

BRODSKY & SMITH, LLC
 Jason L. Brodsky (SBN 019411996)
 Evan J. Smith (SBN 021271996)
 Ryan P. Cardona (SBN 093162013)
 1310 Kings Highway N.
 Cherry Hill, NJ 08034
 Tel. (856) 795-7250

Attorneys for Plaintiffs

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| <p>PAUL MANGANARO, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>FANDUEL, INC., BETFAIR INTERACTIVE US LLC, NEW MEADOWLANDS RACETRACK, LLC, and DOES 1 – 10, inclusive,</p> <p style="text-align: center;">Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: CAMDEN COUNTY</p> <p>DOCKET NO.:</p> <p>CLASS ACTION COMPLAINT FOR</p> <ol style="list-style-type: none"> 1. Violations of the N.J. Consumer Fraud Act, N.J.S.C. § 56:8-1, <i>et seq.</i>; 2. Breach of Contract; 3. Fraud; and 4. Civil Conspiracy <p>JURY TRIAL DEMANDED</p> <p>CIVIL ACTION</p> |
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Plaintiff Paul Manganaro (hereinafter referred to as the “Plaintiff”), by and through his attorneys, on behalf of himself and those similarly situated files this action against defendant FanDuel, Inc., (“FanDuel”) Betfair Interactive US LLC (“Betfair”), and New Meadowlands Racetrack, LLC (“New Meadowlands”, collectively with FanDuel and Betfair, the “Defendants”) and alleges upon information and belief, except for those allegations that pertain to him, which are alleged upon personal knowledge, as follows.

1. Plaintiff brings this class action against Defendants for violations of the New Jersey Consumer Fraud Act (the “CFA”), breach of contract, and fraud, on behalf of himself and all other persons in the state of New Jersey who deposited money into a sportsbook account with Defendants’ sports betting service and were impermissibly disallowed from withdrawing their own money from said accounts without first gambling or “betting it through” all deposited monies.

2. Plaintiff seeks, on behalf of all persons in the state of New Jersey that deposited money into an online FanDuel sportsbook account and sought a return of their monies prior to gambling these monies, 1) restitution or a return of all unused or monies not gambled, 2) compensatory damages, 3) treble damages on monies not returned to class members, 4) injunctive relief requiring the Defendants to change its terms and conditions listed on its website to make clear which monies need to be gambled, 5) attorney's fees and costs, and 6) to obtain any other relief that this Court deems necessary.

THE PARTIES

3. Plaintiff Paul Manganaro is a citizen and resident of the State of New Jersey, with a FanDuel sportsbook account and sought to withdraw his deposited monies that had not been gambled.

4. Defendant FanDuel, Inc. is a related entity and part of the FanDuel Group, which is an American gambling company that offers sportsbook, daily fantasy sports, online casino and online horse race betting products. Defendant FanDuel, Inc. is a corporation organized under the laws of Delaware and has its principal place of business at 300 Park Avenue South, 14th Floor, New York, NY 10010.

5. Defendant Betfair Interactive US LLC is a related entity to FanDuel. Defendant Betfair is a limited liability company organized under the laws of Delaware and has its principal place of business in Los Angeles, CA.

6. Defendant New Meadowlands Racetrack, LLC is a related entity to FanDuel. Defendant New Meadowlands is a limited liability company organized under the laws of Delaware and has its principal place of business in East Rutherford, NJ.

7. The true name and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over the Defendants since Defendants'

principal place of business is in New Jersey, directly or by agents transact business in New Jersey, caused tortious injury in New Jersey and by an act or omission outside the State while regularly doing and/or soliciting business, engaging in other persistent course of conduct in the State, and/or deriving substantial revenue from goods or manufactured products used or consumed in New Jersey.

9. Venue is proper in this Court since the Defendants regularly transact business in this County, the wrongs complained of herein occurred in this County, and Plaintiff resides in this County.

CLASS ACTION ALLEGATIONS

10. Plaintiff brings this case on his own behalf and as a class action, pursuant to N.J. Court Rule 4:32-1, on behalf of himself and all other persons in the state of New Jersey who deposited money into an online sportsbook account with Defendants' sports betting service, and were denied the return of their monies they did not gamble or play through, except Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of the Defendants, who will be threatened with injury arising from Defendants' actions as are described more fully below (the "Class").

11. This action is properly maintainable as a class action.

12. The Class is so numerous that joinder of all members is impracticable. According to its website, FanDuel currently has over twelve million registered users.

