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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

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

*Plaintiff,*

v.

HUUUGE, INC., a Delaware corporation,

*Defendant.*

Case No.

**COMPLAINT—CLASS ACTION**

**JURY DEMAND**

Plaintiff Sean Wilson brings this case, individually and on behalf of all others similarly situated, against Defendant Huuuge, Inc., (“Huuuge” or “Defendant”) to enjoin its operation of illegal online casino games. Plaintiff alleges as follows upon personal knowledge as to himself and his own acts and experiences, and upon information and belief, including investigation conducted by his attorneys, as to all other matters.

**NATURE OF THE ACTION**

1. Defendant Huuuge owns and operates a video game development company in the so-called “casual games” industry—that is, computer games designed to appeal to a mass audience of casual gamers. Amongst the games Defendant owns and operates is a popular online casino under the name Huuuge Casino.

2. In Huuuge Casino, Defendant offers a multitude of electronic versions of slot

1 machines to consumers. Huuuge Casino is available on Android, Apple iOS, and Amazon  
2 devices.

3 3. Defendant provides a bundle of free “chips” to first-time visitors of its online  
4 casino that can be used to wager on its games. After consumers inevitably lose their initial  
5 allotment of chips, Huuuge attempts to sell them additional chips starting at \$4.99 for  
6 100,000,000 chips. Without chips, consumers cannot play the gambling game.

7 4. Freshly topped off with additional chips, consumers wager to win more chips. The  
8 chips won by consumers playing Defendant’s games of chance are identical to the chips that  
9 Defendant sells. Thus, by wagering 100,000,000 chips that were purchased for \$4.99, consumers  
10 have the chance to win hundreds of thousands of additional chips that they would otherwise have  
11 to purchase.

12 5. By operating its online casino, Defendant has violated Washington law and  
13 illegally profited from tens of thousands of consumers. Accordingly, Sean Wilson, on behalf of  
14 himself and a Class of similarly situated individuals, brings this lawsuit to recover their losses, as  
15 well as costs and attorneys’ fees.

16 **PARTIES**

17 6. Plaintiff Sean Wilson is a natural person and a citizen of the state of Washington.

18 7. Defendant Huuuge, Inc., is a corporation organized and existing under the laws of  
19 Delaware, with its principal place of business at 2600 El Camino Real, Suite 601, Palo Alto,  
20 California 94306. Defendant conducts business throughout this District, Washington State, and  
21 the United States.

22 **JURISDICTION AND VENUE**

23 8. Federal subject-matter jurisdiction exists under 28 U.S.C. § 1332(d)(2) because  
24 (a) at least one member of the class is a citizen of a state different from Defendant, (b) the  
25 amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (c) none of the  
26 exceptions under that subsection apply to this action.

27 9. The Court has personal jurisdiction over Defendant because Defendant conducts

1 significant business transactions in this District, and because the wrongful conduct occurred in  
2 and emanated from this District.

3 10. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial  
4 part of the events giving rise to Plaintiff’s claims occurred in this District.

### 5 FACTUAL ALLEGATIONS

#### 6 **I. Free-to-Play and the New Era of Online Gambling**

7 11. The proliferation of internet-connected mobile devices has led to the growth of  
8 what are known in the industry as “free-to-play” videogames. The term is a misnomer. It refers  
9 to a model by which the initial download of the game is free, but companies reap huge profits by  
10 selling thousands of “in-app” items that start at \$0.99 (purchases known as “micro-transactions”  
11 or “in-app purchases”).

