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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

ELISE BELL, individually and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

GAME SHOW NETWORK, LLC, a Delaware  
limited liability company,

*Defendant.*

Case No.

**COMPLAINT—CLASS ACTION**

**JURY DEMAND**

Plaintiff Elise Bell brings this case, individually and on behalf of all others similarly situated, against Defendant Game Show Network, LLC (“GSN” or “Defendant”) to enjoin its operation of illegal online casino games. Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences, and upon information and belief, including investigation conducted by her attorneys, as to all other matters.

**NATURE OF THE ACTION**

1. Defendant GSN 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. Defendant GSN owns and operates a popular online casino named GSN Casino.





1 allure of a closed box full of goodies is too powerful to resist. Whatever the worth  
2 of the randomised [sic] prizes inside, the offer of a free chest and the option to  
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  
6 that has existed long before video games existed, more specifically, an addiction  
7 similar to that which you could develop in casinos and betting shops.”<sup>4</sup>

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

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

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

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

24 “[Researchers] found that [free-to-play] casino gamers share many similar  
25 sociodemographic characteristics (e.g., employment, education, income) with  
26 online gamblers. Given these similarities, it is perhaps not surprising that a strong  
27 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 were seeking treatment stated that social casino games were their first  
experiences with gambling.”

<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. 5, 2018).

<sup>4</sup> The Badger, *Are micro-transactions ruining video games?* | *The Badger*,  
<http://thebadgeronline.com/2014/11/micro-transactions-ruining-video-games/> (last visited May 4, 2018).

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

<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 online gambling games have thrived and thousands of  
24 consumers have spent millions of dollars unwittingly playing Defendant’s unlawful games of  
25 chance.  
26

27 <sup>7</sup> Hyoun S. Kim, Michael J. A. Wohl, *et al.*, *Do Social Casino Gamers Migrate to Online Gambling? An 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*, <https://www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm> (last visited Apr. 5, 2018). 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 **II. A Brief Introduction to GSN**

2 20. GSN is a developer of various slot machine games and the owner and operator of  
3 GSN Casino.

4 21. Currently, Sony Pictures Entertainment and DIRECTV own GSN. GSN operates  
5 not only its casino games but also television game show programming via its 80-million  
6 subscriber television network.

7 22. Defendant has made large profits through its online gambling games that allowed  
8 it to acquire its competitors. For instance, in 2014, GSN acquired a leading social bingo game  
9 Bash Gaming for an estimated \$160 to \$170 million.<sup>10</sup> In 2015, GSN acquired a rival casino  
10 game developer, Plumbee, for an undisclosed price.<sup>11</sup> At the time of acquisition, Plumbee  
11 generated an estimated \$3.3 billion in revenue.<sup>12</sup> As explained further below, however, the  
12 revenue Defendant receives from the its online casino games are the result of operating unlawful  
13 games of chance camouflaged as innocuous videogames.

14 **III. Consumers Do Not Consent To Any Terms Of Service Before Playing GSN Games**

15 23. Consumers can play GSN Casino and its various slot machines and casino games  
16 by downloading GSN’s app on Apple iOS, Android devices, or by playing the online casino  
17 games on Facebook.

18 **A. Mobile App Users**

19 24. Consumers who download the GSN Casino app on their mobile device are not  
20 required to create any account with GSN. Consumers do not agree or consent to any terms of  
21 service before playing GSN games. Indeed, GSN does not even present any terms to consumers.

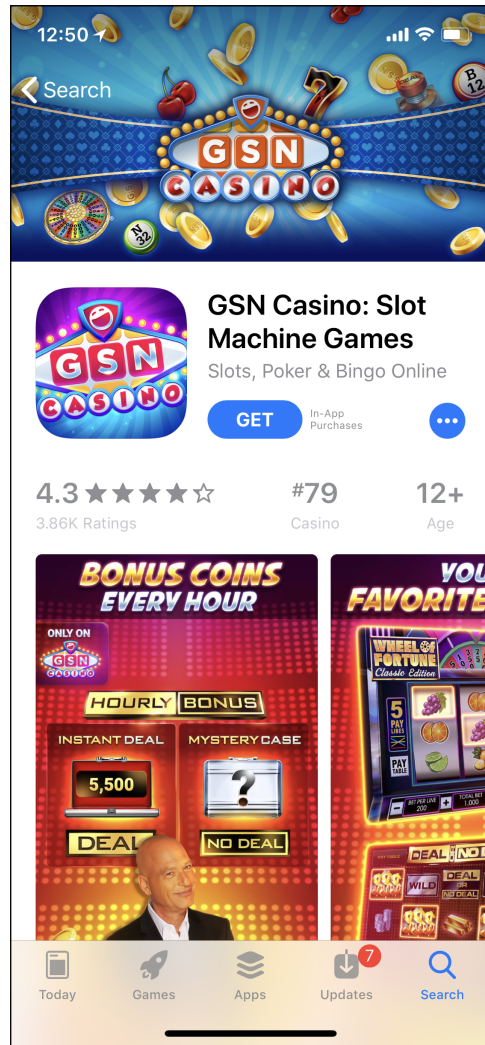
22 25. Apple iOS users navigate to the App Store to download the GSN Casino mobile

