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5 Attorneys for Defendant
BLIZZARD ENTERTAINMENT, INC.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10

11 Y.H., by and through her Guardian
12 NATHAN HARRIS, individually and on
behalf of similarly situated individuals,

13 Plaintiff,

14 v.

15 BLIZZARD ENTERTAINMENT, INC.,
16 Delaware corporation,

17 Defendant.

Case No. 8:22-cv-998

**DEFENDANT BLIZZARD
ENTERTAINMENT, INC.'S
NOTICE OF REMOVAL**

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NOTICE OF REMOVAL

Defendant Blizzard Entertainment, Inc., (“Blizzard”), pursuant to 28 U.S.C. § 1441(a), hereby removes the above-captioned putative class action (the “Action”) from the California State Superior Court of the County of Orange (“Orange County Superior Court”) to the United States District Court for the Central District of California, on the following grounds:

I. INTRODUCTION

1. Plaintiff commenced this Action on May 3, 2022, by the filing of a complaint (the “Complaint”), captioned as *Y.H., by and through her guardian Nathan Harris v. Blizzard Entertainment, Inc., et al.*, Case No. 30-2022-01257732-CU-BT-CXC, in Orange County Superior Court. True and correct copies of the Complaint, all pleadings, and orders filed in the action are attached to this Notice of Removal as “Exhibit A,” as required by 28 U.S.C. § 1446(a).

2. Plaintiff Y.H., by and through her guardian Nathan Harris (“Plaintiff”), alleges in her Complaint that “[t]his is an action brought by Plaintiff on her own behalf and on behalf of others similarly situated individuals for the unlawful, deceptive, and misleading trade practices engaged in by Defendant, a provider of some of the most popular video games in the nation[]” concerning “[o]ne of Defendant’s most popular games... Hearthstone.” *See* Complaint (“Compl.”) ¶¶ 1, 2. The Complaint recites three counts: Count I, Declaratory Judgment on Minors’ Rights to Disaffirm; Count II, Violation of California Business and Professions Code § 17200, *et seq.*; and Count III, Unjust Enrichment. Plaintiff’s Prayer for Relief seeks: 1) class certification; 2) an order declaring that the sales contracts between Defendant and Plaintiff and the Class members are voidable; 3) an award of economic, monetary, actual, consequential, compensatory, and punitive damages available at law; 4) Plaintiff’s reasonable attorneys’ fees, costs, and other litigation expenses; 5) pre- and post-judgment interest, as allowable by law; and 6) injunctive relief as the Court may deem proper. *Compl.* at pp. 14-15.

1 3. Blizzard became aware of the Action and engaged counsel on May 11,
2 2022. Blizzard subsequently filed the instant Notice of Removal to United States
3 District Court for the Central District of California.

4 4. Promptly after filing this Notice of Removal, Blizzard will provide
5 written notice of the removal to Plaintiff through her attorneys of record in the
6 Action, as well as to the Clerk of the Orange County Superior Court, as required by
7 28 U.S.C. § 1446(d).

8 5. The Action properly may be removed to the United States District Court
9 for the Central District of California because this Court has original jurisdiction over
10 Plaintiff's claims pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28
11 U.S.C. § 1332(d).

12 6. Blizzard does not make or intend to make any admission of fact, law,
13 liability, or damages in this Notice of Removal. Blizzard reserves all defenses,
14 affirmative defenses, objections, and motions. Blizzard also does not waive, and
15 expressly reserves, all rights to challenge the propriety of certification under the
16 applicable rules.

17 **II. NOTICE OF REMOVAL IS TIMELY**

18 7. In accordance with 28 U.S.C. § 1446(b), Blizzard is filing this Notice of
19 Removal within the statutory period permitted to do so. Blizzard has not been
20 formally served with the Complaint, but became aware of Plaintiff's filing of the
21 Action and engaged counsel on May 11, 2022. The filing of this Notice of Removal
22 is timely. *See* 28 U.S.C. § 1446(b); *Roth v. CHA Hollywood Med. Ctr., L.P.*, 720
23 F.3d 1121, 1125 (9th Cir. 2013) ("We conclude that §§ 1441 and 1446, read together,
24 permit a defendant to remove outside the two thirty-day periods on the basis of its
25 own information, provided that it has not run afoul of either of the thirty-day
26 deadlines.")

