

1 DANIEL L. WARSHAW (Bar No. 185365)  
dwarshaw@pswlaw.com  
2 **PEARSON, SIMON & WARSHAW, LLP**  
15165 Ventura Boulevard, Suite 400  
3 Sherman Oaks, California 91403  
4 Telephone: (818) 788-8300  
Facsimile: (818) 788-8104

5  
6 HASSAN A. ZAVAREEI (Bar No. 181547)  
hzavareei@tzlegal.com  
7 **TYCKO & ZAVAREEI LLP**  
1828 L Street NW, Suite 1000  
8 Washington, D.C. 20036  
Telephone: (202) 973-0900  
9 Facsimile: (202) 973-0950

10 *Attorneys for Plaintiff and the Proposed Class*  
11 *[Additional counsel appears on signature page]*

12  
13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 JOHN SPARKS, individually and on behalf  
of all others similarly situated,  
16  
Plaintiff,  
17  
v.  
18 GOOGLE, LLC and GOOGLE  
PAYMENT CORP.,  
19  
Defendants.  
20

CASE NO.  
**CLASS ACTION COMPLAINT**  
**DEMAND FOR JURY TRIAL**

21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff John Sparks (“Plaintiff”), individually and on behalf of all other persons similarly  
2 situated, and through his attorneys of record, alleges the following against Defendants Google, LLC  
3 (“Google LLC”) and Google Payment Corp. (“GPC”) (together, “Google” or “Defendants”), based  
4 upon personal knowledge with respect to himself, on information and belief derived from  
5 investigation of counsel, and review of public documents as to all other matters.

6 **INTRODUCTION**

7 1. This is a class action arising from Google’s profiting from illegal gambling games  
8 developed by Zynga, Inc. (“Zynga”) and offered, sold, and distributed by Google through its Google  
9 Play Store (“Google Play”) for consumers to download and play. Google offers, sells, and  
10 distributes casino-style slot machines, casino-style table games, and other common gambling games  
11 to consumers through Google Play, which, for the reasons set forth herein, constitutes illegal  
12 gambling pursuant to the law of various states.

13 **PARTIES**

14 2. Plaintiff is an adult citizen and resident of the state of Tennessee.

15 3. Google LLC is a Delaware limited liability company with its principal place of  
16 business in Mountain View, California. Google LLC is the primary operating subsidiary of the  
17 publicly traded holding company, Alphabet Inc.

18 4. GPC is a Delaware corporation with its principal place of business in Mountain  
19 View, California. GPC provides in-app payment processing services to Android app developers and  
20 consumers through Google Play. Google requires app developers who distribute their apps on  
21 Google Play to use its billing system if they offer in-app purchases of digital goods, and to pay a  
22 service fee from a percentage of the purchase, as explained in detail below.<sup>1</sup>

23 **JURISDICTION AND VENUE**

24 5. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act  
25 of 2005 (“CAFA”), 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum of \$5,000,000  
26

27 <sup>1</sup> See <https://android-developers.googleblog.com/2020/09/listening-to-developer-feedback-to.html>  
28 (last visited March 2, 2021).

1 exclusive of interest and costs, there are more than 100 putative class members, and minimal  
2 diversity exists because putative class members are citizens of a different state than Defendants.

3 6. This Court has personal jurisdiction over Defendants Google LLC and GPC because  
4 they are authorized to and regularly conduct business in California and their principal place of  
5 business is in California.

6 7. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because Defendants  
7 Google LLC and GPC reside in this District and a substantial part of the events or omissions giving  
8 rise to Plaintiff’s claims occurred in this District.

9 **FACTUAL ALLEGATIONS**

10 8. Google is an American multinational technology company that specializes in  
11 Internet-related services and products, which include online advertising technologies, a search  
12 engine, cloud computing, software, and hardware. It is considered one of the Big Five companies  
13 in the U.S. information technology industry, alongside Amazon, Facebook, Apple, and Microsoft.<sup>2</sup>  
14 As per its 2019 Annual Report, Google generates most of its revenues from advertising. This  
15 includes sales of apps, in-app purchases, digital content products, and hardware; and licensing and  
16 service fees.<sup>3</sup>

17 9. Google operates Google Play, which is a digital distribution service that serves as the  
18 official app store for certified devices running on the Android operating system (“Android”),  
19 allowing consumers to browse and download applications developed with the Android software  
20 development kit and published through Google (“Apps”), among other things.<sup>4</sup>

21 10. Google Play presents consumers with personalized collections of Apps and games,  
22 based on criteria such as the user’s past activity, actions they are trying to complete, location, and  
23 major events. These collections are curated automatically as well as by the Google Play editorial  
24 team.<sup>5</sup>

25  
26 <sup>2</sup> See <https://en.wikipedia.org/wiki/Google> (last visited January 28, 2021).

27 <sup>3</sup> See <https://www.sec.gov/Archives/edgar/data/1652044/000165204419000004/goog10-kq42018.htm> (last visited January 28, 2021).

28 <sup>4</sup> See [https://en.wikipedia.org/wiki/Google\\_Play](https://en.wikipedia.org/wiki/Google_Play) (last visited January 28, 2021).

<sup>5</sup> See <https://developer.android.com/distribute/google-play> (last visited January 28, 2021).

