IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
(Civil Division)

PHILIP MOELLER,
5106 Cathedral Avenue NW
Washington, DC, 20016

on behalf of himself and all others similarly situated,

Plaintiff,

v.

BLOCKRATIZE, INC. d/b/a POLYMARKET,
New York, New York
ADVENTURE ONE QSS, INC. d/b/a POLYMARKET,
1280 Lexington Avenue, Suite 1448,
New York, New York 10028
QCX LLC d/b/a POLYMARKET US,
7251 W. Palmetto Park Road, Suite 102,
Boca Raton, Florida 33433

Defendants.

Case No. 2026-CAB-004615

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Philip Moeller, on behalf of himself and a class of those similarly situated, brings this Class Action Complaint against Defendants Blockratize, Inc. d/b/a Polymarket ("Blockratize"), Adventure One QSS, Inc. d/b/a Polymarket ("Adventure One"), and QCX LLC d/b/a Polymarket US ("Polymarket US") (collectively, "Polymarket" or "Defendants") for violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901 *et seq.* The allegations below are based on Plaintiff's personal knowledge as to Plaintiff's individual experiences, the investigation of counsel, and information and belief.

NATURE OF THE ACTION

1. Polymarket runs a prediction market—a platform where people bet real money on whether some future event will happen. For most of its existence it has been forbidden to offer that platform to anyone in the United States. In 2022 it settled federal charges that it was operating an illegal, unregistered exchange, paid a penalty, and agreed to stop serving American customers. It has been barred from offering that platform in the United States ever since—a bar that remained in place throughout the conduct described below, even after Polymarket later launched a separate, regulated United States product.[1]

2. A company that cannot lawfully sell to Americans cannot lawfully advertise to them either. So Polymarket did it without saying so. It paid young social-media creators to film themselves betting on the platform and winning—constantly and enormously—and to post those videos to American audiences as if they were ordinary users sharing good news. The videos worked, collectively drawing more than 140 million views.[2]

3. The bets were not real. The creators were not winning money on Polymarket, because they were not placing bets on Polymarket at all. They were placing them on counterfeit versions of the site—copies Polymarket itself built and ran on its own internal development servers, identical to the real platform but for a stray detail in the address bar, where a trade could be staged and an outcome could be made to come out however the video needed. One creator filmed a $1,000 bet that the President would say "fake news," with the order ticket promising a

[1]Press Release, Commodity Futures Trading Comm'n, No. 8478-22 (Jan. 3, 2022), https://www.cftc.gov/PressRoom/PressReleases/8478-22 (last visited June 24, 2026).
[2]Katherine Long et al., *They Looked Like They Were Getting Rich on Polymarket—but None of It Was Real*, WALL ST. J. (June 20, 2026), https://www.wsj.com/business/media/polymarket-social-media-bets-prediction-market-441cdeb5 (last visited June 24, 2026).

$95,238 payout; the page he was betting on was not polymarket.com but a Polymarket engineering preview build.

4. The winnings were invented the same way the bets were. In roughly one in ten of the videos, the creators went past staging the trade and staged the payoff too, splicing in old footage and fabricated headlines to make a loss look like a jackpot.[3]

5. The campaign was never deliberately disclosed to the public. Polymarket told the creators not to reveal they were paid, and most never did until reporters started asking. The creators worked from scripts the company supplied, calling their fictional winnings "free money" and "free bread." To push the videos further, Polymarket worked through a marketing firm that paid an army of users to repost the footage from accounts scrubbed of any tie to Polymarket, under instructions that every post look "personal and organic"— and that paid those reposters only when most of their audience was in the United States, the one country Polymarket was barred from serving.[4]

6. This was not a rogue contractor's improvisation. It was Polymarket's own campaign, run from the top and paid for personally by one of its most senior officers. Polymarket's chief marketing officer used a personal payment account to funnel money to the creators who carried it out. A company does not build a pixel-for-pixel forgery of its own website, script the lies its creators tell, and have an officer pay for it out of a personal account unless the deception is the plan.[5]

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[3] Caitlin Ostroff et al., *We Investigated Polymarket's Deceptive Marketing Campaign. Here's What We Found.*, WALL ST. J. (June 22, 2026), https://www.wsj.com/business/media/we-investigated-polymarkets-deceptive-marketing-campaign-heres-what-we-found-51169858 (last visited June 24, 2026).

[4] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

[5] Jason Beeferman et al., *'Unbelievable how accurate': How paid influencers hype Polymarket's odds*, POLITICO (June 5, 2026), https://www.politico.com/news/2026/06/05/polymarket-paid-political-influencers-00932789 (last visited June 24, 2026).