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III. THIS COURT HAS ORIGINAL JURISDICTION OVER PLAINTIFF’S CLAIMS PURSUANT TO CAFA

8. CAFA, 28 U.S.C. § 1332(d), gives this Court original jurisdiction over this action. CAFA grants district courts jurisdiction over civil class actions filed under federal or state law in which *any* member of a class of plaintiffs is a citizen of a state different from *any* defendant, and where the amount in controversy exceeds \$5,000,000, exclusive of interests and costs. CAFA authorizes removal of such actions pursuant to 28 U.S.C. § 1446. As set forth below, this case meets each of CAFA’s requirements for removal and is timely and properly removed by the filing of this Notice.

A. Minimal Diversity Exists

9. At the time the Complaint was filed, Plaintiff alleges that she was a citizen and resident of the State of Arizona. *See* Compl. ¶ 11.

10. At the time the Complaint was filed, Blizzard was incorporated in Delaware, with its principal place of business in Irvine, California. *See* Compl. ¶ 12; Declaration of Omer Salik (“Salik Decl.”) ¶ 3. At the time of filing this Notice of Removal, Blizzard remains a Delaware corporation with its principal place of business in Irvine, California. *See* Salik Decl. ¶ 3.

B. There Are At Least 100 Members in Plaintiff’s Proposed Class

11. This Action has been styled as a class action. *See* Compl. ¶¶ 39-45.

12. CAFA requires the existence of at least 100 members in Plaintiff’s proposed class. 28 U.S.C. § 1332(d)(5)(B).

13. Plaintiff seeks to represent “[a]ll minors located within the United States who, during the applicable limitations period, made a purchase of a Hearthstone card Pack using real-world currency” as well as a California Minor Subclass defined in the Complaint as “[a]ll minors located within the state of California who, during the

1 applicable limitations period, made a purchase of a Hearthstone card Pack using real-
2 world currency.” Compl. ¶ 39. Plaintiff further alleges that “[u]pon information and
3 belief, there are hundreds, if not thousands, of Class and Subclass members...”
4 Compl. § 44.

5 14. According to the Declaration of Omer Salik, Blizzard first released
6 *Hearthstone*, a strategy-based collectible card video game, in the United States in or
7 about March 2014, and has continually updated the game. *See* Salik Decl. ¶ 4. In
8 May 2014, Blizzard publicly announced that *Hearthstone* already had over 10 million
9 users. *See id.* ¶ 4; Kris Graft, “Activision Blizzard profits are down, but *Hearthstone*
10 helps drive digital,” *Game Developer* (May 6, 2014), available at
11 [https://www.gamedeveloper.com/business/activision-blizzard-profits-are-down-but-](https://www.gamedeveloper.com/business/activision-blizzard-profits-are-down-but-i-hearthstone-i-helps-drive-digital)
12 [i-hearthstone-i-helps-drive-digital](https://www.gamedeveloper.com/business/activision-blizzard-profits-are-down-but-i-hearthstone-i-helps-drive-digital) (last visited May 16, 2022). Within six months of
13 release, the game had 20 million players. *See id.* ¶ 4; Justin Haywald, “Hearthstone
14 Passes 20 Million Players, What Do You Want To See Next,” *GameSpot* (Sept. 15,
15 2014), available at [https://www.gamespot.com/articles/hearthstone-passes-20-](https://www.gamespot.com/articles/hearthstone-passes-20-million-players-what-do-you-/1100-6422336/)
16 [million-players-what-do-you-/1100-6422336/](https://www.gamespot.com/articles/hearthstone-passes-20-million-players-what-do-you-/1100-6422336/) (last visited May 16, 2022). No
17 dispute should exist, therefore, that CAFA’s requirement for a prospective class over
18 100 members has been met and removal is appropriate.