1 11. By 2017, Google Play featured more than 3.5 million Apps. Google subsequently  
2 purged many Apps from Google Play, but the number of Apps has risen back to over 3 million.<sup>6</sup>

3 12. Apps are available through Google Play either free of charge or at a cost. They can  
4 be downloaded directly on an Android device through the proprietary Google Play mobile app or  
5 by deploying the App to a device from the Google Play website.<sup>7</sup>

6 13. Certain Apps are initially free to download (*i.e.*, “free-to-play”), but offer additional  
7 content or services for sale within the App, otherwise known as “in-app purchases,” that consumers  
8 can purchase while using the App.<sup>8</sup>

9 14. Android consumers who want to purchase an App or make in-app purchases through  
10 Google Play must pay money directly to Google (through GPC), which provides the payment  
11 interface.<sup>9</sup> Google consumers must register a valid method of payment to make payments to GPC  
12 for any purchases made through Google Play (including in-app purchases).<sup>10</sup>

13 15. Likewise, Google mandates that App developers who distribute their Apps on  
14 Google Play must use Google Play’s billing system as the method of payment if they offer in-app  
15 purchases of digital goods, and to pay a service fee from a percentage of the purchase.<sup>11</sup> Google is  
16 contractually obligated to these App developers to facilitate a transaction between the developers  
17 and end users, for which it earns a commission.<sup>12</sup> Specifically, Google retains a service fee from  
18 sales of Apps and in-app purchases offered through Google Play equivalent to 30% of the payment.  
19 The developer, here, Zynga, receives 70% of the payment.<sup>13</sup>

20  
21 <sup>6</sup> See [https://en.wikipedia.org/wiki/Google\\_Play](https://en.wikipedia.org/wiki/Google_Play) (last visited January 28, 2021).

22 <sup>7</sup> *Id.*

23 <sup>8</sup> See <https://support.google.com/googleplay/answer/1061913?hl=en> (last visited January 28,  
2021).

24 <sup>9</sup> See <https://play.google.com/about/play-terms/index.html> (last visited January 28, 2021).

25 <sup>10</sup> See [https://payments.google.com/payments/apis-  
secure/get\\_legal\\_document?ldo=0&ldt=buyertos&ldr=us](https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=buyertos&ldr=us) (last visited January 28, 2021).

26 <sup>11</sup> See <https://android-developers.googleblog.com/2020/09/listening-to-developer-feedback-to.html>  
(last visited January 28, 2021); [https://support.google.com/googleplay/android-  
developer/answer/9858738?hl=en](https://support.google.com/googleplay/android-developer/answer/9858738?hl=en) (last visited January 28, 2021).

27 <sup>12</sup> See [https://www.sec.gov/Archives/edgar/data/1652044/000165204419000004/goog10-  
kq42018.htm](https://www.sec.gov/Archives/edgar/data/1652044/000165204419000004/goog10-kq42018.htm) (last visited January 28, 2021).

28 <sup>13</sup> See <https://support.google.com/googleplay/android-developer/answer/112622?hl=en> (last  
visited January 28, 2021).

1           16.     The Apps referenced herein could not be downloaded by Google consumers, and  
2 Google consumers would not be able to make in-app purchases in these Apps, without Google’s  
3 offering and distributing of the Apps (and selling of coins through in-app purchases) through Google  
4 Play.

5           17.     Google also provides marketing guidance, tools, promotional offers, and more to  
6 help drive discovery of Apps and in-app purchases.<sup>14</sup> For example, Google offers App Campaigns  
7 to promote Apps through Google Play and ensure that developers’ Apps are shown to consumers  
8 who are most likely to drive the Apps’ business by optimizing installations and engagement.<sup>15</sup>

9           18.     In fact, Google even advises developers that it may “run promotional activities  
10 offering coupons, credits, and/or other promotional incentives for paid transactions and/or user  
11 actions for Your Products and in-app transactions solely in connection with Google Play promotions  
12 and, for gift card promotions, also on Google authorized third-party channels.”<sup>16</sup> Notably, these  
13 promotional activities, which are aimed at increasing in-app purchases and increase Google’s  
14 profits, are provided by Google to developers free of charge.<sup>17</sup>

15           19.     Google and Zynga are both responsible for the creation or development of the Apps  
16 at issue here. Google reassures its developers that they will work together as a team: “Your  
17 innovation is what drives our shared success, but with it comes responsibility. These Developer  
18 Program Policies, along with the Developer Distribution Agreement, ensure that together we  
19 continue to deliver the world’s most innovative and trusted apps to over a billion people through  
20 Google Play....”<sup>18</sup>

21                           **Casino-Style Apps Offered Through Google Play**

22           20.     Google permits and facilitates illegal gambling by operating as an unlicensed casino.  
23  
24

---

25 <sup>14</sup> See <https://ads.google.com/home/campaigns/app-ads/> (last accessed February 10, 2021).

26 <sup>15</sup> See *id.*

27 <sup>16</sup> See <https://play.google.com/about/developer-distribution-agreement.html> (last visited February 10, 2021).

28 <sup>17</sup> See *id.*

<sup>18</sup> See <https://support.google.com/googleplay/android-developer/topic/9858052?hl=en> (last visited February 10, 2021).

1           21.       Google sells, offers, and distributes several free-to-play casino-style games (*i.e.*, slot  
2 machines and casino-style table games) developed by Zynga through Google Play (“Zynga Casino  
3 Apps”) for consumers to download and play, including, but not limited to, 101 YüzBir Okey Plus,  
4 Bid Whist Plus, Black Diamond Casino Slots, Game of Thrones Slots Casino, Gin Rummy Plus,  
5 Hit it Rich! Slots, Okey Plus, Solitaire, Spades Plus, Willy Wonka Slots, Wizard of Oz Slots, Zero21  
6 Solitaire, and Zynga Poker.

7           22.       When a consumer downloads and initially opens a Zynga Casino App, the consumer  
8 is given free “coins” or “chips” to start with, *i.e.*, 100,000 or 1,000,000, to play the game. The Zynga  
9 Casino Apps work essentially like a casino slot machine or other Las Vegas-style games like  
10 blackjack, roulette, poker, keno, bingo, and other card and gambling games. A loss results in a loss  
11 of coins or chips, but the consumer has an opportunity to win additional coins or chips. Ultimately,  
12 the consumer will run out of coins or chips and will be prompted to use real money to purchase  
13 additional coins or chips for the chance to continue playing the game.

14           23.       Consumers do not have the ability to collect actual cash as a result of “winning”  
15 games, but they do have the ability to win and therefore acquire more playing time.