23 <sup>10</sup> *Bingo! GSN buys Bash Gaming for an estimated \$160M to \$170M,*  
24 <https://venturebeat.com/2014/02/25/bingo-gsn-buys-bash-gaming-for-an-estimated-160m-to-170m/> (last visited May  
4, 2018).

25 <sup>11</sup> *Sony's GSN Games acquires rival U.K. social casino slots studio Plumbee | GamesBeat,*  
26 <https://venturebeat.com/2016/02/15/sonys-gsn-games-acquires-rival-u-k-social-casino-slots-studio-plumbee/> (last  
visited May 4, 2018).

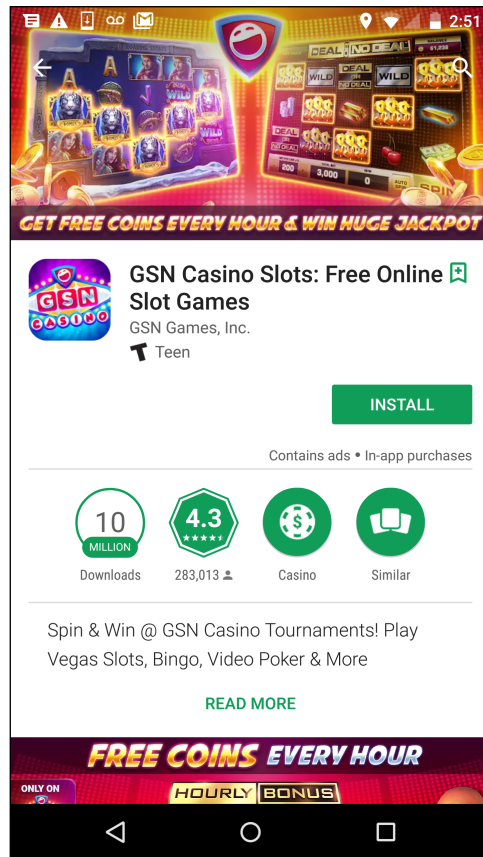
27 <sup>12</sup> *Id.*

1 app. They are never presented with terms of any kind before downloading the app. *See* Figure 1.



19 **(Figure 1.)**

20 26. Similarly, Android users navigate to the Google Play Store and download the  
21 GSN Casino app by clicking the “INSTALL” button. Consumers are not presented with any  
22 terms when downloading GSN’s casino games from the Play Store. *See* Figure 2.



(Figure 2.)

27. When a consumer launches the GSN mobile app, they are first presented with a loading screen. The loading screen advertises various GSN casino games and states “Connecting to Fun” while the player connects to Defendant’s servers. See Figure 3.



(Figure 3.)

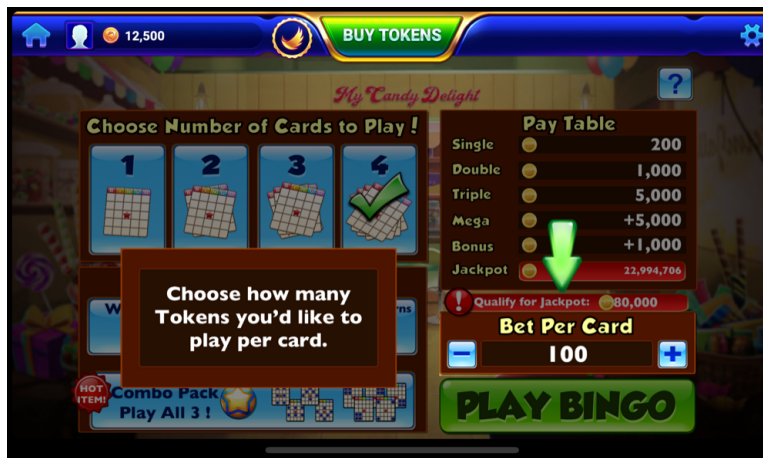
28. Then, GSN presents consumers with various offers to purchase tokens with real money at a discount. As shown in Figure 4, GSN announces “Stock up & spin! Pick up a Token

1 package now” and offers to include “800% free” tokens with the purchase of tokens with real  
 2 money.



