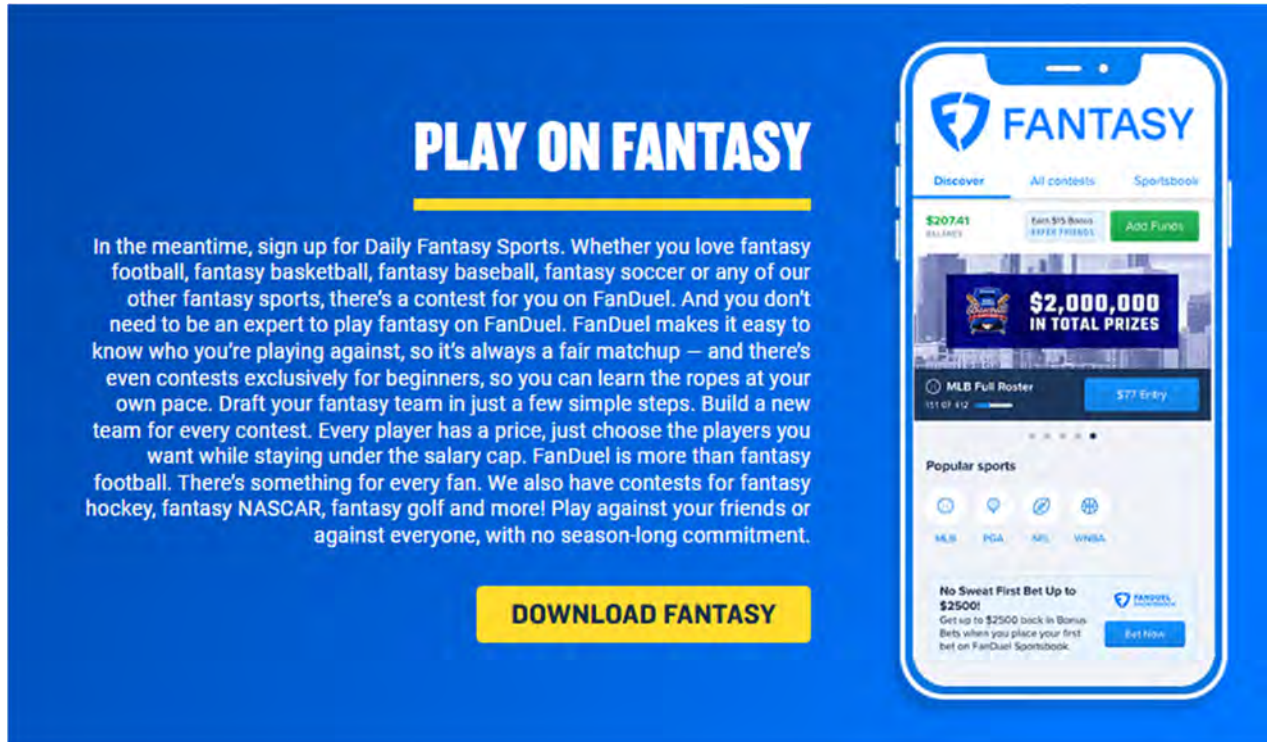
³³ <https://www.fanduel.com/legal-sports-betting-us-map> (last visited December 4, 2025).

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



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

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



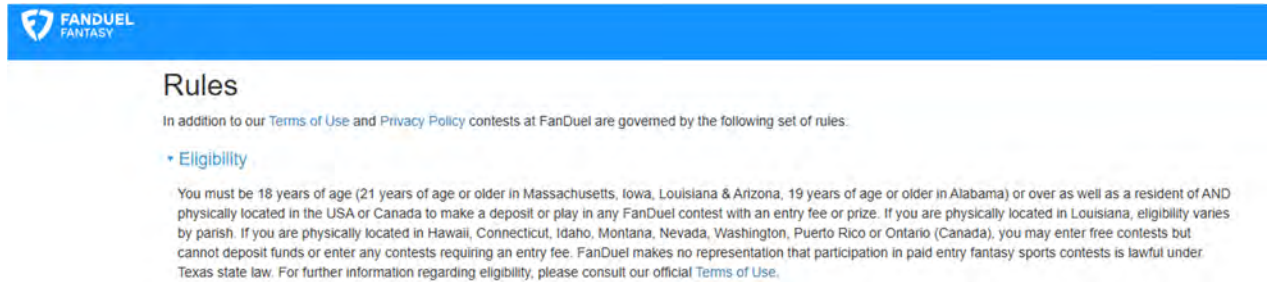
16 85. Further, if a user attempts to explore the Gambling Websites before creating an
 17 account, he is expressly blocked from seeing many webpages until location sharing information is
 18 authorized, and once an account is created, location sharing is required in order to place bets.