7. Through its staged trades, its fabricated winnings, and its concealed paid promotion, Polymarket misrepresented and omitted material facts with a tendency to mislead, in violation of the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq*. Plaintiff brings this action on behalf of himself and all similarly situated District of Columbia consumers to hold Polymarket accountable and to obtain the relief the CPPA provides.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to D.C. Code § 11-921 *et seq.* and the CPPA, D.C. Code § 28-3901 *et seq.*, because the claims are brought under the laws of the District of Columbia.

9. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423 because each Defendant transacts business in the District of Columbia and commits tortious acts in the District of Columbia as described in this Complaint.

PARTIES

10. Plaintiff Philip Moeller is a natural person and a resident and citizen of Washington, D.C.

11. Defendant Blockratize, Inc. d/b/a Polymarket is a Delaware corporation headquartered in New York, New York. Blockratize has operated the Polymarket prediction-market platform since 2020, is the sole owner of QCX LLC, and directed and funded the marketing campaign described in this Complaint.

12. Defendant Adventure One QSS, Inc. d/b/a Polymarket is a corporation organized under the laws of Panama with a principal place of business at 1280 Lexington Avenue, Suite 1448, New York, New York 10028. Adventure One owns and/or operates the offshore Polymarket

platform, which is not regulated by the CFTC and which much of the campaign described in this Complaint promoted to United States users.

13. Defendant QCX LLC d/b/a Polymarket US is a Delaware limited liability company with a principal place of business at 7251 W. Palmetto Park Road, Suite 102, Boca Raton, Florida 33433. It is the CFTC-licensed exchange that Blockratize acquired in 2025, through which Polymarket now offers its platform to users in the United States, including the District of Columbia.

COMMON FACTUAL ALLEGATIONS

A. Polymarket and Its Prediction-Market Platform

14. Polymarket is one of the largest online prediction markets in the world, a platform where ordinary people wager real money on the outcomes of future events: which candidate will win an election, whether a public figure will say a particular word, how a war or a ballgame or an economic report will turn out. The company tells the public that its markets reflect collective belief about the future, and that anyone who reads the world a little better than the crowd can profit by doing so.

15. The reality is otherwise. More than 70% of Polymarket's users lose money, while the profits run the other way: roughly 67% of all gains on the platform accrue to just 0.1% of accounts—a small circle of sophisticated traders, often using data-driven algorithmic strategies, who move the prices everyone else bets against.[6]

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[6] Neil Mehta et al., *Why Almost Everyone Loses—Except a Few Sharks—on Prediction Markets*, WALL ST. J. (May 3, 2026), https://www.wsj.com/finance/investing/polymarket-kalshi-betting-profits-prediction-markets-eb23ac11 (last visited June 24, 2026).

B. Polymarket Was Barred From the U.S. Market But Built Its American Audience Anyway

16. Polymarket has not been free to offer its platform to American users for most of its existence. In January 2022, the Commodity Futures Trading Commission found that Polymarket had been operating an illegal, unregistered trading facility since 2020. Polymarket paid a civil penalty, agreed to wind down the noncompliant markets, and agreed to stop offering its platform to customers in the United States.[7]

17. The platform did not disappear from the United States. It moved offshore and kept running, and American users continued to reach it as they always had — by using a virtual private network to disguise their location. The company that had agreed to keep Americans off its platform went on operating a platform that Americans kept using.[8]

18. In 2025, Polymarket acquired a federally licensed exchange and clearinghouse and, through that acquisition, obtained authorization to operate a regulated platform for United States users. It launched that platform late in 2025. Even then, the regulated platform drew only a fraction of the trading that ran through the offshore site.[9]

19. A company forbidden to sell its product in the United States cannot grow here by ordinary means; it cannot lawfully advertise what it is not permitted to offer. So Polymarket did the next best thing. It manufactured the appearance that Americans were already flocking to the platform and getting rich there, so that more Americans would follow.

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[7] Press Release, Commodity Futures Trading Comm'n, No. 8478-22, *supra*.