13. There are questions of law and fact that are common to the Class and that predominate over questions affecting any individual class member. The common questions include, *inter alia*, the following:

- a. Whether Defendants' conduct amounts to an "unlawful practice" in connection with the sale or advertisement of "merchandise" under the CFA and is thus in violation of the CFA;
- b. Whether Defendants conduct amounts to fraud;
- c. Whether Defendants have committed breach of contract for violating the Terms of Use;

- d. Whether Defendants have engaged in a civil conspiracy to violate the CFA, commit fraud, and/or commit breach of contract;
- e. Whether Plaintiff and the other members of the Class are being and will continue to be injured by the wrongful conduct alleged herein and, if so, what is the proper remedy and/or measure of damages; and
- f. Whether Plaintiff and the other members of the Class are entitled to attorney's fees and costs.

14. Plaintiff is committed to prosecuting the action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class.

15. Plaintiff will fairly and adequately protect the interests of the members of the Class, and has retained counsel competent and experienced in class action litigation. Plaintiff has no interests antagonistic to, or in conflict with, those of the Class.

16. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class, which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests.

17. There will be no difficulty in the management of this action as a class action. Upon information and belief, the Defendants know the names and addresses of each class member, the date each class member requested a return of their monies, and the amount of monies each class member had in their account that had not been bet through.

18. Here, judicial economy will be served by the maintenance of this lawsuit as a class action, in that it is likely to avoid the burden which would be otherwise placed upon the judicial system by the filing of thousands of similar suits by individuals who have deposited money into an online sportsbook account with Defendants' sports betting service. There are no obstacles to effective and efficient management of the lawsuit as a class action.

SUBSTANTIVE ALLEGATIONS

FanDuel's Services

19. FanDuel is an American gambling company that offers sportsbook, daily fantasy sports, online casino and online horse race betting products. FanDuel operates its services, website, and app, in concert with Betfair and New Meadowlands and, as per the relevant Terms and Conditions, FanDuel and Betfair utilize New Meadowlands' New Jersey sports wagering license to operate online sports betting related gaming in this state.

20. On its website, www.fanduel.com (the "Website"), the Defendants displays several statements designed to advertise its product and induce potential consumers into signing up and placing sports betting wagers.

21. Some of these advertisements explicitly describe the ease at which potential consumers should expect to be able to both deposit and withdraw funds from their FanDuel sportsbook accounts. For example, when advertising its "Online Sportsbook" service, the Website promises potential consumers "easy deposits and fast payouts." Similarly, in touting its "FanDuel Sportsbook App," the Website states that "cashing out" is "lightning fast" and that one can expect "convenience, safety and security" from utilizing FanDuel's services.

22. Moreover, should a consumer have further questions regarding the withdrawal of funds, several areas of the Website's Terms of Use discuss this issue. These Terms of Use, found on Defendants' Website, specifically discuss "Deposits and Withdrawals Generally" in § 4.5, and such section states in its entirety -

4.5 Deposits and Withdrawals Generally

By depositing funds or entering paid contests, you agree to provide us with a valid mailing address, date of birth and social security number and any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you. While your account is pending verification, you may be able to deposit funds into your account and participate in contests, but you will not be able to withdraw any funds from your account until verification is complete. If we are unable to verify you, we reserve the right to suspend your account and withhold any funds until such time as we have been able to successfully verify you.

We also may conduct checks for Terms compliance, including anti-fraud checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. **Subject to such checks,**

you may close your account and withdraw your deposits and/or winnings at any time and for any reason.

Deposits, and player winnings after contests are finished, are held in a separate, segregated bank account by a subsidiary of FanDuel, Inc. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and FanDuel may not use them to cover its operating expenses or for other purposes. Your withdrawals will be made from this segregated bank account, and checks issued from that account may bear the name of FanDuel's subsidiary.

FanDuel may limit the amount a user can deposit into his or her account in accordance with state-imposed deposit limits.

In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your deposit (by entering contests) whose total entry fees equal the value of the deposit to receive the entirety of such bonus.

Terms of Use, § 4.5, <https://www.fanduel.com/terms> (emphasis added).

23. As clearly stated in its Website's own terms, subject to any checks for fraud, and excepting circumstances in which the monies deposited were linked to a FanDuel promotion granting a bonus or other benefit, a consumer is entitled to "withdraw deposits and/or winnings at any time for any reason."

24. Significantly, Defendants' Terms of Use, constitutes a written agreement between Defendants and all of its consumers, including Plaintiff, for the use of Defendants services. Terms of Use, § 1, <https://www.fanduel.com/terms>

25. Additionally, in the "Terms and Conditions" governing the use of FanDuel Sportsbook New Jersey, § 7.2 related to Withdrawals contains no restrictions regarding whether or not funds placed into an account must be bet before they are withdrawn.¹

26. However, it is clear, based on the facts below, that Defendants' advertisements are fraudulent, misleading, and incorrect, and consumers are unable to withdraw deposited funds without betting them first.