12 12. The in-app purchase model has become particularly attractive to developers of  
13 games of chance (*e.g.*, poker, blackjack, and slot machine mobile videogames, amongst others),  
14 because it allows them to generate huge profits. In 2017, free-to-play games of chance generated  
15 over \$3.8 billion in worldwide revenue, and they are expected to grow by ten percent annually.<sup>1</sup>  
16 Even “large land-based casino operators are looking at this new space” for “a healthy growth  
17 potential.”<sup>2</sup>

18 13. With games of chance that employ the in-game purchase strategy, developers  
19 have begun exploiting the same psychological triggers as casino operators. As one respected  
20 videogame publication put it:

21 “If you hand someone a closed box full of promised goodies, many will happily  
22 pay you for the crowbar to crack it open. The tremendous power of small random  
23 packs of goodies has long been known to the creators of physical collectible card  
24 games and companies that made football stickers a decade ago. For some ... the  
25 allure of a closed box full of goodies is too powerful to resist. Whatever the worth

26 <sup>1</sup> GGRAsia – Social casino games 2017 revenue to rise 7pct plus says report, <http://www.ggrasia.com/social-casino-games-2017-revenue-to-rise-7pct-plus-says-report/> (last visited Apr. 6, 18)

27 <sup>2</sup> *Report confirms that social casino games have hit the jackpot with \$1.6B in revenue | GamesBeat*,  
<https://venturebeat.com/2012/09/11/report-confirms-that-social-casino-games-have-hit-the-jackpot-with-1-6b-in-revenue/> (last visited Apr. 6, 18)

1 of the randomised [sic] prizes inside, the offer of a free chest and the option to  
 2 buy a key will make a small fortune out of these personalities. For those that like  
 to gamble, these crates often offer a small chance of an ultra-rare item.”<sup>3</sup>

3 14. Another stated:

4 “Games may influence ‘feelings of pleasure and reward,’ but this is an addiction  
 5 to the games themselves; micro-transactions play to a different kind of addiction  
 that has existed long before video games existed, more specifically, an addiction  
 similar to that which you could develop in casinos and betting shops.”<sup>4</sup>

6 15. The comparison to casinos doesn’t end there. Just as with casino operators,  
 7 mobile game developers rely on a small portion of their players to provide the majority of their  
 8 profits. These “whales,” as they’re known in casino parlance, account for just “0.15% of players”  
 9 but provide “over 50% of mobile game revenue.”<sup>5</sup>

10 16. Game Informer, another respected videogame magazine, reported on the rise (and  
 11 danger) of micro-transactions in mobile games and concluded:

12 “[M]any new mobile and social titles target small, susceptible populations for  
 13 large percentages of their revenue. If ninety-five people all play a [free-to-play]  
 game without spending money, but five people each pour \$100 or more in to  
 14 obtain virtual currency, the designer can break even. These five individuals are  
 what the industry calls whales, and we tend not to be too concerned with how  
 15 they’re being used in the equation. While the scale and potential financial ruin is  
 of a different magnitude, a similar profitability model governs casino gambling.”<sup>6</sup>

16 17. Academics have also studied the socioeconomic effect games that rely on in-app  
 17 purchases have on consumers. In one study, the authors compiled several sources analyzing so-  
 18 called free-to-play games of chance (called “casino” games below) and stated that:

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

23  
 24 <sup>3</sup> PC Gamer, *Microtransactions: the good, the bad and the ugly*,  
<http://www.pcgamer.com/microtransactions-the-good-the-bad-and-the-ugly/> (last visited Apr. 9, 2015).

25 <sup>4</sup> The Badger, *Are micro-transactions ruining video games? | The Badger*,  
<http://www.badgeronline.co.uk/micro-transactions-ruining-video-games/> (last visited Apr. 9, 2015).

26 <sup>5</sup> *Id.* (emphasis added).

27 <sup>6</sup> Game Informer, *How Microtransactions Are Bad For Gaming - Features - www.GameInformer.com*,  
<http://www.gameinformer.com/b/features/archive/2012/09/12/how-microtransactions-are-bad-for-gaming.aspx?CommentPosted=true&PageIndex=3> (last visited April 5, 2018)

1 ...