16           24.       Paying money in a game for a chance to win more playing time violates the anti-  
17 gambling laws of the twenty-five states that are at issue in this case. *See* Ala. Code § 13A-12-20  
18 (Alabama); Ark. Code Ann. § 16-118-103 (Arkansas); Conn. Gen. Stat. § 53-278a (Connecticut);  
19 OCGA § 16-12-20 (Georgia); 720 ILCS 5/28-1 (Illinois); IC §35-45-5-1 (Indiana); KRS 528.101  
20 (Kansas); Mass. Gen. Laws ch. 137, § 1 (Massachusetts); MN ST § 609.75 (Minnesota); MS ST §  
21 87-1-5 (Mississippi); Mo. Rev. Stat. § 572.010 (Missouri); MT Code § 23-5-112(14) (Montana);  
22 N.H. Rev. Stat. § 647.2 (New Hampshire); N.J. Stat. § 2C:37-1 (New Jersey); N.M. Stat. § 30-19-1  
23 (New Mexico); N.Y. Penal L. 225.00 (New York); Ohio Rev. Code § 2915.01 (Ohio); Or. Rev. Stat.  
24 § 167.117 (Oregon); S.C. Code § 32-1-10 (South Carolina); S.D. Codified Laws § 22-25A (South  
25 Dakota); Tenn. Code § 39-17-501 (Tennessee); 13 V.S.A. § 2141 (Vermont); Va. Code § 18.2-325  
26 (Virginia); Wash. Rev. Code § 9.46.010 (Washington); W. Va. Code §61-10-5 (West Virginia).

27 ///

28 ///

1           25.     In 2019, people in the United States lost approximately \$3.5 billion playing “free-to-  
2 play” Apps like the Zynga Casino Apps.<sup>19</sup> Despite the fact that these Zynga Casino Apps do not  
3 offer an opportunity to win real money or prizes, the money spent by consumers to purchase  
4 additional coins or chips to continue playing the Apps can lead to devastating consequences for  
5 those who get addicted.<sup>20</sup>

6           26.     A study analyzing “free-to-play” casino-style Apps stated:

7           [Researchers] found that [free-to-play] casino gamers share many similar  
8 sociodemographic characteristics (e.g., employment, education, income) with online  
9 gamblers. Given these similarities, it is perhaps not surprising that a strong predictor  
10 of online gambling is engagement in [free-to-play] casino games. Putting a dark line  
11 under these findings, over half (58.3%) of disordered gamblers who were seeking  
12 treatment stated that social casino games were their first experiences with gambling.

11           ...

12           According to [another study], the purchase of virtual credits or virtual items makes  
13 the activity of [free-to-play] casino gaming more similar to gambling. Thus, micro-  
14 transactions<sup>21</sup> may be a crucial predictor in the migration to online gambling, as these  
15 players have now crossed a line by paying to engage in these activities. Although,  
16 [sic] only 1–5% of [free-to-play] casino gamers make micro-transactions, those who  
17 purchase virtual credits spend an average of \$78. Despite the limited numbers of  
18 social casino gamers purchasing virtual credits, revenues from micro-transactions  
19 account for 60% of all [free-to-play] casino gaming revenue. Thus, a significant  
20 amount of revenue is based on players’ desire to purchase virtual credits above and  
21 beyond what is provided to the player in seed credits.<sup>22</sup>

21           <sup>19</sup> See <https://www.king5.com/article/life/wellness/social-casino-free-to-play-gambling-addiction-help/281-e79beef2-9ca6-4d9d-9e92-b99042f1d1cc> (last accessed January 28, 2021) (hereinafter, “King5”).

22           <sup>20</sup> *Id.*

23           <sup>21</sup> “Microtransactions, often abbreviated as MTX, are a business model where users can purchase  
24 virtual goods with micropayments. Microtransactions are often used in free-to-play games to  
25 provide a revenue source for the developers.” See <https://en.wikipedia.org/wiki/Microtransaction>  
(last visited February 9, 2021).

26           <sup>22</sup> Hyoun S. Kim, Michael J. A. Wohl, *et al.*, *Do Social Casino Gamers Migrate to Online*  
27 *Gambling? An Assessment of Migration Rate and Potential Predictors*, Journal of gambling  
28 studies / co-sponsored by the National Council on Problem Gambling and Institute for the Study  
of Gambling and Commercial Gaming (Nov. 14, 2014), available at  
<http://link.springer.com/content/pdf/10.1007%2Fs10899-014-9511-0.pdf> (citations omitted).

1           27.     Most of the revenue earned from these casino-style Apps (*i.e.*, 80-90%) is made from  
2 a small portion (*i.e.*, about 3%) of their players, who are specifically targeted because of the large  
3 amounts they will spend.<sup>23</sup>

4           28.     Nate Halverson, a journalist with Reveal from the Center for Investigative Reporting  
5 said:

6           They're using artificial intelligence to target those specific players who, like [a  
7 woman] I reported on will spend \$400,000. She didn't have \$400,000.

8           In a regular casino, they would have seen that she didn't have the income to be  
9 spending \$400k. Further, she asked them nearly a dozen times to cut her off, told  
10 them she had a problem, that she couldn't stop spending. And what did they do? They  
11 just gave her free chips and encouraged her to keep spending. That wouldn't happen  
12 in a real casino. This is a wild west; this is a lawless land.<sup>24</sup>

13           29.     Governments across the world have acted to limit the availability of micro-  
14 transaction-based games of chance (like the Zynga Casino Apps) due to their similarity to games of  
15 chance found in actual casinos.<sup>25</sup> Regrettably, such games have avoided regulation in the United  
16 States, resulting in thousands of consumers spending millions of dollars to become addicted to these  
17 unlawful games that they downloaded from Google Play, while Google earns a substantial profit.

18           30.     Since Google is responsible, in part, for the creation or development of the Zynga  
19 Casino Apps and provides the *sole* means by which Zynga can offer, distribute, and sell their Zynga  
20 Casino Apps to Google consumers (*i.e.*, through Google Play), Google functions as an information  
21 content provider for the subject Zynga Casino Apps.

22           31.     Accordingly, Google actively enables, permits, promotes, and profits from illegal  
23 gambling.

---

24 <sup>23</sup> King5, *supra* note 19.