[8] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

[9] Press Release, Polymarket, *Polymarket Acquires CFTC-Licensed Exchange and Clearinghouse QCEX for $112 Million*, PR NEWSWIRE (July 21, 2025), https://www.prnewswire.com/news-releases/polymarket-acquires-cftc-licensed-exchange-and-clearinghouse-qcex-for-112-million-302509626.html (last visited June 24, 2026); Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

C. Polymarket Orchestrated, Concealed, and Personally Funded the Campaign

20. Polymarket did not advertise its platform in its own name. Instead, it recruited a roster of social-media creators, most of them college-age, and paid them to post videos of themselves trading on Polymarket and winning money—videos built to look like the spontaneous enthusiasm of ordinary users who had stumbled onto easy money. Across the videos, the message was constant: betting on Polymarket was easy, the winnings were real, and anyone watching could do the same.[10]

21. This was a managed operation, not a collection of independent endorsements. Polymarket ran the campaign through a marketing firm, Virality, that recruited the creators, supplied them with bullet-point scripts telling them what to say, and coordinated the effort. Creators sent their finished videos to Polymarket for review before posting, and when a video was unconvincing or showed signs of being staged, it was sent back to be reshot. The scripts gave the creators their lines: they were to call their fabricated winnings "free money," "free bread," and "just free."[11]

22. The campaign was engineered to spread. Polymarket worked through Virality to manage an army of social-media users—"clippers"—who reposted the creators' videos from accounts that concealed any tie to Polymarket, manufacturing the appearance of organic, widespread enthusiasm. Virality paid these clippers only when at least sixty percent of their audience was in the United States—the one market Polymarket was barred from serving. So aimed, the videos reached more than 140 million views across TikTok, Instagram, and YouTube.[12]

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[10] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.
[11] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*; Ostroff et al., *We Investigated Polymarket's Deceptive Marketing Campaign*, WALL ST. J., *supra*.
[12] *Id.*

23. The campaign was not the improvisation of an outside contractor. It was Polymarket's own, directed and paid for at the highest levels of the company. The creators who produced the videos were paid for their work, and Polymarket's chief marketing officer, Matthew Modabber, used a personal payment account—a personal PayPal account registered to a side business he co-founded—to send money to them. Through that account, Modabber moved more than $2.5 million to over 800 recipients during a fourteen-month span. That an officer of the company financed the operation personally, out of his own account, confirms that the deception was Polymarket's own: known to it, directed by it, and built into the plan. [13]

D. Polymarket Staged the Bets on Counterfeit Copies of Its Own Website

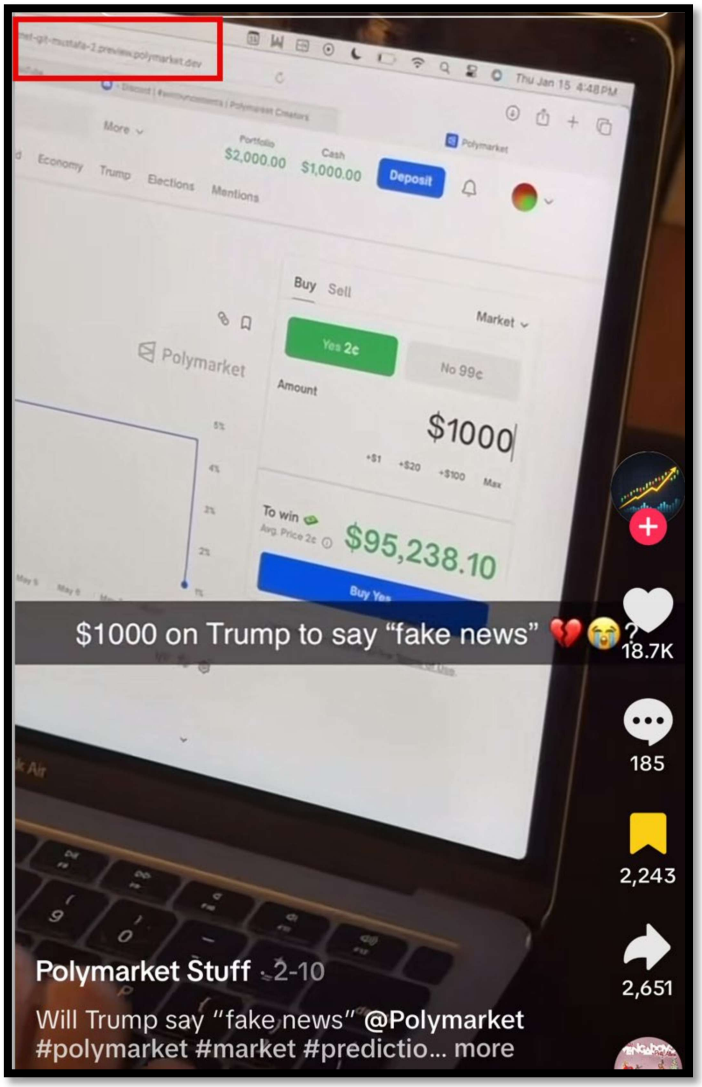
24. The trades in the videos were not real. The creators were not placing bets on Polymarket, because the sites they were betting on were not Polymarket. They were counterfeit copies—sites Polymarket itself built and ran on its own development servers, identical to the real platform on their face, where a trade could be staged and an outcome made to appear however the video required.