2 “According to [another study], the purchase of virtual credits or virtual items  
3 makes the activity of [free-to-play] casino gaming more similar to gambling.  
4 Thus, micro-transactions may be a crucial predictor in the migration to online  
5 gambling, as these players have now crossed a line by paying to engage in these  
6 activities. Although, [sic] only 1–5% of [free-to-play] casino gamers make micro-  
7 transactions, those who purchase virtual credits spend an average of \$78. Despite  
8 the limited numbers of social casino gamers purchasing virtual credits, revenues  
9 from micro-transactions account for 60 % of all [free-to-play] casino gaming  
10 revenue. Thus, a significant amount of revenue is based on players’ desire to  
11 purchase virtual credits above and beyond what is provided to the player in seed  
12 credits.”<sup>7</sup>

13 18. The same authors looked at the link between playing free-to-play games of chance  
14 and gambling in casinos. They stated that “prior research indicated that winning large sums of  
15 virtual credits on social casino gaming sites was a key reason for [consumers’] migration to  
16 online gambling,” yet the largest predictor that a consumer will transition to online gambling was  
17 “micro-transaction engagement.” In fact, “the odds of migration to online gambling were  
18 approximately *eight times greater* among people who made micro-transactions on [free-to-play]  
19 casino games compared to [free-to-play] casino gamers who did not make micro-transactions.”<sup>8</sup>

20 19. The similarity between micro-transaction based games of chance and games of  
21 chance found in casinos has caused governments across the world to intervene to limit their  
22 availability.<sup>9</sup> Unfortunately, such games have eluded regulation in the United States. As a result,  
23 and as described below, Defendant’s Huuuge Casino has thrived and thousands of consumers  
24 have spent millions of dollars unwittingly playing Defendant’s unlawful games of chance.

## 25 **II. A Brief Introduction to Huuuge Casino**

26 <sup>7</sup> Hyoun S. Kim, Michael J. A. Wohl, *et al.*, *Do Social Casino Gamers Migrate to Online Gambling? An*  
27 *Assessment of Migration Rate and Potential Predictors*, Journal of gambling 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).

<sup>8</sup> *Id.* (emphasis added).

<sup>9</sup> In late August 2014, South Korea began regulating “social gambling” games, including games similar to  
Defendant’s, by “ban[ning] all financial transactions directed” to the games. PokerNews.com, *Korea Shuts Down All*  
*Facebook Games In Attempt To Regulate Social Gambling* / *PokerNews*, [http://www.pokernews.com/](http://www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm)  
[news/2014/09/korea-shuts-down-facebook-games-19204.htm](http://www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm) (last visited Apr. 9, 2015). 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.*

1           20.     Huuuge launched Huuuge Casino in late 2015. Since its launch, Huuuge has been  
2 actively developing new games for its online casino including a plethora of slot machine games.

3           21.     Consumer can play Huuuge's online casino games by downloading the Huuuge  
4 Casino mobile game on Apple iOS, Android, and Amazon devices.

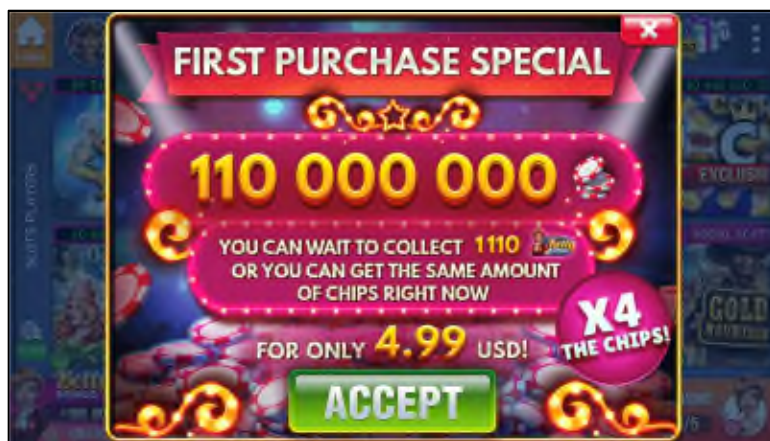
5           22.     Defendant has made large profits through their online gambling games.  
6 According to Huuuge's CEO, Anton Gauffin, the company was projected to make \$150 million  
7 in revenue by the end of 2017.<sup>10</sup> As explained further below, however, the revenue Defendant  
8 receives from the Huuuge Casino are the result of operating unlawful games of chance  
9 camouflaged as innocuous videogames.