19 **C. The Amount in Controversy Exceeds \$5 Million**

20 15. CAFA authorizes the removal of a class action in which the amount in
21 controversy or all potential class members exceeds \$5 million, exclusive of interest
22 and costs. *See* 28 U.S.C. § 1332. That threshold is met here. *See Dart Cherokee*
23 *Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014) (“[A] defendant’s
24 notice of removal need include only a plausible allegation that the amount in
25 controversy exceeds the jurisdictional threshold”). No presumption against removal
26 to federal court exists where the removal is based on CAFA. *See id.*

27 16. *Hearthstone* is free to play, and players can earn playing cards through
28 game play, but players also may choose to spend real money on “Packs” of cards.

1 See Salik Decl. ¶ 4. Plaintiff's claims in this case arises from her alleged purchase
2 of "Packs," and she claims personally to have spent "over \$300" on Packs while
3 playing *Hearthstone* between 2019 and 2021, using "her father's credit cards and
4 debit cards." Compl. ¶¶ 27-28.

5 17. In May 2015, Blizzard announced that *Hearthstone* and a different game
6 that launched the same year, *Destiny*, combined to generate nearly \$1 billion in sales
7 revenue. See Salik Decl. ¶ 5; Jeffrey Matulef, "Destiny and Hearthstone have made
8 nearly \$1bn in revenue," *EuroGamer* (May 7, 2015), available at
9 [https://www.eurogamer.net/destiny-and-hearthstone-have-made-nearly-usd1b-in-](https://www.eurogamer.net/destiny-and-hearthstone-have-made-nearly-usd1b-in-revenue)
10 [revenue](https://www.eurogamer.net/destiny-and-hearthstone-have-made-nearly-usd1b-in-revenue) (last visited May 12, 2022). Blizzard is a publicly traded company that
11 regularly discloses its overall revenues, but its public disclosures have not typically
12 included game-by-game revenue breakdowns. A gaming industry analyst, Super
13 Data, has issued annual estimates of the digital card game market generally and of
14 *Hearthstone*'s estimated share of that market. For the year 2016, for example, this
15 analyst's report stated that the market overall generated \$1.4 billion in revenue and
16 that *Hearthstone*'s share of that revenue was \$394.6 million in 2016 alone. See Mike
17 Minotti, "SuperData: Hearthstone trumps all comers in card market that will hit \$1.4
18 billion in 2017," *Venture Beat* (Jan. 28, 2017), available at
19 [https://venturebeat.com/2017/01/28/superdata-hearthstone-trumps-all-comers-in-](https://venturebeat.com/2017/01/28/superdata-hearthstone-trumps-all-comers-in-card-market-that-will-hit-1-4-billion-in-2017/)
20 [card-market-that-will-hit-1-4-billion-in-2017/](https://venturebeat.com/2017/01/28/superdata-hearthstone-trumps-all-comers-in-card-market-that-will-hit-1-4-billion-in-2017/) (last visited May 12, 2017). Blizzard
21 did not publicly confirm these numbers, but for purposes of satisfying CAFA's
22 removal threshold, Blizzard is comfortable stating that in the three years following
23 *Hearthstone*'s release, the game generated hundreds of millions of dollars in revenue
24 each year, and that the game has continued to be a successful revenue generator
25 through the present day. See Salik Decl. ¶ 5. Blizzard is equally comfortable stating
26 that *Hearthstone* has generated over \$1 billion in revenues since its inception in 2014.
27 See *id.* ¶ 5.

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1 18. California Family Code § 6710, which Plaintiff has invoked, and the
2 “disaffirmation” statutes of at least some other states, allow minors to disaffirm
3 contracts that they entered into as minors at any point during their minority or within
4 a reasonable time after reaching the age of majority. Plaintiff’s proposed class
5 definition accordingly has no date cutoff. *See* Compl. ¶ 39. Facially, Plaintiff’s
6 Complaint appears to implicate all *Hearthstone*-related revenues dating to the game’s
7 inception in 2014. The Complaint seeks return of all such revenues to the extent that
8 the players who engaged in transactions can and do elect to disaffirm them.