25. Figures 1 and 2 together capture one such staged trade. A creator films a $1,000 bet that the President will say "fake news," and the page shows the order ticket, the price chart, a portfolio balance, and a promised payout of $95,238.10. Every visible element reads as Polymarket—except the web address at the top of the screen, which is not polymarket.com. It is a build running on a test network, not the live platform where real money trades—served from Polymarket's own engineering domain, polymarket.dev. The bet in the video was never placed on

[13] Beeferman et al., *supra*.

Polymarket. It was staged on a counterfeit that Polymarket built and ran separately on its own servers.[14]

Figure 1



[14]@predictionmarkets.stuff, TIKTOK (Feb. 10, 2026), https://www.tiktok.com/@predictionmarkets.stuff/video/7605383496323910934 (last visited June 25, 2026); Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

Figure 2

26. But the build in Figure 1 was not the only counterfeit. Upon information and belief, Polymarket also ran a copy of its site at a web address designed to be mistaken for the real one: poiymarket — the lowercase "l" in "polymarket" replaced by a capital "I," a substitution invisible at a glance in a browser's address bar. A viewer who glanced up at the address to check whether the site was genuine would see what appeared to read "polymarket" and be reassured. The address itself was the disguise. When reporters contacted Polymarket about the campaign, the "poiymarket" site was taken down.[15]

[15] Ostroff et al., *We Investigated Polymarket's Deceptive Marketing Campaign*, WALL ST. J., *supra*; Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

27. Other tells confirmed that the sites were fakes. In a video promoting Polymarket's regulated United States app, the markets on the imitation interface were labeled "2026 FIFA World Cup," while the genuine app labeled the same markets "26 World Cup."[16]

E. Polymarket Fabricated the Winnings, Which Were in Reality Losses

28. In a substantial share of the videos, the creators staged the outcome too—reacting to outdated footage or fabricated headlines that made a losing bet look like a windfall. Across the videos, creators appeared to win close to $900,000. Had those same bets actually been placed on Polymarket, they would not have produced winnings at all. They would have lost more than $166,000.[17]

29. Figures 3 and 4 demonstrate the technique. A creator places a $200 bet that the President will say "Toyota" during a particular week—a wager Polymarket's own market, displayed on the same screen, prices at a two-percent chance. The video then cuts to a celebration of a roughly $11,000 win. The platform itself had priced the outcome as a near-certain loss; the video presented it as a jackpot. The creator tagged the post #viralitypoly—the signature of Virality, the firm Polymarket used to run the campaign.[18]

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[16] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

[17] Ostroff et al., *We Investigated Polymarket's Deceptive Marketing Campaign*, WALL ST. J., *supra*.

[18] @david.los13, TIKTOK (Mar. 18, 2026), https://www.tiktok.com/@david.los13/video/7618555733507984653 (last visited June 25, 2026).