### 10 **III. Defendant's Online Casino Contains Unlawful Games of Chance**

11           23.     Consumers visiting Defendant's online casino for the first time are awarded free  
12 chips. These free sample chips offer a taste of gambling and are designed to encourage players to  
13 get hooked and buy more chips for real money.

14           24.     During gameplay, Huuuge displays various special offers to consumers via a pop  
15 up screen in order to entice consumers to purchase additional chip at a discounted price.

16 Huuuge's electronic store sells chips ranging from \$4.99 to \$49.99. *See e.g., Figures 1 and 2.*



24 **(Figure 1.)**

25  
26 <sup>10</sup> *Game Boss interview: How Huuuge is taking on the giants in social casino games | GamesBeat,*  
27 <https://venturebeat.com/2017/12/10/how-huuuge-is-taking-on-the-giants-in-social-casino-games/> (last visited April 6, 2018).



**(Figure 2.)**

25. After they begin playing, consumers quickly lose their initial allotment of chips. Immediately thereafter, Defendant leads the consumer to its electronic store where he or she can purchase chips with real money. Huuuge's chips range in price from \$1.99 for 4,320,000 chips to \$49.99 for 135,000,000 chips. *See Figure 3.* Once players run out of their allotment of free chips, they cannot continue to play the game without buying more chips for real money



**(Figure 3.)**

26. The decision to sell chips by the thousands isn't an accident. Rather, Defendant attempts to lower the perceived cost of the chips (costing just a fraction of a penny per chip) while simultaneously maximizing the value of the award (awarding millions of chips in jackpots), further inducing consumers to bet on its games.

27. To begin wagering, players select the "BET" that will be used for a spin, as

1 illustrated in Figure 4, which shows the Huuuge Casino tutorial. Defendant allows players to  
 2 increase or decrease the amount he or she can wager and ultimately win (or lose).



3  
 4  
 5 **(Figure 4.)**

6 28. Once a consumer spins the slot machine by pressing the “SPIN” button, no action  
 7 on his or her part is required. Indeed, none of Huuuge’s online casino games allow (or call for)  
 8 any additional user action. Instead, the consumer’s computer or mobile device communicates  
 9 with and sends information (such as the “BET” amount) to Defendant’s servers. Defendant’s  
 10 servers then execute the game’s algorithms that determine the spin’s outcome. Notably, none of  
 11 Defendant’s games depend on any amount of skill to determine their outcomes—all outcomes  
 12 are based entirely on chance.

13 29. Consumers can continue playing with the chips that they won, or they can exit the  
 14 game and return at a later time to play because Defendant maintains win and loss records and  
 15 account balances for each consumer. Indeed, once Defendant’s algorithms determine the  
 16 outcome of a spin and Defendant displays the outcome to the consumer, Defendant adjusts the  
 17 consumer’s account balance. Defendant keeps records of each wager, outcome, win, and loss for  
 18 every player.

19 **FACTS SPECIFIC TO PLAINTIFF WILSON**

20 30. In or around February 2017, Plaintiff Wilson began playing Huuuge Casino  
 21 through his Apple iOS device. After Plaintiff lost the balance of his initial allocation of free  
 22 chips, he purchased chips from the Huuuge Casino electronic store.