9 19. Blizzard does not know, and would have no way of accurately knowing,
10 which *Hearthstone* in-game transactions were initiated by minors using parental
11 credit or debit cards, as Plaintiff claims to have done. Blizzard does not concede, and
12 in fact disputes, that such transactions fall within the scope of any state’s
13 disaffirmation law.

14 20. Using \$1 billion in total revenues as the denominator, transactions
15 initiated by minors would have to make up only one half of one percent of total
16 transactions in order for this case to satisfy the \$5 million removal threshold.
17 Although the actual number of transactions initiated by minors using parental debit
18 cards or credit cards is unknowable, Blizzard is comfortable speculating that more
19 than one half of one percent of such transactions may have been initiated by minors.
20 *See* Salik Decl. ¶ 5.

21 21. Blizzard denies Plaintiff’s claims of wrongdoing, but the allegations in
22 Plaintiff’s Complaint and the total amount of compensatory damages, punitive
23 damages, attorneys’ fees, injunctive relief, restitution, and other monetary relief at
24 issue in this action, on an aggregate, class-wide basis, exceeds CAFA’s \$5 million
25 jurisdictional threshold. *See Saulic v. Symantec Corp.*, No. SA CV 07-610 AHS
26 (PLAx), 2007 WL 5074883, at *8 (C.D. Cal. Dec. 26, 2007) (considering facts
27 presented in notice of removal, including defendant’s declaration, along with
28 plaintiff’s allegations, in finding jurisdictional limits satisfied under CAFA).

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22. This case, therefore, meets each of CAFA’s requirements for removal and is timely and properly removed by the filing of this Notice.

V. CONCLUSION

23. WHEREFORE, having provided notice as required by law, the above-entitled action should be removed from the Orange County Superior Court to the United States District Court for the Central District of California.

Dated: May 17, 2022

FAEGRE DRINKER BIDDLE & REATH LLP

By: /s/ Ryan M. Salzman
Ryan M. Salzman

Attorneys for Defendant
BLIZZARD ENTERTAINMENT, INC.

Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address): Eugene Y. Turin (SBN 342413)

McGuire Law, P.C., 55 W. Wacker Dr., Chicago, IL 60601

TELEPHONE NO.: (312) 893-7002 FAX NO. (Optional):

E-MAIL ADDRESS: eturin@mcgpc.com

ATTORNEY FOR (Name): Y.H., by and through her Guardian Nathan Harris

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 751 W. Santa Ana Blvd.

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, 92701

BRANCH NAME: Civil Complex Center

CASE NAME:

Y.H., by and through her Guardian Nathan Harris v. Blizzard Entertainment, Inc.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

30-2022-01257732-CU-BT-CXC

JUDGE:

Judge Peter Wilson

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

CX-102

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22) Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36) Other employment (15)

Contract

Breach of contract/warranty (06) Rule 3.740 collections (09) Other collections (09) Insurance coverage (18) Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)

Unlawful Detainer

Commercial (31) Residential (32) Drugs (38)

Judicial Review

Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27) Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21) Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. Substantial amount of documentary evidence d. Large number of witnesses e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Three (Declaratory Judgment, One count under the U.C.L., Unjust Enrichment)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 05/03/2022

Eugene Y. Turin

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress

Other PI/PD/WD**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 Eugene Y. Turin (SB # 324413)
2 MCGUIRE LAW, P.C.
3 55 W. Wacker Dr., 9th Fl.
4 Chicago, IL 60601
5 Tel: (312) 893-7002 Ex. 3
6 Fax: 312-275-7895
7 eturin@mcgpc.com