11 (Figure 4.)

12 29. Consumers can either accept GSN’s offer to purchase discounted tokens or they  
 13 can dismiss the offer and play GSN’s casino games, as shown in Figure 5.



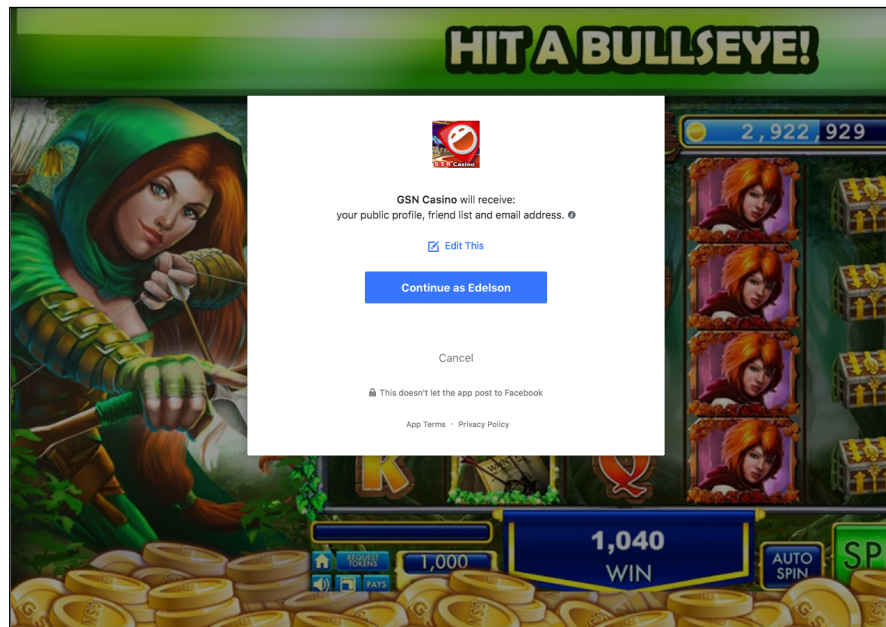
22 (Figure 5.)

23 **B. Facebook Users**

24 30. Consumers can also play GSN’s casino games via Facebook. Like with GSN’s  
 25 mobile version, Facebook users are not required to create an account with GSN to play its  
 26 various casino games. Nor are consumers presented with any terms (or, of course, asked to  
 27 consent to them).



1 31. Consumers first login to their Facebook accounts. Facebook presents first time  
 2 GSN Casino game players with a privacy notification informing them that “GSN Casino will  
 3 receive: your public profile, friend list and email address.” Consumers are able to modify the  
 4 amount of data Facebook shares with GSN by selecting “Edit This.” But when the consumer  
 5 clicks “Continue as [Consumer’s Facebook Name]” the consumer is redirected to GSN’s games  
 6 without ever having been presented with any terms of service. *See* [Figure 6](#).



17 **(Figure 6.)**

18 32. Next, GSN presents consumers a loading screen while they connect to GSN’s  
 19 game servers. *See* [Figure 7](#).



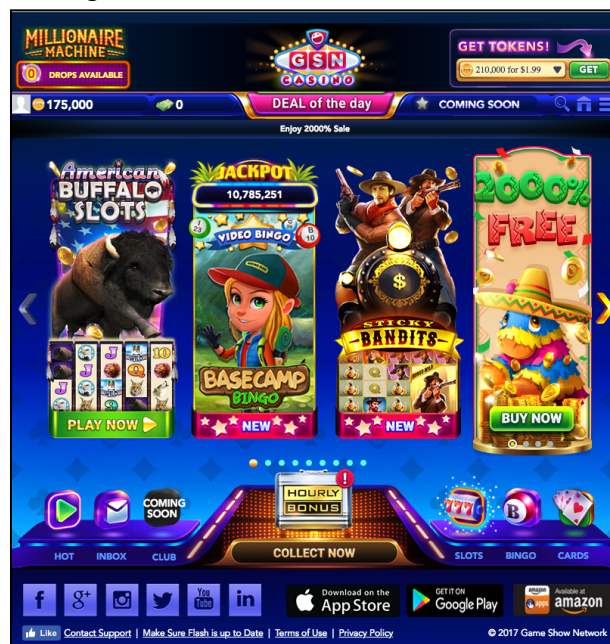
27 **(Figure 7.)**

1 33. Once the consumer connects to GSN’s game servers, GSN shows various offers  
 2 to purchase tokens at a discount. For example, GSN offers consumers “2000% Free” additional  
 3 tokens when they purchase tokens with real money. *See Figure 8.*



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14 (Figure 8.)