23 31. Thereafter, Wilson continued playing various slot machines and other games of  
 24 chance within Defendant’s casino where he would wager chips for the chance of winning  
 25 additional chips. Starting in, February 2017, Plaintiff Wilson wagered and lost (and Defendant  
 26 Huuuge therefore won) \$9.99 at Defendant’s games of chance.



**CLASS ALLEGATIONS**

32. **Class Definition:** Plaintiff Wilson brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3) on behalf of himself and a Class of similarly situated individuals, defined as follows:

All persons in the State of Washington who purchased and lost chips at Defendant’s Huuuge Casino.

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

33. **Numerosity:** On information and belief, tens of thousands of consumers fall into the definition of the Class. Members of the Class can be identified through Defendant’s records, discovery, and other third-party sources.

34. **Commonality and Predominance:** There are many questions of law and fact common to Plaintiff’s and the Class’s claims, and those questions predominate over any questions that may affect individual members of the Class. Common questions for the Class include, but are not necessarily limited to the following:

- a. Whether Defendant’s online casino games are “gambling” as defined by RCW § 9.46.0237;
- b. Whether Defendant is the proprietor for whose benefit the online casino games are played;
- c. Whether Plaintiff and each member of the Class lost money or anything of value by gambling;

1 d. Whether Defendant violated the Washington Consumer Protection Act,  
2 RCW § 19.86.010, *et seq.*; and

3 e. Whether Defendant has been unjustly enriched as a result of its conduct.

4 35. **Typicality:** Plaintiff's claims are typical of the claims of other members of the  
5 Class in that Plaintiff's and the members of the Class sustained damages arising out of  
6 Defendant's wrongful conduct.

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

15 37. **Policies Generally Applicable to the Class:** This class action is appropriate for  
16 certification because Defendant has acted or refused to act on grounds generally applicable to the  
17 Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible  
18 standards of conduct toward the members of the Class and making final injunctive relief  
19 appropriate with respect to the Class as a whole. Defendant's policies that Plaintiff challenges  
20 apply and affect members of the Class uniformly, and Plaintiff's challenge of these policies  
21 hinges on Defendant's conduct with respect to the Class as a whole, not on facts or law  
22 applicable only to Plaintiff. The factual and legal bases of Defendant's liability to Plaintiff and to  
23 the other members of the Class are the same.

24 38. **Superiority:** This case is also appropriate for certification because class  
25 proceedings are superior to all other available methods for the fair and efficient adjudication of  
26 this controversy. The harm suffered by the individual members of the Class is likely to have been  
27 relatively small compared to the burden and expense of prosecuting individual actions to redress

1 Defendant's wrongful conduct. Absent a class action, it would be difficult if not impossible for  
 2 the individual members of the Class to obtain effective relief from Defendant. Even if members  
 3 of the Class themselves could sustain such individual litigation, it would not be preferable to a  
 4 class action because individual litigation would increase the delay and expense to all parties and  
 5 the Court and require duplicative consideration of the legal and factual issues presented. By  
 6 contrast, a class action presents far fewer management difficulties and provides the benefits of  
 7 single adjudication, economy of scale, and comprehensive supervision by a single Court.  
 8 Economies of time, effort, and expense will be fostered and uniformity of decisions will be  
 9 ensured.

10 39. Plaintiff reserves the right to revise the foregoing "Class Allegations" and "Class  
 11 Definition" based on facts learned through additional investigation and in discovery.

**FIRST CAUSE OF ACTION**  
**Violations of Revised Code of Washington § 4.24.070**  
**(On behalf of Plaintiff and the Class)**

14 40. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

15 41. Plaintiff, members of the Class, and Defendant are all "persons" as defined by  
 16 RCW § 9.46.0289.

17 42. The state of Washington's "Recovery of money lost at gambling" statute, RCW  
 18 4.24.070, provides that "all persons losing money or anything of value at or on any illegal  
 19 gambling games shall have a cause of action to recover from the dealer or player winning, or  
 20 from the proprietor for whose benefit such game was played or dealt, or such money or things of  
 21 value won, the amount of the money or the value of the thing so lost."