¹ Notably, Defendants are ambiguous as to which one, or both, of the Terms of Use and Terms and Conditions apply to Plaintiff and other Class members' use of FanDuel's services in New Jersey. Plaintiff asserts that to the extent that the competing agreements conflict with one another, the ambiguity created is an additional "unlawful act" under the CFA designed to mislead consumers.

Plaintiff's Use of FanDuel's Services

27. Plaintiff was interested in creating a FanDuel Sportsbook account in large part due to the advertising materials indicating that consumers could easily and conveniently deposit and withdraw funds from a FanDuel Sportsbook account.

28. Prior to creating his account with FanDuel, Plaintiff was aware of the Defendants' Terms of Use and Terms and Conditions and the advertising's claims that he could deposit and withdraw funds from a FanDuel Sportsbook account easily and at his discretion without gambling all of his monies.

29. This was because all the Defendants' advertising and available written materials indicated that Plaintiff, or any other FanDuel customer, could easily deposit and withdraw unused funds from their account at their discretion. Therefore, based upon the foregoing, on February 10, 2022, Plaintiff signed up for FanDuel's services by creating a FanDuel Sportsbook account. Shortly thereafter, Plaintiff received an e-mail welcoming him to FanDuel and confirming that his account was created.

30. When Plaintiff signed up for FanDuel's services he did not elect to enter into any promotions through FanDuel, including any promotion to receive a bonus or other benefit, or otherwise. Significantly, the email confirmation Plaintiff received on February 10, 2022 regarding his account activation made no mention of any promotion involved in the creation of Plaintiff's FanDuel Sportsbook account.

31. On February 11, 2022, Plaintiff deposited five hundred dollars (\$500.00) to his FanDuel Sportsbook account. Shortly thereafter, Plaintiff received an e-mail confirming that his \$500.00 was deposited into his FanDuel Sportsbook account.

32. At the time of depositing these funds into his account, Plaintiff did not enter into any FanDuel promotions, and the February 11, 2022 e-mail confirmation regarding the deposit of Plaintiff's funds made no mention to any entered promotions.

33. On February 12, 2022, Plaintiff placed a bet through his FanDuel Sportsbook account utilizing a portion of the money he had previously deposited therein. Specifically, Plaintiff bet two hundred (\$200.00) on the Los Angeles Rams to cover the spread in Super Bowl LVI, which was scheduled to take place on February 13, 2022.

34. Again, at the time of placing the \$200.00 bet with funds in his FanDuel Sportsbook account, Plaintiff did not enter into any FanDuel promotions, and the February 12, 2022, e-mail confirmation regarding the placement of this bet made no mention to any entered promotions.

35. On February 13, 2022, the Los Angeles Rams won Super Bowl LVI but failed to cover the spread, and Plaintiff subsequently lost his \$200.00 bet.

36. Upon the bad luck of losing his initial bet, Plaintiff decided not to gamble the remaining three hundred dollars (\$300.00) in his FanDuel Sportsbook account, and initiated a withdrawal request on February 17, 2022, for all such remaining funds. Thereafter, on February 17, 2022, Plaintiff received an e-mail from FanDuel indicating that they had received his withdrawal request and indicating it would be processed in 8 – 11 business days.

37. To Plaintiff's dismay and surprise, on February 18, 2022, only one day after submitting a request to withdraw his own money from his FanDuel Sportsbook account, Plaintiff received an e-mail indicating that his withdraw request was rejected, providing as a reason for such rejection that "You can only withdraw winnings or eligible promotions."

38. As stated previously, Plaintiff created an account with Defendants in large part due to the advertising materials indicating that consumers could easily and conveniently deposit and withdraw funds from a FanDuel Sportsbook account.

39. However, despite Defendants' own advertising and its Terms of Use, promising that any "deposits and/or winnings" may be withdrawn by consumers "at any time for any reason," Defendants refused to properly return Plaintiff's \$300.00.

40. Defendants are currently impermissibly and illegally holding Plaintiff's funds and refusing to return them unless and until Plaintiff bets such funds.

41. Defendants intended for Plaintiff and members of the Class to be misled. It is also aware that the longer they hold class members monies and/or make it difficult for class members to receive a refund of their deposited monies, the more likely that it is that these monies will be subsequently gambled and lost.