Figure 3

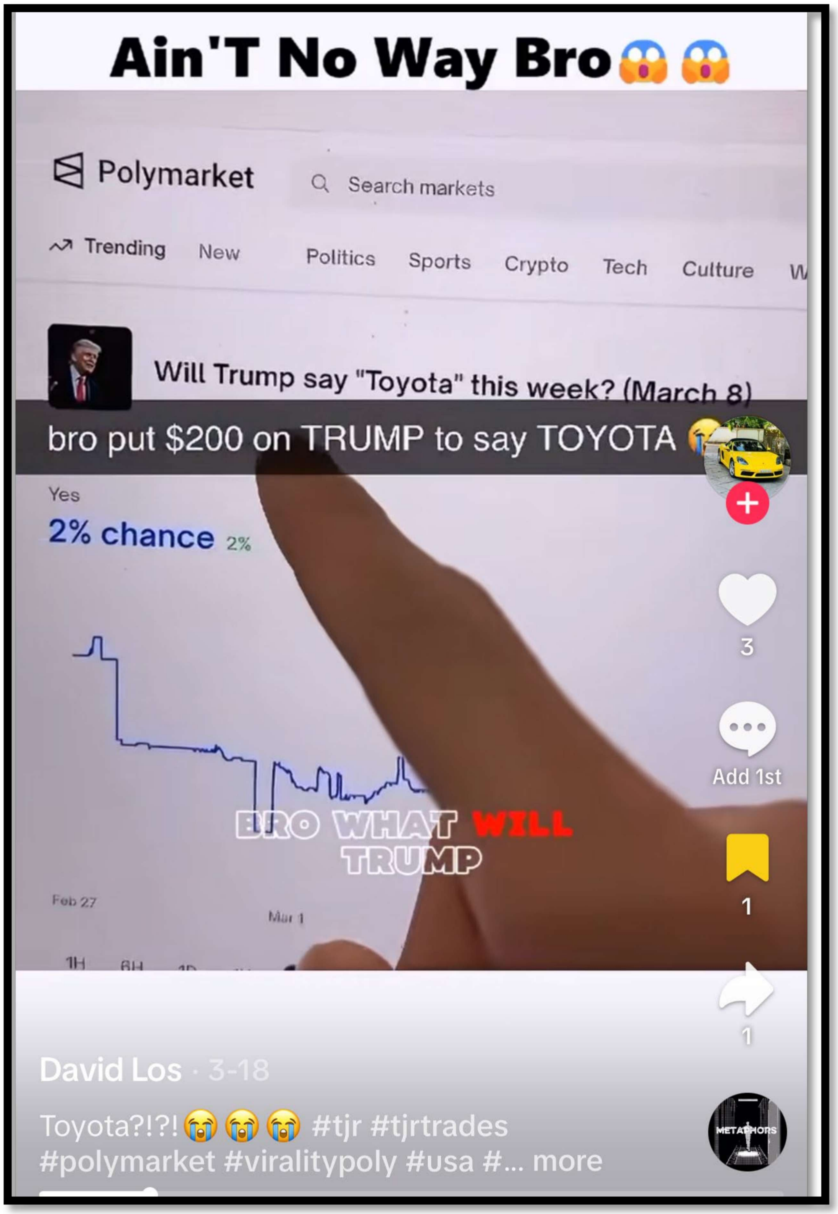
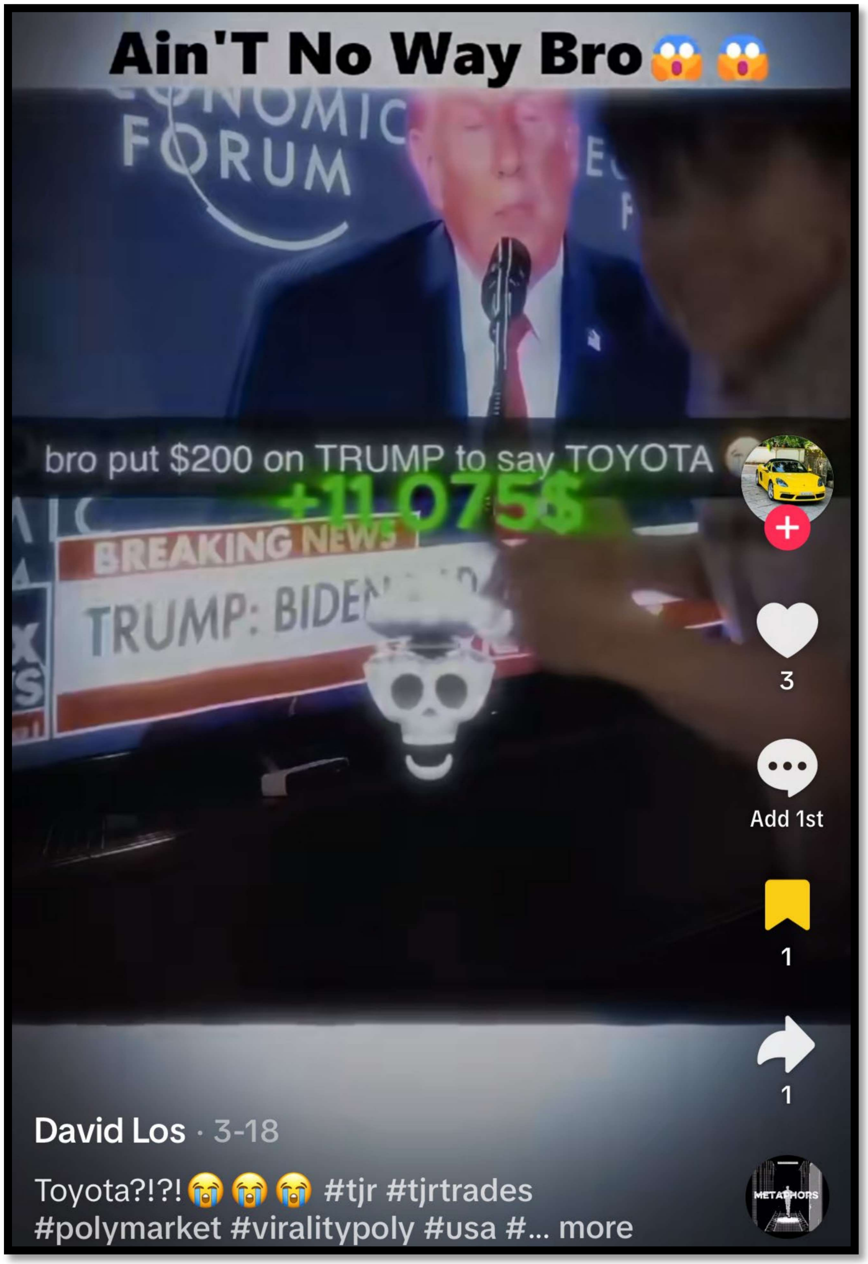