25 <sup>24</sup> *Id.*

26 <sup>25</sup> In late August 2014, South Korea began regulating “social gambling” games, including games  
27 similar to the Zynga Casino Apps, by “ban[ning] all financial transactions directed” to the games.  
28 PokerNews.com, *Korea Shuts Down All Facebook Games In Attempt To Regulate Social  
Gambling* | PokerNews, <https://www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm> (last visited Feb. 11, 2019). Similarly, “the Maltese Lotteries and Gambling  
Authority (LGA) invited the national Parliament to regulate all digital games with prizes by the  
end of 2014.” *Id.*



**The History of Civil Remedy Statutes for Recovery of Gambling Losses**

32. Purportedly, “[i]n the seventeenth and eighteenth centur[ies], gambling among the British gentry was rampant.”<sup>26</sup> Problems were created for England’s land-based aristocracy because of large transfers of wealth or property related to gambling. This problem apparently led the English in 1710 to adopt “[a]n Act for the better preventing of excessive and deceitful gaming,” 9 Anne, ch. 14 (1710), which is known as the *Statute of Anne* (named after Britain’s then reigning Queen).<sup>27</sup>

33. “England’s *Statute of Anne*...provided for a recovery action by the losing gambler, or any other person on the gambler’s behalf, for gambling debts already paid.”<sup>28</sup> It stated, in pertinent part, that:

[A]ny Person . . . who shall . . . by playing at Cards, Dice, Tables, or other Game or Games whatsoever, or by betting on the Sides or Hands of such as do play any of the Games aforesaid, lose to any . . . Person . . . so playing or betting in the whole, the Sum or Value of ten Pounds, and shall pay or deliver the same or any Part thereof, the Person . . . losing and paying or delivering the same, shall be at Liberty within three Months then next, to sue for and recover the Money or Goods so lost, and paid or delivered or any Part thereof, from the respective Winner . . . thereof, with Costs of Suit, by Action of Debt . . . .<sup>29</sup>

34. The twenty-five states at issue here – Alabama, Arkansas, Connecticut, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oregon, South Carolina, South Dakota, Tennessee, Vermont, Virginia, Washington, and West Virginia – have enacted civil remedy statutes designed to curtail excessive gambling losses based on legal principals adopted from the *Statute of Anne*.

<sup>26</sup> Ronald J. Rychlak, *The Introduction of Casino Gambling: Public Policy and the Law*, 64 Miss. L.J. 291, 296 n.32 (1995).

<sup>27</sup> State of Tennessee Office of the Attorney General, *Applicability of Statute of Anne Provisions Regarding Gambling*, Opinion No. 04-046 (March 18, 2004), available at <https://www.tn.gov/content/dam/tn/attorneygeneral/documents/ops/2004/op04-046.pdf> (last visited January 28, 2021).

<sup>28</sup> Joseph Kelly, *Caught in the Intersection Between Public Policy and Practicality: A Survey of the Legal Treatment of Gambling-Related Obligations in the United States*, 5 Chap. L. Rev. 87 (2002).

<sup>29</sup> An Act for the Better Preventing of Excessive and Deceitful Gaming, 1710, 9 Ann. c. 14, § 2 (Eng.).

1 35. These states have similar statutes that prohibit profiting from unlawful gambling  
2 activity and provide a statutory civil cause of action to recover money paid and lost due to gambling:  
3 Ala. Code § 8-1-150; Ark. Code Ann. § 16-118-103; Conn. Gen. Stat. § 52-554; OCGA § 13-8-3;  
4 720 ILCS 5/28-8; IC 34-16-1-2; KRS 372.020; Mass. Gen. Laws ch. 137, § 1; MN ST § 541.20;  
5 MS ST § 87-1-5; Mo. Rev. Stat. § 434.030; MT Code § 23-5-131; N.H. Rev. Stat. § 338:3; N.J. Stat.  
6 § 2A:40-5; N.M. Stat. § 44-5-1; N.Y. Gen. Oblig. Law §§ 5-419, 5-421; Ohio Rev. Code § 3763.02;  
7 Or. Rev. Stat. § 30.740; S.C. Code § 32-1-10; S.D. Codified Laws § 21-6-1; Tenn. Code § 28-3-  
8 106; 9 V.S.A. § 3981; Va. Code § 11-15; Wash. Rev. Code § 4.24.070; and W. Va. Code § 55-9-3  
9 (“Civil Remedy Statutes for Recovery of Gambling Losses”).

10 **Facts Specific to Plaintiff**

11 36. In or about February 2017, Plaintiff downloaded a Zynga Casino App, Willy Wonka  
12 Slots, on his Android device from Google Play. Plaintiff initially played Willy Wonka Slots for  
13 free, but eventually purchased coins through in-app purchases (paid directly to Google) so he could  
14 continue playing. Plaintiff purchased coins in various increments on multiple occasions. In the  
15 three (3) months prior to the filing of this Complaint, Plaintiff paid approximately \$160.00 in coin  
16 purchases to Google to continue playing Willy Wonka Slots.

17 37. Accordingly, Plaintiff, on behalf of himself and all others similarly situated, seeks to  
18 recover money paid and lost due to gambling on the Zynga Casino Apps pursuant to state law, as  
19 set forth herein.

20 **CLASS ACTION ALLEGATIONS**

21 38. Pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of  
22 Civil Procedure, Plaintiff brings this action on behalf of himself and the following Multistate Class  
23 and State Classes (collectively “Class”):

24 **Multistate Class:**

25 All persons who paid money to Google for coins to wager on the Zynga Casino Apps  
26 and reside in Alabama, Arkansas, Connecticut, Georgia, Illinois, Indiana, Kentucky,  
27 Massachusetts, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New  
Tennessee, Vermont, Virginia, Washington, and West Virginia.