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

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

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

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



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

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

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

20 ///

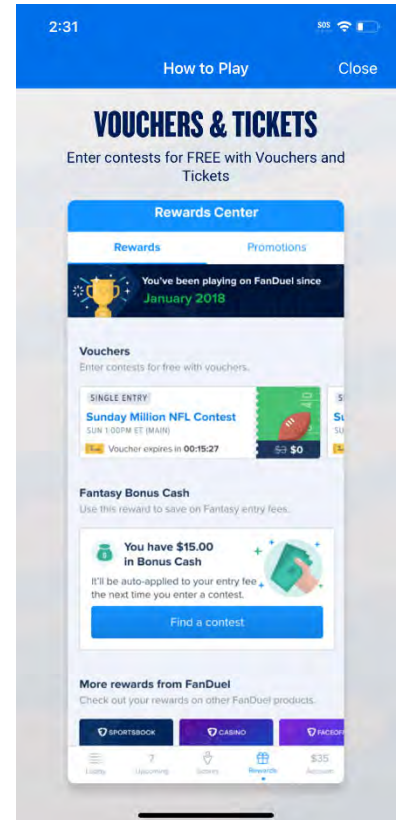
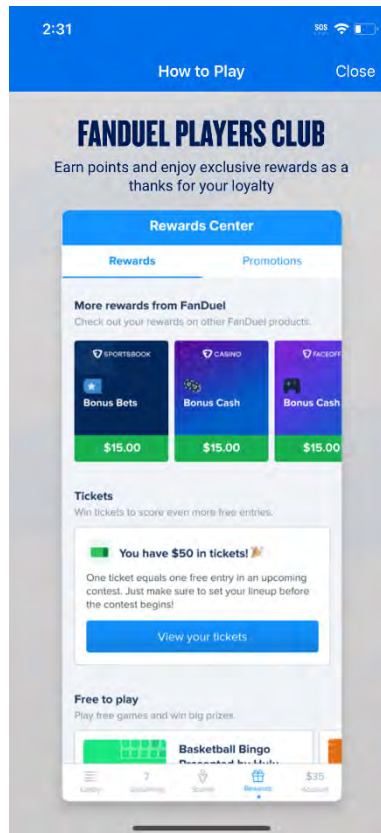
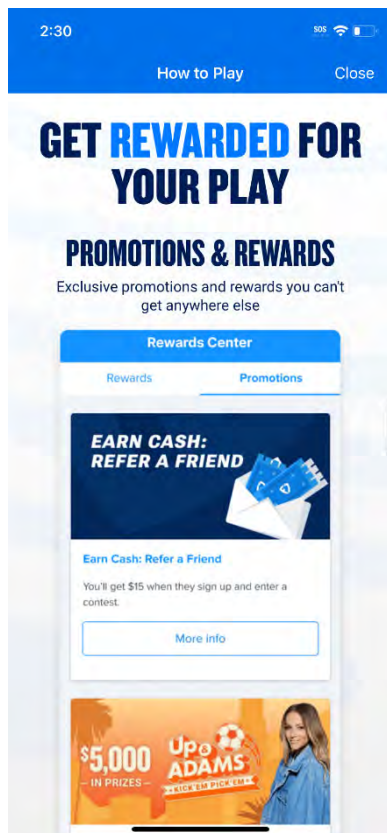
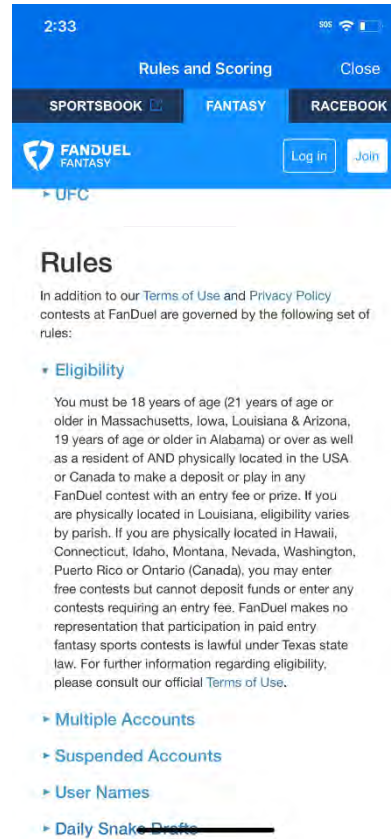
21 ///

22 ///

23
24
25
26
27 ³⁷ <https://www.fanduel.com/rules> (last visited December 4, 2025)

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

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



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

3 93. It is not.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 15.5 Exceptions

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

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

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

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

26 ³⁹ 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 ⁴⁰ Fan Duel Terms of Use Dated September 3, 2025 at ¶ 15.5, available online at
<https://www.fanduel.com/terms> (last visited December 4, 2025) (emphasis added).