15 34. Finally, the consumer can play GSN’s casino games by selecting one of its many  
 16 slot machines. *See Figure 9.*

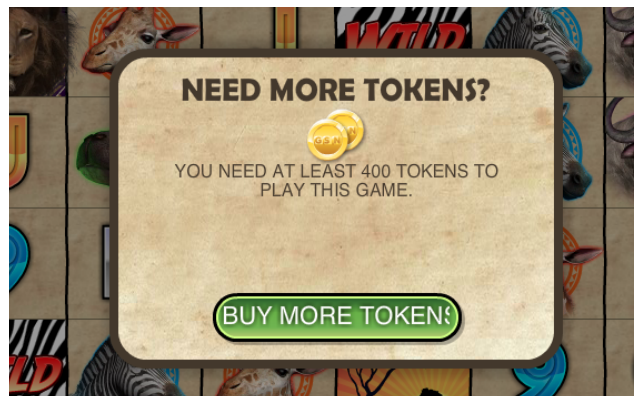


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27 (Figure 9.)

1 **IV. Defendant’s Online Casino Contains Unlawful Games of Chance**

2 35. Consumers visiting Defendant’s online casino for the first time are awarded free  
3 tokens. These free sample tokens offer a taste of gambling and are designed to encourage players  
4 to get hooked and buy more tokens for real money.

5 36. After they begin playing, consumers quickly lose their initial allotment of tokens.  
6 Immediately thereafter, Defendant asks consumers via a pop up “NEED MORE TOKENS?” and  
7 informs them “YOU NEED AT LEAST 400 TOKENS TO PLAY THIS GAME.” See Figure 10.



15 **(Figure 10, showing GSN’s Facebook game.)**

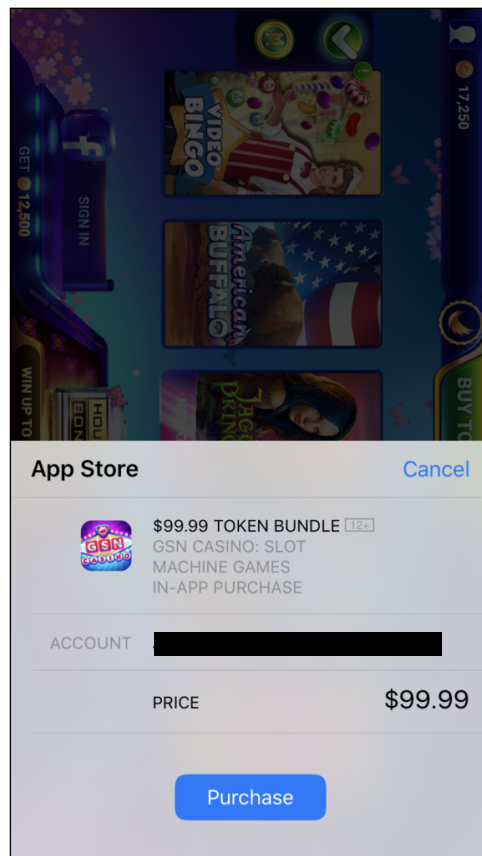
16 37. By clicking “BUY MORE TOKENS” GSN presents consumers with an offer to  
17 purchase tokens with real money. Defendant’s tokens range in price from \$1.99 for 180,000  
18 tokens to \$399.99 for 175,000,000 tokens. See Figure 11. GSN’s offer to purchase tokens with  
19 real money is substantially the same on its mobile app and on Facebook. Once players run out of  
20 their allotment of free tokens, they cannot continue to play the game without buying more tokens  
21 for real money.