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

**Alabama State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Alabama.

**Arkansas State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Arkansas.

**Connecticut State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Connecticut.

**Georgia State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Georgia.

**Illinois State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Illinois.

**Indiana State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Indiana.

**Kentucky State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Kentucky.

**Massachusetts State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Massachusetts.

**Minnesota State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Minnesota.

**Mississippi State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Mississippi.

///  
///

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

**Montana State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Montana.

**New Hampshire State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in New Hampshire.

**New Jersey State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in New Jersey.

**New Mexico State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in New Mexico.

**New York State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in New York.

**Ohio State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Ohio.

**Oregon State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Oregon.

**South Carolina State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in South Carolina.

**South Dakota State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in South Dakota.

**Tennessee State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps and reside in Tennessee.

**Vermont State Class:**

All persons who paid money to Google for coins to wager on the Zynga Casino Apps

1 and reside in Vermont.

2 **Virginia State Class:**

3 All persons who paid money to Google for coins to wager on the Zynga Casino Apps  
4 and reside in Virginia.

5 **Washington State Class:**

6 All persons who paid money to Google for coins to wager on the Zynga Casino Apps  
7 and reside in Washington.

8 **West Virginia State Class:**

9 All persons who paid money to Google for coins to wager on the Zynga Casino Apps  
10 and reside in West Virginia.

11 39. Excluded from the Class are Zynga and its officers, directors, legal representatives,  
12 successors, subsidiaries, and assigns; Google itself, any entity in which Google has controlling  
13 interests, and Google's officers, directors, legal representatives, successors, subsidiaries, and  
14 assigns; and any judicial officer presiding over this matter, members of their immediate family,  
15 members of their judicial staff, and any judge sitting in the presiding court system who may hear an  
16 appeal of any judgment entered.

17 40. Certification of Plaintiff's claims for classwide treatment is appropriate because  
18 Plaintiff can prove the elements of his claims on a classwide basis using the same evidence as would  
19 be used to prove those elements in individual actions asserting the same claims.

20 41. This action has been brought and may be properly maintained on behalf of the  
21 Multistate and/or State Classes proposed herein under Rule 23 of the Federal Rule of Civil Procedure  
22 and satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority  
23 requirements of its provisions.

24 42. Plaintiff reserves the right to amend the Multistate and State Class definitions based  
25 on information learned through discovery.

26 43. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Consistent with Rule 23(a)(1), the members  
27 of the Class are so numerous and geographically dispersed that the joinder of all members is  
28 impractical. While the exact number of class members is unknown to Plaintiff at this time, there  
are millions of reviews for some Gambling Apps, suggesting that at least hundreds of thousands of

1 people have downloaded and played the subject Zynga Gambling Apps. The members of the Class  
2 can be readily identified through Google's records.

3 44. **Commonality and Predominance. Fed. R. Civ. P. 23(a)(2) and (b)(3).** This action  
4 involves common questions of law and fact that predominate over any questions affecting individual  
5 Class members. The common questions include, but are not limited to:

- 6 a. Whether Defendants engaged in the conduct alleged herein;
- 7 b. Whether these virtually identical Zynga Casino Apps offered and distributed  
8 by Google for download and for sale of in-app purchases through Defendants' Google Play violate  
9 the Civil Remedy Statutes for Recovery of Gambling Losses;
- 10 c. Whether gambling for additional playtime constitutes a thing of value under  
11 the Civil Remedy Statutes for Recovery of Gambling Losses;
- 12 d. Whether Defendants violated the Civil Remedy Statutes for Recovery of  
13 Gambling Losses through their active participation in the promotion and sale of in-app purchases  
14 through Google Play;
- 15 e. Whether Plaintiff and the Class members are entitled to recover the money  
16 they lost on the Zynga Casino Apps under the Civil Remedy Statutes for Recovery of Gambling  
17 Losses;
- 18 f. Whether Defendants have been unjustly enriched under applicable state laws;  
19 and
- 20 g. Such other common factual and legal issues as are apparent from the  
21 allegations and causes of action asserted in the Complaint.

22 45. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of other Class  
23 members' claims because Plaintiff and Class members were subjected to the same allegedly  
24 unlawful conduct and damaged in the same way, *i.e.*, they all lost money to Google in an effort to  
25 win additional playtime on the Zynga Casino Apps.

26 46. **Adequacy. Fed. R. Civ. P. 23(a)(4).** Consistent with Rule 23(a)(4), Plaintiff will  
27 fairly and adequately represent the Class. Plaintiff has the best interests of the members of the Class  
28 in mind. Plaintiff has no conflicts of interest with the Class. Plaintiff's counsel are competent and

1 experienced in litigating class actions, including extensive experience in consumer protection  
2 claims. Plaintiff intends to vigorously prosecute this case.

3 47. **Superiority. Fed. R. Civ. P. 23(b)(3).** A class action is superior to other available  
4 methods for the fair and efficient adjudication of these claims because individual joinder of the  
5 claims of all members of the Class is impracticable. Many members of the Class are without the  
6 financial resources necessary to pursue this matter. Even if some could afford to litigate claims  
7 separately, such a result would be unduly burdensome to the courts in which the individualized cases  
8 would proceed. Individual litigation increases the time and expense of resolving a common dispute  
9 concerning Defendants' actions toward an entire group of individuals. Class action procedures  
10 allow for far fewer management difficulties in matters of this type and provide the unique benefits  
11 of unitary adjudication, economies of scale, and comprehensive supervision over the entire  
12 controversy by a single judge in a single court.

13 48. The Class may be certified pursuant to Rule 23(b)(2) of the Federal Rules of Civil  
14 Procedure because Defendants have acted on grounds generally applicable to the Class, thereby  
15 making final injunctive relief and corresponding declaratory relief appropriate with respect to the  
16 claims raised by the Class.

17 49. The Class may also be certified pursuant to Rule 23(b)(3) of the Federal Rules of  
18 Civil Procedure because questions of law and fact common to members of the Class will  
19 predominate over questions affecting individual members, and a class action is superior to other  
20 methods for fairly and efficiently adjudicating the controversy and causes of action described in this  
21 Complaint.