22 43. "Gambling," defined by RCW § 9.46.0237, "means staking or risking something  
 23 of value upon the outcome of a contest of chance or a future contingent event not under the  
 24 person's control or influence."

25 44. Defendant's "chips" sold for use in the Huuuge Casino are "things of value"  
 26 under RCW § § 9.46.0285.

1 45. Defendant’s Huuuge Casino games are illegal gambling games because they are  
2 online games at which players wager things of value (the chips) and by an element of chance  
3 (e.g., by spinning an online slot machine) are able to obtain additional entertainment and extend  
4 gameplay (by winning additional chips).

5 46. Defendant Huuuge Casino is the proprietor for whose benefit the Huuuge Casino  
6 online gambling game is played because it owns the Huuuge Casino games and operates those  
7 games for its own profit.

8 47. As such, Plaintiff and the Class gambled when they purchased chips to wager at  
9 Defendant’s online gambling game. Plaintiff and each member of the Class staked money, in the  
10 form of chips purchased with money, at Defendant’s games of chance (e.g., Defendant’s slot  
11 machines within Huuuge Casino) for the chance of winning additional things of value (e.g., chips  
12 that extend gameplay without additional charge).

13 48. In addition, Defendant’s Huuuge Casino games are not “pinball machine[s] or  
14 similar mechanical amusement device[s]” as contemplated by the statute because:

- 15 a. the games are electronic rather than mechanical;
- 16 b. the games confer replays but they are recorded and can be redeemed on  
17 separate occasions (i.e., they are not “immediate and unrecorded”); and
- 18 c. the games contain electronic mechanisms that vary the chance of winning  
19 free games or the number of free games which may be won (e.g., the games allow  
20 for different wager amounts).

21 49. RCW § 9.46.0285 states that a “‘Thing of value,’ as used in this chapter, means  
22 any money or property, any token, object or article exchangeable for money or property, or any  
23 form of credit or promise, directly or indirectly, contemplating transfer of money or property or  
24 of any interest therein, or involving extension of a service, entertainment or a privilege of  
25 playing at a game or scheme without charge.”



1 56. To achieve that goal, the CPA prohibits any person from using “unfair methods of  
2 competition or unfair or deceptive acts or practices in the conduct of any trade or commerce. . . .”  
3 RCW § 19.86.020.

4 57. The CPA states that “a claimant may establish that the act or practice is injurious  
5 to the public interest because it . . . Violates a statute that contains a specific legislative  
6 declaration of public interest impact.”

7 58. Defendant violated RCW § 9.46.010, *et seq.* which declares that:

8 “The public policy of the state of Washington on gambling is to keep the criminal  
9 element out of gambling and to promote the social welfare of the people by limiting  
10 the nature and scope of gambling activities and by strict regulation and control.

11 It is hereby declared to be the policy of the legislature, recognizing the close  
12 relationship between professional gambling and organized crime, to restrain all  
13 persons from seeking profit from professional gambling activities in this state; to  
14 restrain all persons from patronizing such professional gambling activities; to  
15 safeguard the public against the evils induced by common gamblers and common  
16 gambling houses engaged in professional gambling; and at the same time, both to  
17 preserve the freedom of the press and to avoid restricting participation by  
18 individuals in activities and social pastimes, which activities and social pastimes  
19 are more for amusement rather than for profit, do not maliciously affect the public,  
20 and do not breach the peace.”

21 59. Defendant has violated RCW § 9.46.010, *et seq.*, because its Huuuge Casino  
22 games are illegal online gambling games as described in ¶¶ 40 to 53 *supra*.

23 60. Defendant’s wrongful conduct occurred in the conduct of trade or commerce—  
24 *i.e.*, while Defendant was engaged in the operation of making computer games available to the  
25 public.