42. Defendants' misleading and deceptive practices proximately caused harm to the Plaintiff and members of the Class.

43. Defendants' misleading and deceptive practices constitute an unlawful act in violation of the CFA.

44. Defendants' misleading and deceptive practices constitute breach of contract.

45. Defendants' misleading and deceptive practices constitute fraud.

46. Defendants' misleading and deceptive practices constitute civil conspiracy.

COUNT I

(Violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq.)

47. Plaintiff re-alleges and incorporates by reference the above allegations set forth in the Complaint as if fully set forth herein. This claim arises under the CFA and is brought on behalf of Plaintiff and the Class against Defendants.

48. The CFA and related regulations are "designed to promote the disclosure of relevant information to enable the consumer to make intelligent decisions in the selection of products and services." *Div. of Consumer Affairs v. Gen. Elec. Co.*, 244 N.J. Super 349 (App. Div. 1990). This disclosure to consumers is at the heart of the CFA as the capacity to mislead is the "prime ingredient of all types of consumer fraud" under the CFA. *Quigley v. Esquire Deposition Servs., LLC*, 409 N.J. Super. 69, 78 (2010).

49. In order to violate the CFA, a person must commit an "unlawful practice" in connection with the sale or advertisement of "merchandise" or "real estate." N.J.S.A. 56:8-2.

50. Notably, the CFA defines the term "merchandise" broadly to include "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c). The statute also defines "advertisement" to include any attempt to induce a person to acquire an interest in merchandise. N.J.S.A. 56:8-1.

51. Additionally, the CFA defines "unlawful practice" as:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has

in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.

N.J.S.A. 56:8-2.

52. Courts in this state have affirmed that the CFA should be applied in a broad manner to accomplish its purpose, noting that, “The language of the CFA evinces a clear legislative intent that its provisions be applied broadly in order to accomplish its remedial purpose, namely, to root out consumer fraud.” *Bandler v. Landry’s Inc.*, 464 N.J. Super 311, 321 (2020) (citing *Lemelledo v. Beneficial Management Corp.*, 150 N.J. 255 (1977)). See also, *Barry v. Arrow Pontiac, Inc.*, 100 N.J. 57, 69 (1985) (noting that the CFA should be construed liberally in favor of consumers).

53. Additionally, “The ‘rights, remedies, and prohibitions’ created by the CFA are cumulative to any other rights, remedies, and prohibitions created by the common law or other statutes.” *Bandler*, 454 N.J. Super at 319-20. (citing *Lemelledo*, 150 N.J. 255 (citing N.J.S.A. 56:8-2.13)).

54. The CFA explicitly allows for a private right of action, legal and equitable relief, the award of treble damages to injured parties, and an award for reasonable attorneys’ fees and costs. N.J.S.A. 56:8-19.

55. Defendants are each a “person” as defined by the CFA, N.J.S.A. 56:8-1(d).

56. Defendants’ online sportsbook, whether accessed through Defendants’ Website or its Mobile App, constitute “merchandise” as defined by the CFA, N.J.S.A. 56:8-1(c).

57. Defendants’ statements regarding the use of its online sportsbook on its website and in the Terms of Use constitute an “advertisement” as defined by the CFA, N.J.S.A. 56:8-1(a).

58. Defendants’ conduct in failing to disburse funds of Plaintiff’s and other consumer’s accounts unless those funds are first used to place bets constitutes an “unlawful act” as defined by the CFA, N.J.S.A. 56:8-2.

59. Defendants’ activities described above are prohibited pursuant to the CFA.

60. Defendants’ unfair and deceptive acts and practices have violated the CFA, because they are unlawful acts designed to mislead consumers.

61. As a direct and proximate result of Defendants’ unlawful, unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages in that their own money

was withheld from them unless they used it to fund bets through Defendants' service. Further, by refusing to timely return class members monies, they have unlawfully induced class members to gamble and lose these and additional monies.

62. Plaintiff and the Class are entitled to relief in the form of restitution, compensatory damages, treble damages, injunctive relief, attorneys' fees and costs.

COUNT II

(Breach of Contract)

63. Plaintiff re-alleges and incorporates by reference all of the above allegations set forth in the Complaint as fully set forth herein.

64. This claim arises from a claim of Breach of Contract and is brought on behalf of Plaintiff and the Class against Defendants.

65. Defendants maintain their sports betting service which can be accessed either through the Website or the Mobile App.

66. The use of Defendants' sports betting service is governed by the Terms of Use, found on the Website.

67. The Terms of Use explicitly state that consumers may "withdraw your deposits and/or winnings at any time and for any reason" subject to checks for fraud and excepting cases in which deposits were tied to promotions.