22 **CAUSES OF ACTION**

23 **COUNT I**

24 **VIOLATION OF CIVIL REMEDY STATUTES**  
25 **FOR RECOVERY OF GAMBLING LOSSES**

26 50. Plaintiff realleges and incorporates the preceding paragraphs, as if fully set forth  
27 herein.

28 51. Plaintiff brings this claim on behalf of himself and the Multistate Class under the

1 Civil Remedy Statutes for Recovery of Gambling Losses, which are materially uniform in the states  
2 of Alabama, Arkansas, Connecticut, Georgia, Illinois, Indiana, Kentucky, Massachusetts,  
3 Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York,  
4 Ohio, Oregon, South Carolina, South Dakota, Tennessee, Vermont, Virginia, Washington, and West  
5 Virginia. In the alternative, Plaintiff bring this action on behalf of each State Class under the Civil  
6 Remedy Statute for Recovery of Gambling Losses enacted under the law of each state.

7         52. The twenty-five states identified above have enacted the following Civil Remedy  
8 Statutes for Recovery of Gambling Losses, all of which are materially similar and were designed to  
9 effectuate the states' public policy against gambling.

10             a. Ala. Code § 8-1-150(a) (“Any person who has paid any money or delivered  
11 any thing of value lost upon any game or wager may recover such money, thing, or its value by an  
12 action commenced within six months from the time of such payment or delivery.”);

13             b. Ark. Code Ann. § 16-118-103(a)(1)(A)(i) (“Any person who loses any money  
14 or property at any game or gambling device, or any bet or wager whatever, may recover the money  
15 or property by obtaining a judgment ordering the return of the money or property following an action  
16 against the person winning the money or property.”);

17             c. Conn. Gen. Stat. § 52-554 (“Any person who, by playing at any game, or  
18 betting on the sides or hands of such as play at any game...loses the sum or value of one dollar in  
19 the whole and pays or delivers the same or any part thereof, may, within three months next  
20 following, recover from the winner the money or the value of the goods so lost and paid or  
21 delivered....”);

22             d. OCGA § 13-8-3(b) (“Money paid or property delivered upon a gambling  
23 consideration may be recovered from the winner by the loser by institution of an action for the same  
24 within six months after the loss and, after the expiration of that time, by institution of an action by  
25 any person, at any time within four years, for the joint use of himself and the educational fund of  
26 the county.”);

27             e. 720 ILCS 5/28-8(a) (“Any person who by gambling shall lose to any other  
28 person, any sum of money or thing of value, amounting to the sum of \$50 or more and shall pay or



1 deliver the same or any part thereof, may sue for and recover the money or other thing of value, so  
2 lost and paid or delivered, in a civil action against the winner thereof, with costs, in the circuit  
3 court...”);

4 f. IC 34-16-1-2 (“If a person, by betting on a game or on the hands or sides of  
5 persons playing a game: (1) loses any money or other property; and (2) delivers any part of the  
6 money or other property; the person may bring a civil action, within one hundred eighty (180) days,  
7 to recover the money or other property so lost and delivered.”);

8 g. KRS 372.020 (“If any person loses to another at one (1) time, or within  
9 twenty-four (24) hours, five dollars (\$5) or more, or anything of that value, and pays, transfers or  
10 delivers it, the loser or any of his creditors may recover it, or its value, from the winner, or any  
11 transferee of the winner, having notice of the consideration, by action brought within five (5) years  
12 after the payment, transfer or delivery.”);

13 h. Mass. Gen. Laws ch. 137, § 1 (“Whoever, by playing at cards, dice or other  
14 game, or by betting on the sides or hands of those gaming, except for gaming conducted in licensed  
15 gaming establishments pursuant to chapter 23K, loses to a person so playing or betting money or  
16 goods, and pays or delivers the same or any part thereof to the winner, or whoever pays or delivers  
17 money or other thing of value to another person for or in consideration of a lottery, policy or pool  
18 ticket, certificate, check or slip, or for or in consideration of a chance of drawing or obtaining any  
19 money, prize or other thing of value in a lottery or policy game, pool or combination, or other bet,  
20 may recover such money or the value of such goods in contract....”);

21 i. MN ST § 541.20 (“Every person who, by playing at cards, dice, or other  
22 game, or by betting on the hands or sides of such as are gambling, shall lose to any person so playing  
23 or betting any sum of money or any goods, and pays or delivers the same, or any part thereof, to the  
24 winner, may sue for and recover such money by a civil action, before any court of competent  
25 jurisdiction.”);

26 j. MS ST § 87-1-5 (“If any person, by playing at any game whatever, or by  
27 betting on the sides or hands of such as do play at any game...or by any wager whatever, shall lose  
28 any money, property, or other valuable thing, real or personal, and shall pay or deliver the same or

1 any part thereof, the person so losing and paying or delivering the same, or his wife or children, may  
2 sue for and recover such money, property, or other valuable thing so lost and paid or delivered, or  
3 any part thereof, from the person knowingly receiving the same, with costs.”);

4 k. Mo. Rev. Stat. Ann. § 434.030 (“Any person who shall lose any money or  
5 property at any game, gambling device or by any bet or wager whatever, may recover the same by  
6 a civil action.”);

7 l. MT Code § 23-5-131 (“A person, or the person’s dependent or guardian, who,  
8 by playing or betting at an illegal gambling device or illegal gambling enterprise, loses money,  
9 property, or any other thing of value and pays and delivers it to another person connected with the  
10 operation or conduct of the illegal gambling device or illegal gambling enterprise, within 1 year  
11 following the person’s loss, may: (1) bring a civil action in a court of competent jurisdiction to  
12 recover the loss; (2) recover the costs of the civil action and exemplary damages of no less than  
13 \$500 and no more than \$5,000; and (3) join as a defendant any person having an interest in the  
14 illegal gambling device or illegal gambling enterprise.”);

15 m. N.H. Rev. Stat. § 338:3 (“If any person shall receive any money or property,  
16 won by him upon any bet or wager as aforesaid, he shall be liable to the person losing it, in an action  
17 of assumpsit, trover or other form proper to recover it; and any security given for the payment of  
18 such loss shall be void.”);