Ain'T No Way Bro 😱 😱
Polymarket
Search markets
Trending
New
Politics
Sports
Crypto
Tech
Culture
Will Trump say "Toyota" this week? (March 8)
bro put $200 on TRUMP to say TOYOTA 😭
Yes
2% chance 2%
BRO WHAT WILL TRUMP
Feb 27
Mar 1
3
Add 1st
1
1
David Los · 3-18
Toyota?!?! 😭 😭 😭 #tjr #tjrtrades #polymarket #viralitypoly #usa #... more

Figure 4



30. In another video, a creator showed himself winning $100,000 on a bet that the President would say "McDonald's" during a given month. On the real Polymarket, more than fifty accounts wagered on that question, and every one of them lost. The word was never said.[19]

[19] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

F. Polymarket Concealed That the Videos Were Paid Advertising

31. Polymarket directed the creators not to tell their audiences they were being paid. Many disclosed no connection to Polymarket at all, and began identifying themselves as Polymarket partners only after reporters started asking the company about the arrangement.[20]

32. The concealment was built into how the videos spread. To push the footage further, Virality paid an army of low-wage social-media users to repost it from sockpuppet accounts that hid any Polymarket affiliation. It would not pay reposters whose account names revealed a tie to Polymarket, and it instructed them to scrub the company's name from their profiles, so the videos spread from accounts built to look unaffiliated. Every post was to appear, in the firm's own instruction, "personal and organic."[21]

33. The effect, and the purpose, was that a viewer scrolling past one of these videos had no way to know it was an advertisement at all—let alone one Polymarket had scripted, reviewed, and paid for.

G. Consumers Encountered the Campaign With No Way to See the Truth

34. To the people who saw them, the videos looked like ordinary social media: a real person, on a real platform, winning real money, sharing the news the way anyone might. The trades looked real because the imitation sites were near-perfect copies. The winnings looked real because the footage was edited to confirm them. The enthusiasm looked genuine because the payment was hidden and the affiliations concealed.

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[20] Beeferman et al., *supra*; Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*.

[21] Long et al., *They Looked Like They Were Getting Rich on Polymarket*, WALL ST. J., *supra*; Ostroff et al., *We Investigated Polymarket's Deceptive Marketing Campaign*, WALL ST. J., *supra*.

35. Polymarket never told consumers otherwise. It did not disclose that the trades were staged, that the winnings were fabricated, that the creators were paid, or that the videos were a coordinated marketing operation built to bring viewers onto the platform. A consumer who came to Polymarket because of the videos arrived believing exactly what the videos were built to make them believe.

H. Plaintiff's Experience

36. Plaintiff Philip Moeller is a resident of the District of Columbia. From around April to late May 2026, Plaintiff Moeller encountered Polymarket through the social-media videos described above, in which creators appeared to place bets on the platform and win money with ease.

37. Plaintiff Moeller believed the videos to be what they appeared to be: ordinary users sharing genuine experiences of winning real money on Polymarket. Plaintiff Moeller did not know, because Polymarket did not disclose, that the trades were staged on imitation websites, that the winnings were fabricated, or that the creators had been paid to post them.

38. Based on the impression the videos created, Plaintiff Moeller signed up for Polymarket on or around June 2026 to place bets on the platform. Plaintiff Moeller lost $50.00.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action on behalf of himself and the proposed class, defined as follows: All District of Columbia residents who signed up for and funded an account on Polymarket during the statute of limitations through the date a class is certified.