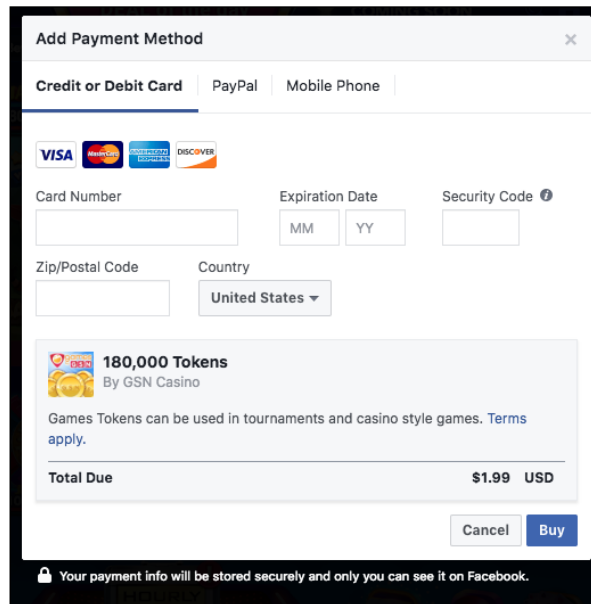


(Figure 11, showing GSN’s Facebook game.)

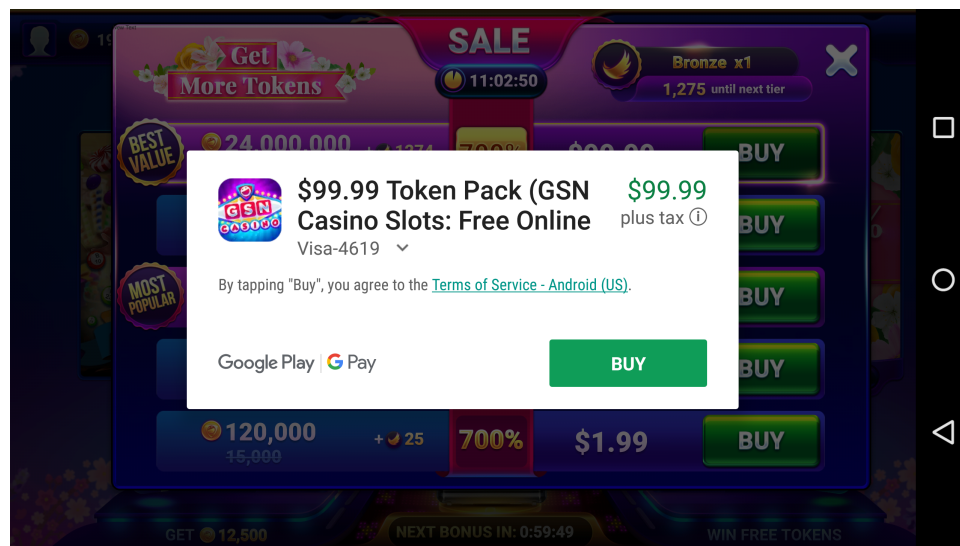
38. Even during the check-out process when consumers purchase tokens with real money, GSN does not show consumers any terms for its casino games. See Figures 12-14.



(Figure 12, showing the token purchase page on iOS. Redacted for privacy.)



(Figure 13, showing the token purchase page on Facebook.)



(Figure 14, showing the token purchase page on Android.)

39. Notably, for the Facebook and the Android token purchase pages the consumer is presented with a link to the payment processor’s terms: Facebook and Google, respectively. The consumer is not presented with terms for GSN’s casino.

40. The decision to sell tokens by the thousands isn’t an accident. Rather, Defendant attempts to lower the perceived cost of the tokens (costing just a fraction of a penny per token) while simultaneously maximizing the value of the award (awarding millions of tokens in

1 jackpots), further inducing consumers to bet on its games.

2 41. To begin wagering, players select the “BET” that will be used for a spin, as  
 3 illustrated in Figure 15, which shows one of Defendant’s slot machine games in GSN Casino.  
 4 Defendant allows players to increase or decrease the amount he or she can wager and ultimately  
 5 win (or lose).



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 8 **(Figure 15.)**

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

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

22 **FACTS SPECIFIC TO PLAINTIFF BELL**

23 44. In 2016, Plaintiff Elise Bell began playing GSN Casino on Facebook. After  
 24 Plaintiff lost the balance of her initial allocation of free tokens, she purchased tokens from the  
 25 Defendant’s electronic store.

26 45. Thereafter, Bell continued playing various slot machines and other games of  
 27 chance within Defendant’s casino where she would wager tokens for the chance of winning

1 additional tokens. Starting in, September 2016, Plaintiff Bell wagered and lost (and Defendant  
2 therefore won) over \$700 at Defendant’s games of chance.