19 n. N.J. Stat. § 2A:40-5 (“If any person shall lose any money, goods, chattels or  
20 other valuable thing, in violation of section 2A:40-1 of this title, and shall pay or deliver the same  
21 or any part thereof to the winner, or to any person to his use, or to a stakeholder, such person may  
22 sue for and recover such money, or the value of such goods, chattels, or other valuable thing, from  
23 such winner, or from such depository, or from such stakeholder, whether the same has been  
24 delivered or paid over by such stakeholder or not, in a civil action provided such action is brought  
25 within 6 calendar months after payment or delivery.”);

26 o. N.M. Stat. § 44-5-1 (“Any person who shall lose any money or property at  
27 any game at cards, or at any gambling device, may recover the same by action of debt, if money; if  
28 property, by action of trover, replevin or detinue.”);

1           p.       N.Y. Gen. Oblig. Law § 5-419 (“Any person who shall pay, deliver or deposit  
2 any money, property or thing in action, upon the event of any wager or bet prohibited, may sue  
3 for and recover the same of the winner or person to whom the same shall be paid or delivered, and  
4 of the stakeholder or other person in whose hands shall be deposited any such wager, bet or stake,  
5 or any part thereof, whether the same shall have been paid over by such stakeholder or not, and  
6 whether any such wager be lost or not.”); § 5-421 (“Every person who shall, by playing at any game,  
7 or by betting on the sides or hands of such as do play, lose at any time or sitting, the sum or value  
8 of twenty-five dollars or upwards, and shall pay or deliver the same or any part thereof, may, within  
9 three calendar months after such payment or delivery, sue for and recover the money or value of the  
10 things so lost and paid or delivered, from the winner thereof.”);

11           q.       Ohio Rev. Code § 3763.02 (“If a person, by playing a game, or by a wager,  
12 loses to another, money or other thing of value, and pays or delivers it or a part thereof, to the winner  
13 thereof, such person losing and paying or delivering, within six months after such loss and payment  
14 or delivery, may sue for and recover such money or thing of value or part thereof, from the winner  
15 thereof, with costs of suit.”);

16           r.       Or. Rev. Stat. § 30.740 (“All persons losing money or anything of value at or  
17 on any unlawful game described in ORS 167.117 (Definitions for ORS 167.108 to 167.164 and  
18 464.270 to 464.530), 167.122 (Unlawful gambling in the second degree) and 167.127 (Unlawful  
19 gambling in the first degree) shall have a cause of action to recover from the dealer winning the  
20 same, or proprietor for whose benefit such game was played or dealt, or such money or thing of  
21 value won, twice the amount of the money or double the value of the thing so lost.”);

22           s.       S.C. Code § 32-1-10 (“Any person who shall at any time or sitting, by playing  
23 at cards, dice table or any other game whatsoever or by betting on the sides or hands of such as do  
24 play at any of the games aforesaid, lose to any person or persons so playing or betting, in the whole,  
25 the sum or value of fifty dollars and shall pay or deliver such sum or value or any part thereof shall  
26 be at liberty, within three months then next ensuing, to sue for and recover the money or goods so  
27 lost and paid or delivered or any part thereof from the respective winner or winners thereof, with  
28 costs of suit, by action to be prosecuted in any court of competent jurisdiction.);

1           t.       S.D. Codified Laws § 21-6-1 (“Any person who shall lose any thing of value  
2 at any game, or by betting on any game, may recover the same or the value thereof from any other  
3 person playing at the game at which such thing was lost, or from the person with whom the bet was  
4 made, or from the proprietor of the place where the game was played, in a civil action, in which  
5 such proprietor and all persons engaged in the game may be joined as parties; provided that such  
6 action shall have been commenced within six months after the date of such loss.”);

7           u.       Tenn. Code § 28-3-106 (“Actions to recover money or goods lost at any kind  
8 of gambling or betting, and paid or delivered: (1) If brought by the loser, shall be commenced within  
9 ninety (90) days next after such payment or delivery; (2) If brought for the use of the spouse, child  
10 or children, or next of kin, within twelve (12) months from the expiration of the ninety (90) days;  
11 (3) If by a creditor of the loser, within twenty-four (24) months from the end of the ninety (90)  
12 days.”).

13           v.       9 V.S.A. § 3981 (“A person who pays money or other valuable thing lost at  
14 a game...may recover the value thereof of the person to whom it was paid in a civil action, if  
15 commenced within one month from the time of payment.”);

16           w.       Va. Code § 11-15 (“Any person who shall, by playing at any game or betting  
17 on the sides or hands of such as play at any game, lose within twenty-four hours, the sum or value  
18 of five dollars, or more, and pay or deliver the same, or any part thereof, may, within three months  
19 next following, recover from the winner, the money or the value of the goods so lost and paid or  
20 delivered, with costs of suit in civil action, either by suit or warrant, according to the amount or  
21 value thereof.”);

22           x.       Wash. Rev. Code § 4.24.070 (“All persons losing money or anything of value  
23 at or on any illegal gambling games shall have a cause of action to recover from the dealer or player  
24 winning, or from the proprietor for whose benefit such game was played or dealt, or such money or  
25 things of value won, the amount of the money or the value of the thing so lost.”); and

26           y.       W. Va. Code § 55-9-3 (“If any person shall lose to another within twenty-  
27 four hours \$10 or more, or property of that value, and shall pay or deliver the same, or any part  
28 thereof, such loser may recover back from the winner the money or property, or in lieu of the

1 property the value thereof, so lost, by suit in court, or before a justice, according to the amount or  
2 value, brought within three months after such payment or delivery....”).

3 53. The Civil Remedy Statutes for Recovery of Gambling Losses prohibit a person from  
4 profiting from gambling activity and provide for the recovery of money paid and lost due to such  
5 gambling activity.

6 54. By purchasing coins from Google to wager on the Zynga Casino Apps, Plaintiff and  
7 each member of the Multistate Class gambled and lost money within the meaning of the Civil  
8 Remedy Statute for Recovery of Gambling Losses.