40. Excluded from the Class is Polymarket US, its parents, subsidiaries, affiliates, officers, and directors; any entity in which Polymarket US has a controlling interest; all potential

Class members who make a timely election to be excluded; governmental entities; and all judges assigned to hear any aspect of this litigation as well as their family members.

41. Numerosity. The Class is so large that joinder of all of its members would be impracticable. Polymarket's marketing campaign reached more than 140 million views across social-media platforms and was directed at users throughout the United States, including District of Columbia residents. There are likely thousands of Class members. The precise number of members and their identities are unknown to Plaintiff at this time but may be determined through discovery.

42. Commonality. Polymarket has acted on grounds that apply equally to all members of the Class. Numerous common issues of law and fact exist, including:

a. Whether the trades depicted in Polymarket's marketing videos were staged on imitation websites rather than placed on Polymarket;

b. Whether the winnings depicted in Polymarket's marketing videos were fabricated;

c. Whether Polymarket failed to disclose that the creators in its videos were paid to produce them;

d. Whether Polymarket's presentation of paid, staged promotional videos as organic user content is false and misleading;

e. Whether Polymarket's marketing misrepresented the likelihood that ordinary users profit on the platform;

f. Whether Plaintiff and the Class Members were harmed by Polymarket's misleading practices;

g. Whether Plaintiff and the Class Members are entitled to treble damages, statutory damages, punitive damages, restitution, and/or injunctive relief; and

h. Whether Polymarket should be enjoined from continuing to make false representations about the experience of using its platform.

43. Predominance. The common issues predominate over individualized inquiries because Polymarket's liability turns on its uniform marketing campaign and the misrepresentations and omissions within it, which are common to all Class members.

44. Typicality. Plaintiff's claims are typical of those of all Class members. His claims arise from Polymarket's uniform practice of marketing its platform through staged trades, fabricated winnings, and undisclosed paid promotion, and are based on the same legal theories.

45. Adequacy. Plaintiff is an adequate class representative with no interests adverse to the Class. Polymarket has no defenses unique to Plaintiff. Plaintiff has retained competent, experienced class action counsel to represent the Class.

46. Superiority. A class action is superior to all other available methods for fair and efficient adjudication of this controversy. The damages suffered by individual Class members may be relatively small compared to the burden and expense of individual litigation. The uniform nature of Polymarket's misrepresentations means class-wide issues can be efficiently resolved in a single proceeding. Many Class members may be unaware they have legal recourse for the conduct alleged herein.

COUNT I

Violation of District of Columbia Consumer Protection Procedures Act ("CPPA")
D.C. Code § 28-3901, et seq.
(On behalf of Plaintiff and the Class)

47. Plaintiff fully restates and incorporates all preceding paragraphs as if set forth herein.

48. Plaintiff brings this claim on his own behalf and on behalf of members of the Class.

49. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services purchased or received in the District of Columbia. D.C. Code § 28-3901(c).

50. Access to Polymarket's prediction-market platform is a consumer service used for personal purposes. Each Defendant, in the ordinary course of business, supplies consumer services and is therefore a merchant under the CPPA. D.C. Code § 28-3901(a)(3). Polymarket's users are consumers under the CPPA. D.C. Code § 28-3901(a)(2). The practices described herein are "trade practices" under D.C. Code § 28-3901(a)(6).

51. The CPPA makes it illegal to, among other things:

a. Represent that goods or services have characteristics, uses, or benefits that they do not have (D.C. Code § 28-3904(a));

b. Represent that a person has a sponsorship, approval, status, affiliation, certification, or connection that the person does not have (D.C. Code § 28-3904(b));

c. Misrepresent as to a material fact which has a tendency to mislead (D.C. Code § 28-3904(e));

d. Fail to state a material fact if such failure tends to mislead (D.C. Code § 28-3904(f));

e. Use innuendo or ambiguity as to a material fact, which has a tendency to mislead (D.C. Code § 28-3904(f-1)); and

f. Advertise or offer goods or services without the intent to sell them as advertised or offered (D.C. Code § 28-3904(h)).

52. A CPPA violation does not require proof that any consumer relied on the challenged practice. The statute prohibits an "unfair or deceptive trade practice, whether or not any consumer is in fact misled, deceived, or damaged thereby." D.C. Code § 28-3904.

53. Polymarket violated D.C. Code § 28-3904(a) by representing, through its marketing campaign, that its platform has characteristics and benefits it does not have—namely, that ordinary users readily win money on Polymarket—when in fact: (i) the trades depicted in the videos were staged on imitation websites and were never placed on Polymarket; (ii) the winnings depicted were fabricated, and identical bets placed on Polymarket would have lost money; and (iii) more than 70% of actual Polymarket users lose money, with roughly 67% of the platform's profits concentrated among the top 0.1% of accounts.