3 **CLASS ALLEGATIONS**

4 46. **Class Definition:** Plaintiff Elise Bell brings this action pursuant to Fed. R. Civ. P.  
5 23(b)(2) and (b)(3) on behalf of herself and a Class of similarly situated individuals, defined as  
6 follows:

7 All persons in the State of Washington who purchased and lost tokens at  
8 Defendant’s online casino games.

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

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

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

- 24 a. Whether Defendant’s online casino games are “gambling” as defined by  
25 RCW § 9.46.0237;  
26 b. Whether Defendant is the proprietor for whose benefit the online casino  
27 games are played;

- 1 c. Whether Plaintiff and each member of the Class lost money or anything of
- 2 value by gambling;
- 3 d. Whether Defendant violated the Washington Consumer Protection Act,
- 4 RCW § 19.86.010, *et seq.*; and
- 5 e. Whether Defendant has been unjustly enriched as a result of its conduct.

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

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

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

26 52. **Superiority:** This case is also appropriate for certification because class  
27 proceedings are superior to all other available methods for the fair and efficient adjudication of

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

12 53. Plaintiff reserves the right to revise the foregoing “Class Allegations” and “Class  
 13 Definition” based on facts learned through additional investigation and in discovery.

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

17 54. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

18 55. Plaintiff, members of the Class, and Defendant are all “persons” as defined by  
 19 RCW § 9.46.0289.

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

25 57. “Gambling,” defined by RCW § 9.46.0237, “means staking or risking something  
 26 of value upon the outcome of a contest of chance or a future contingent event not under the  
 27 person's control or influence.”

1           58. Defendant’s “tokens” sold for use in its online gambling games are “thing[s] of  
2 value” under RCW § 9.46.0285.

3           59. Defendant’s online gambling games are illegal gambling games because they are  
4 online games at which players wager things of value (the tokens) and by an element of chance  
5 (*e.g.*, by spinning an online slot machine) are able to obtain additional entertainment and extend  
6 gameplay (by winning additional tokens).

7           60. Defendant GSN is the proprietor for whose benefit the online gambling games are  
8 played because it owns the online gambling games and operates those games for its own profit.

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

14           62. In addition, Defendant’s online gambling games are not “pinball machine[s] or  
15 similar mechanical amusement device[s]” as contemplated by the statute because:

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

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







1           70. 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           71. 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           72. 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  
10 limiting the nature and scope of gambling activities and by strict regulation and  
11 control.

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

22           73. Defendant has violated RCW § 9.46.010, *et seq.*, because its Defendant’s online  
23 games are illegal online gambling games as described in ¶¶ 54 to 67 *supra*.

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

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



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

4 **PRAYER FOR RELIEF**

5 Plaintiff Elise Bell, individually and on behalf of all others similarly situated, respectfully  
6 requests that this Court enter an Order:

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

22 **JURY DEMAND**

23 Plaintiff requests a trial by jury of all claims that can be so tried.  
24  
25  
26  
27

Dated: May 16, 2018

Respectfully Submitted,

By: /s/Janissa A. Strabuk  
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*\*Pro hac vice admission to be sought.*

*Attorneys for Plaintiff and the Putative Class*

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

ELISE BELL, individually and on behalf of all others similarly situated

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

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

Tousley Brain Stephens PLLC; 1700 7th Avenue, Ste. 2200, Seattle, WA 98101; 206-682-5600

DEFENDANTS

GAME SHOW NETWORK, LLC, a Delaware limited liability company

County of Residence of First Listed Defendant Los Angeles County, 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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, 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)(2), RCW § 4.24.070, RCW § 19.86.010, et seq. Brief description of cause: Violations of RCW § 4.24.070, RCW 19.86.010, et seq., and Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.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

DATE 05/16/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Janissa A. Strabuk

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

### Authority For Civil Cover Sheet

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. 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 Rule 8(a), F.R.Cv.P., 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.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 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.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN 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 Rule 23, F.R.Cv.P.  
 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 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

ELISE BELL, individually and on behalf of all others
similarly situated

Plaintiff(s)

v.

GAME SHOW NETWORK, LLC, a Delaware limited
liability company

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GAME SHOW NETWORK, LLC
c/o National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Janissa A. Strabuk
Cecily C. Shiel
Tousley Brain Stephens PLLC
1700 7th Avenue, Ste. 2200
Seattle, WA 98101

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Game Show Network Has 'Illegally Profited' from Online GSN Casino Game in Washington](#)

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