26 61. Defendant’s acts and practices were and are injurious to the public interest  
27 because Defendant, in the course of its business, continuously advertised to and solicited the  
28 general public in Washington State and throughout the United States to play its unlawful Huuuge  
29 Casino games of chance. This was part of a pattern or generalized course of conduct on the part  
30 of Defendant, and many consumers have been adversely affected by Defendant’s conduct and the  
31 public is at risk.

1           62. Defendant has profited immensely from its operation of unlawful games of  
2 chance, amassing hundreds of millions of dollars from the losers of its games of chance.

3           63. As a result of Defendant's conduct, Plaintiff and the Class members were injured  
4 in their business or property—*i.e.*, economic injury—in that they lost money wagering on  
5 Defendant's unlawful games of chance.

6           64. Defendant's unfair or deceptive conduct proximately caused Plaintiff's and the  
7 Class members' injury because, but for the challenged conduct, Plaintiff and the Class members  
8 would not have lost money wagering at or on Defendant's games of chance, and they did so as a  
9 direct, foreseeable, and planned consequence of that conduct.

10          65. Plaintiff, on his own behalf and on behalf of the Class, seeks to enjoin further  
11 violation and recover actual damages and treble damages, together with the costs of suit,  
12 including reasonable attorneys' fees.

13                                   **THIRD CAUSE OF ACTION**  
14                                   **Unjust Enrichment**  
15                                   **(On behalf of Plaintiff and the Class)**

16          66. Plaintiff incorporates by reference the foregoing allegations as if fully set forth  
17 herein.

18          67. Plaintiff and the Class have conferred a benefit upon Defendant in the form of the  
19 money Defendant received from them for the purchase of chips to wager at Defendant's Huuuge  
20 Casino.

21          68. The purchase of the chips to wager at Defendant's Huuuge Casino is and was  
22 beyond the scope of any contractual agreement between Defendant and Plaintiff and members of  
23 the Class.

24          69. Defendant appreciates and/or has knowledge of the benefits conferred upon it by  
25 Plaintiff and the Class.

26          70. Under principles of equity and good conscience, Defendant should not be  
27 permitted to retain the money obtained from Plaintiff and the members of the Class, which  
28 Defendant has unjustly obtained as a result of its unlawful operation of unlawful online gambling

1 games. As it stands, Defendant has retained millions of dollars in profits generated from its  
2 unlawful games of chance and should not be permitted to retain those ill-gotten profits.

3 71. Accordingly, Plaintiff and the Class seek full disgorgement and restitution of any  
4 money Defendant has retained as a result of the unlawful and/or wrongful conduct alleged  
5 herein.

6 **PRAYER FOR RELIEF**

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

- 9 a) Certifying this case as a class action on behalf of the Class defined above,  
10 appointing Sean Wilson as representative of the Class, and appointing his counsel as class  
11 counsel;
- 12 b) Declaring that Defendant's conduct, as set out above, violates the CPA;
- 13 c) Entering judgment against Defendant, in the amount of the losses suffered by  
14 Plaintiff and each member of the Class;
- 15 d) Enjoining Defendant from continuing the challenged conduct;
- 16 e) Awarding damages to Plaintiff and the Class members in an amount to be  
17 determined at trial, including trebling as appropriate;
- 18 f) Awarding restitution to Plaintiff and Class members in an amount to be  
19 determined at trial, and requiring disgorgement of all benefits that Defendant unjustly received;
- 20 g) Awarding reasonable attorney's fees and expenses;
- 21 h) Awarding pre- and post-judgment interest, to the extent allowable;
- 22 i) Entering judgment for injunctive and/or declaratory relief as necessary to protect  
23 the interests of Plaintiff and the Class; and
- 24 j) Awarding such other and further relief as equity and justice require.

25 **JURY DEMAND**

26 Plaintiff requests a trial by jury of all claims that can be so tried.  
27



Respectfully Submitted,

Dated: April 6, 2018

By: Janissa A. Strabuk

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