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

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

7 **G. FanDuel’s Affirmative Misrepresentations Have Tolloed the Statute of Limitations.**

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

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

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

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

23 ⁴¹ In its Terms of Use, FanDuel contends that any claims against it are subject to a one-year statute
24 of limitation period. Fan Duel Terms of Use Dated September 3, 2025 at ¶ 18.3, available online at
25 <https://www.fanduel.com/terms> (last visited December 4, 2025). Plaintiff, as detailed in Section
26 V.G below, contend that all statutes of limitations periods have tolled, and alternatively, Plaintiff
27 states that the applicable statute of limitations period is four years for claims arising under
28 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.

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

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

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

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

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

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

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

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

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

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

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

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

17 VI. CLASS ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

- 1 iii. “Representing that goods or services have sponsorship, approval,
2 characteristics, ingredients, uses, benefits, or quantities that they do not have
3 or that a person has a sponsorship, approval, status, affiliation, or connection
4 that the person does not have” (a)(5);
- 5 iv. “Representing that goods or services are of a particular standard,
6 quality, or grade, or that goods are of a particular style or model, if they are
7 of another” (a)(7);
- 8 v. “Representing that a transaction confers or involves rights, remedies,
9 or obligations that it does not have or involve, or that are prohibited by law”
10 (a)(14);
- 11 vi. “Representing that the consumer will receive a rebate, discount, or
12 other economic benefit, if the earning of the benefit is contingent on an event
13 to occur subsequent to the consummation of the transaction” (a)(17); and
- 14 vii. “Inserting an unconscionable provision in the contract” (a)(19).
- 15 o. Whether FanDuel’s operation of the Gambling Websites should be enjoined
16 in California.
- 17 p. The appropriate monetary model for calculating equitable restitution and/or
18 equitable disgorgement.
- 19 q. Whether FanDuel’s affirmative misrepresentations that the Gambling
20 Websites are legal tolled any otherwise applicable statutes of limitations.
- 21 r. Whether any subset of claims held by the Class are barred by the statute of
22 limitations.
- 23 s. Whether FanDuel’s Terms of Service are valid and enforceable.
- 24 t. Whether Plaintiff and the Class can be forced to pursue their claims in small
25 claims court.

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

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

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

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

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

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VII. CAUSES OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 161. An actual, present, and justiciable controversy has arisen between Plaintiff and the
23 Class (on the one hand) and FanDuel (on the other hand) regarding whether: (1) FanDuel’s
24 operation of the Gambling Websites within California, including FanDuel Fantasy, violates
25 California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and 337j; (2) FanDuel’s contracts
26 with Plaintiff and the Class (to the extent any were formed) are void or voidable, including, without
27 limitation, pursuant to California Civil Code Section 1667; (3) the applicable statute of limitations
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1 for claims raised by Plaintiff and the Class;⁴⁶ and (4) Plaintiff and the Class are required to pursue
2 their claims in small claims court.

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

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

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

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

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

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

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

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

6 **VIII. PRAYER FOR RELIEF**

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

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

1 Respectfully submitted,

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3 Dated: December 5, 2025

By: */s/ Margot Cutter*
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28 *Counsel for Plaintiff and the Proposed Class*

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IX. DEMAND FOR TRIAL BY JURY

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

Dated: December 5, 2025

By: /s/ Margot Cutter
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Counsel for Plaintiff and the Proposed Class

EXHIBIT A

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DECLARATION REGARDING VENUE

I, Gilbert Criswell, declare as follows:

1. I am a plaintiff in *Beltran v. FanDuel Inc., et al.*, and make this declaration based on my personal knowledge. I could and would testify competently to the statements contained herein if called upon to do so.

2. I am a resident of San Francisco County and have used FanDuel’s gambling products and services while in San Francisco County, California.

3. FanDuel regularly conducts business in San Francisco County, including by advertising and operating its online and app-based gambling products and services, including the taking of gambling bets and wagers from California-based customers.

I declare under penalty of perjury that the foregoing is true and accurate. Executed on August 27, 2025, in San Francisco County.

Gilbert Criswell
Gilbert Criswell