68. Defendants refused to disburse Plaintiff's funds from his account which had not yet been used to place bets despite Plaintiff not depositing said funds in the account in relation to any promotion.

69. As a direct and proximate result of Defendants' unlawful, unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages in that their own money was withheld from them unless they used it to fund bets through Defendants' service. Further, by refusing to timely return class members monies they have unlawfully induced class members to gamble and lose these and additional monies.

70. Plaintiff and the Class are entitled to relief in the form of restitution, compensatory damages, injunctive relief, attorneys' fees and costs.

COUNT III

(Fraud)

71. Plaintiff re-alleges and incorporates by reference all of the above allegations set forth in the Complaint as fully set forth herein.

72. This claim arises from a claim of Fraud and is brought on behalf of Plaintiff and the Class against Defendants.

73. As discussed above, Defendants provided Plaintiff and members of the Class with false or misleading material information regarding the ability for consumers to “withdraw your deposits and/or winnings at any time and for any reason” from a FanDuel Sportsbook account subject to checks for fraud and excepting cases in which deposits were tied to promotions.

74. This misrepresentation and omission made by Defendants, upon which members of the Class reasonably and justifiably relied, were intended to induce and actually induced members of the Class to sign up for FanDuel Sportsbook accounts and to deposit funds therein.

75. As a direct and proximate result of Defendants’ unlawful, unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages in that their own money was withheld from them unless they used it to fund bets through Defendants’ service. Further, by refusing to timely return class members monies they have unlawfully induced class members to gamble and lose these and additional monies.

76. Plaintiff and the Class are entitled to relief in the form of restitution, compensatory damages, punitive damages, injunctive relief, attorneys’ fees and costs.

COUNT IV

(Civil Conspiracy)

77. Plaintiff re-alleges and incorporates by reference all of the above allegations set forth in the Complaint as fully set forth herein.

78. Defendants acted in concert and conspired to plan, advertise and effect the unlawful conduct described herein.

79. As a direct and proximate result of the conspirators unlawful, unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages in that their own money was withheld from them unless the used it to fund bets through Defendants’ service.

Further, by refusing to timely return class members monies they have unlawfully induced class members to gamble and lose these and additional monies.

80. Plaintiff and the Class are entitled to relief in the form of restitution, compensatory damages, treble damages, punitive damages, injunctive relief, attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants and requests the following relief:

- A. That this Court certify the proposed Class;
- B. That this Court certify Plaintiff as class representatives on behalf of the Class;
- C. That this Court award restitution to the Plaintiff and the Class pursuant to N.J.S.A. 56:8-19;
- D. That this Court award compensatory damages to the Plaintiff and the Class pursuant to N.J.S.A. 56:8-19;
- E. That this Court award treble damages to the Plaintiff and the Class pursuant to N.J.S.A. 56:8-19;
- F. That this Court enjoin Defendants under the CFA, N.J.S.A. 56:8-19, as follows:
 - a. To cease such acts and practices declared by this Court to be an unlawful practice;
 - b. To immediately release all improperly held funds of putative class members, and provide an accounting of the same to Plaintiff's counsel;
 - c. To amend the Terms and Conditions on the Defendants' Website to make clear when deposited monies can and when they cannot be withdrawn from customer accounts.
- G. That this Court award reasonable attorney's fees and costs pursuant to N.J.S.A. 56:8-19;
- H. That this Court award costs of suit incurred herein pursuant to N.J.S.A. 56:8-19;
- I. That this Court award prejudgment interest to the extent allowed by law;
- J. That this Court award punitive damages where allowable in the above counts; and

K. That this Court award such other and further relief as it deems necessary, just, proper, and appropriate.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this Complaint will be mailed to the Attorney General of the State of New Jersey within ten days after the filing with the Court, pursuant to the CFA, N.J.S.A. 56:8-20.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the New Jersey Rule of Civil Procedure 4:25-4, Jason L. Brodsky, Evan J. Smith, and Ryan P. Cardona are hereby designated as trial counsel for Plaintiff in the above captioned matter.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury on all issues which can be heard by a jury.

CERTIFICATION

I hereby certify that, to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in the action at this time.

Dated: March 24, 2021

BRODSKY & SMITH, LLC

By: 

Jason L. Brodsky (SBN 019411996)

jbrodsky@brodskysmith.com

Evan J Smith (SBN 021271996)

esmith@brodskysmith.com

Ryan P. Cardona (SBN 093162013)

rcardona@brodskysmith.com

1040 Kings Highway N., Suite 601

Cherry Hill, NJ 08034

Phone: (856) 795-7250

Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges FanDuel Blocks Account Withdrawals Unless All Money Is Used for Betting](#)