54. Polymarket violated D.C. Code § 28-3904(e) by misrepresenting material facts with a tendency to mislead, including: (i) presenting creators as placing real bets on Polymarket when the trades were staged on imitation copies of the website; (ii) presenting creators as having won the sums depicted when those winnings were fabricated through outdated footage and false headlines; and (iii) presenting the creators as ordinary users sharing genuine experiences when they were paid promoters working from scripts.

55. Polymarket violated D.C. Code § 28-3904(b) by representing that the creators had a status and connection they did not have—that of ordinary, independent users with no relationship to Polymarket—when in fact they were paid promoters working from Polymarket's scripts, directed not to disclose the relationship.

56. Polymarket violated D.C. Code § 28-3904(f) by failing to state material facts that tended to mislead, including: (i) that the trades in the videos were staged on imitation websites rather than placed on Polymarket; (ii) that the winnings depicted were fabricated; (iii) that the

creators were paid to produce the videos; and (iv) that the videos were a coordinated marketing campaign rather than spontaneous, independent user content.

57. Polymarket violated D.C. Code § 28-3904(f-1) by using innuendo and ambiguity as to a material fact with a tendency to mislead, including: (i) presenting paid, scripted, and staged promotional videos as the organic enthusiasm of independent users; (ii) directing creators to keep their videos "personal and organic" so they would not read as advertising; and (iii) reposting the videos through accounts engineered to conceal any affiliation with Polymarket.

58. Polymarket violated D.C. Code § 28-3904(h) by advertising and offering the opportunity to bet on its prediction-market platform without the intent to sell that service as advertised or offered. Polymarket advertised the opportunity as one in which ordinary users place real bets and win real money, but built counterfeit copies of its own website—including a test build served from its own engineering domain—to stage bets that were never placed and winnings that never occurred. That Polymarket constructed these counterfeits in advance is evidence that, at the time it advertised the service, it intended to deliver something other than what it advertised.

59. Polymarket's deceptive practices were directed and funded by Polymarket itself. Polymarket's chief marketing officer, Matthew Modabber, used a personal payment account to pay the creators who carried out the campaign, confirming that the misrepresentations, omissions, and concealment alleged above were Polymarket's own conduct.

60. The misrepresentations and omissions described herein are material. A reasonable consumer deciding whether to sign up for and wager money on a prediction-market platform would attach importance to: (i) whether the winnings depicted in the platform's marketing were real; (ii) whether the people promoting the platform were paid to do so; and (iii) whether ordinary users actually profit on the platform or instead overwhelmingly lose. Polymarket itself treats the

appearance of easy winnings as material, as demonstrated by a marketing campaign built around depictions of ordinary users winning money.

61. Plaintiff and the Class were harmed by Polymarket's misleading practices. They signed up for and funded accounts on Polymarket based on the reasonable belief that ordinary users win money on the platform. Had Plaintiff and the Class known the truth, they would not have signed up for or deposited money on Polymarket, or would have done so on different terms.

62. Pursuant to D.C. Code § 28-3905(k), Plaintiff and the Class are entitled to treble damages, statutory damages, punitive damages, reasonable attorneys' fees, injunctive relief, and any other relief the Court deems appropriate.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter judgment in favor of Plaintiff and the Class as follows:

a. Certifying the proposed Class, naming Plaintiff as the representative of the Class, and naming Plaintiff's attorneys as Class Counsel;

b. Awarding declaratory relief as requested herein;

c. Awarding restitution and reimbursement of all amounts lost by Plaintiff and Class members as a result of the wrongs alleged herein, in an amount to be determined at trial;

d. Compelling disgorgement of all ill-gotten gains derived by Polymarket from its misconduct;

e. Awarding compensatory, treble, statutory, punitive, and exemplary damages as allowed by law, including pursuant to D.C. Code § 28-3905(k)(2);

f. Imposing a permanent injunction requiring Polymarket to cease its deceptive marketing practices, including the use of staged trades, fabricated winnings, and undisclosed paid promotion, and to accurately represent the experience of using its platform;

g. Awarding pre-judgment interest at the maximum rate permitted by law;

h. Awarding costs and reasonable attorneys' fees pursuant to D.C. Code § 28-3905(k)(2); and

i. Awarding such other and further relief as this Court deems just and proper.

Dated: July 2, 2026

Respectfully submitted,

/s/ Edward Ciolko

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