9 55. Google has profited and continues to profit from gambling activity in violation of the  
10 Civil Remedy Statute for Recovery of Gambling Losses by: (1) providing marketing guidance, tools,  
11 promotional offers and more to help drive discovery of Zynga Casino Apps and in-app purchases;  
12 (2) contributing to the creation and development of Zynga Casino Apps; and (3) offering and  
13 distributing the Zynga Casino Apps through Google Play and selling in-app purchases for the Zynga  
14 Casino Apps in exchange for a significant percentage of the money paid and lost by Plaintiff and  
15 the members of the Class to gamble using the Zynga Casino Apps.

16 56. Plaintiff and the members of the Class are, therefore, entitled to recover from Google  
17 the amounts they lost when gambling on the Zynga Casino Apps through Google Play.

18 **COUNT II**

19 **UNJUST ENRICHMENT**

20 57. Plaintiff realleges and incorporates the preceding paragraphs, as if fully set forth  
21 herein.

22 58. Plaintiff brings this claim on behalf of himself and the Multistate Class under the  
23 common law of unjust enrichment, which is materially uniform in the states of Alabama, Arkansas,  
24 Connecticut, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Minnesota, Mississippi,  
25 Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oregon, South  
26 Carolina, South Dakota, Tennessee, Vermont, Virginia, Washington, and West Virginia. In the  
27 alternative, Plaintiff brings this action on behalf of each State Class under the common law of each  
28 state, which is materially uniform in all such states.

1        59. As a result of its unlawful conduct described above, Google has and will continue to  
2 be unjustly enriched to the detriment of Plaintiff and Class members by virtue of their purchase of  
3 coins from Google to wager on the Zynga Casino Apps through Google Play.

4        60. Google has profited immensely by providing marketing guidance, tools, and  
5 promotional offers to Zynga.

6        61. These profits were obtained in violation of the Civil Remedy Statutes for Recovery  
7 of Gambling Losses.

8        62. These profits were a benefit conferred upon Google by Class members when  
9 purchasing coins to wager on the Zynga Casino Apps.

10       63. Accordingly, because Google will be unjustly enriched if it is allowed to retain the  
11 illegal profits from the Zynga Casino Apps, Plaintiff and each Class member are entitled to recover  
12 the amount by which Google was unjustly enriched at their expense.

13   **REQUEST FOR RELIEF**

14        **WHEREFORE**, Plaintiff, individually and on behalf of the Multistate Class and State  
15 Classes, respectfully requests that the Court grant certification of the proposed Multistate Class and  
16 State Classes, including the designation of Plaintiff as the named representative of the Multistate  
17 Class and his respective State Class, the appointment of the undersigned as Class Counsel, and the  
18 designation of any appropriate issue classes and/or subclasses, under the applicable provisions of  
19 Fed. R. Civ. P. 23, and that the Court enter judgment in Plaintiff's favor and against Google, as  
20 follows:

21        A. Injunctive and other equitable relief as is necessary to protect the interests of Plaintiff  
22 and Class members, including but not limited to, an order prohibiting Defendants from engaging in  
23 the wrongful and unlawful acts described herein;

24        B. An award of compensatory, consequential, and general damages, including nominal  
25 damages, as allowed by law in an amount to be determined;

26        C. An award of statutory damages and punitive damages, as allowed by law in an  
27 amount to be determined;

28        D. An award of restitution or disgorgement, in an amount to be determined;

- 1 E. An award of attorneys' fees, costs, and litigation expenses, as allowed by law;
- 2 F. Prejudgment interest on all amounts awarded; and
- 3 G. Such other and further relief as the Court may deem just and proper.

4 **JURY DEMAND**

5 Plaintiff, on behalf of himself and the Class of all others similarly situated, hereby demands  
6 a trial by jury on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

7  
8  
9 By:                     /s/ Daniel L. Warshaw                    

DANIEL L. WARSHAW

10 Daniel L. Warshaw (Bar No. 185365)  
11 **PEARSON, SIMON & WARSHAW, LLP**  
12 15165 Ventura Boulevard, Suite 400  
13 Sherman Oaks, CA 91403  
14 Telephone: (818) 788-8300  
15 Facsimile: (818) 788-8104  
16 Email: [dwarshaw@pswlaw.com](mailto:dwarshaw@pswlaw.com)

17 Hassan A. Zavareei (Bar No. 181547)  
18 Andrea R. Gold (*Pro Hac Vice Forthcoming*)  
19 **TYCKO & ZAVAREEI LLP**  
20 1828 L Street NW, Suite 1000  
21 Washington, D.C. 20036  
22 Telephone: (202) 973-0900  
23 Facsimile: (202) 973-0950  
24 Email: [hzavareei@tzlegal.com](mailto:hzavareei@tzlegal.com)  
25 [agold@tzlegal.com](mailto:agold@tzlegal.com)

26 Jeff Ostrow (*Pro Hac Vice Forthcoming*)  
27 Jason H. Alperstein (*Pro Hac Vice Forthcoming*)  
28 Kristen Lake Cardoso (*Pro Hac Vice Forthcoming*)  
**KOPELOWITZ OSTROW**  
**FERGUSON WEISELBERG GILBERT**  
1 West Las Olas Blvd., Suite 500  
Fort Lauderdale, FL 33301  
Telephone: (954) 525-4100  
Facsimile: (954) 525-4300  
E-Mail: [ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)  
[alperstein@kolawyers.com](mailto:alperstein@kolawyers.com)

*Counsel for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

John Sparks

(b) County of Residence of First Listed Plaintiff Blount County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pearson, Simon & Warshaw, LLP 15165 Ventura Boulevard, Suite 400 (818) 788-8300

DEFENDANTS

Google, LLC and Google Payment Corp.

County of Residence of First Listed Defendant Santa Clara, CA (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

VI. CAUSE OF ACTION

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

Brief description of cause: Recovery of Gambling Losses; Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND X SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/02/2021

SIGNATURE OF ATTORNEY OF RECORD

/s/ Daniel L. Warshaw



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

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

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.