8 *Counsel for Plaintiff and the Putative Class Members*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 Y.H., by and through her Guardian NATHAN) Case No. 30-2022-01257732-CU-BT-CXC
13 HARRIS, individually and on behalf of)
14 similarly situated individuals,) Assigned to: Assigned for All Purposes
15 Plaintiff,) Department: Judge Peter Wilson
16 v.) Complaint Filed: CX-102
17) **COMPLAINT – CLASS ACTION JURY**
18) **TRIAL DEMANDED**
19 BLIZZARD ENTERTAINMENT, INC.,)
20 Delaware corporation,) **1. Declaratory Judgment on Minors’**
21 Defendant.) **Rights to Disaffirm**
22) **2. Violation of California Business and**
23) **Professions Code § 17200, et seq.**
24) **3. Unjust Enrichment**
25) DEMAND FOR JURY TRIAL
26)
27)
28)

29 **CLASS ACTION COMPLAINT**

30 Plaintiff Y.H. a minor, by and through her Guardian Nathan Harris (collectively
31 “Plaintiff”), through their undersigned counsel, brings this Class Action Complaint against
32 Blizzard Entertainment, Inc. (“Blizzard” or “Defendant”), on behalf of herself and all others
33 similarly situated, and alleges the following upon personal knowledge as to their own actions, and
34 upon information and belief as to counsel’s investigations and all other matters.

NATURE OF THE CASE

1
2 1. This is an action brought by Plaintiff on her own behalf and on behalf of others
3 similarly situated individuals for the unlawful, deceptive, and misleading trade practices engaged
4 in by Defendant, a provider of some of the most popular video games in the nation.

5 2. One of Defendant’s most popular games is Hearthstone,¹ a one-verse-one, turn
6 based, digital card game. which can be downloaded for free on different platforms such as personal
7 computers, laptops, and mobile devices. Users running Hearthstone on their devices connect
8 through the internet to Defendant’s servers that allow them to play with other users across the
9 country, and the world.

10 3. A critical aspect of Defendant’s Hearthstone game are virtual “Lootboxes” that
11 Defendant calls “Packs”. Defendant markets and sells these Packs for real-world currency to
12 players, including minors such as Plaintiff. The Packs are advertised as possibly containing
13 valuable cards that allow players to upgrade and/or advance their deck of cards. However, players
14 such as Plaintiff are not told in advance what is inside any particular Pack, and they are forced to
15 gamble on the chance of winning some valuable card.

16 4. In addition, Defendant’s in-game content, including its Packs, is non-refundable,
17 regardless of whether the purchases are made by a minor.

18 5. Defendant’s unfair, deceptive, and unlawful practices of allowing players,
19 including, minors, to pay real-world currency to gamble on winning in-game items, as well as
20 refusing to provide refunds to minors who made in-game purchases, deceive, mislead, and harm
21 consumers, especially minor children who comprise a large segment of Defendant’s player
22 population. Plaintiff and other consumers have been injured as a result of Defendant’s practices,
23 including, but not limited to, having suffered out-of-pocket loss.

24 6. Plaintiff brings this class action lawsuit on behalf of herself, and all others similarly
25 situated.

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¹ <https://playhearthstone.com/en-us/new-to-hearthstone/>.

COMMON FACTUAL ALLEGATIONS

I. Lootboxes

14. Broadly speaking, a Lootbox is a video game microtransaction in which the consumer purchases a reward containing one or more virtual items of differing value or rarity that is assigned at random.² Lootboxes are defined in the dictionary as “a box containing a prize of unknown value, especially one offered for sale to players as part of an online game.”³

15. Although Lootboxes are advertised and portrayed by video game providers as a vehicle that allows it users to quickly advance further in a game through purchases using real-world currency, the use of Lootboxes in videogames is overwhelmingly misleading and exploitive of consumers like Plaintiff.

16. Over the past decade Lootboxes have been the epicenter of a host issues that have caused lawsuits and law reform around world because of their addictive and predatory nature as Lootboxes are often used in free-to-play video games as the main source of valuable in-game content but players very rarely actually end up getting anything valuable when they purchase a Lootbox.⁴⁵⁶⁷ One of the most problematic issues with Lootboxes universally is that despite their use in games that are aimed at and/or played by minor children, Lootbox purchases are often non-refundable—as is the case with Defendant’s Hearthstone in-game purchases.⁸

²www.ftc.gov/system/files/documents/reports/staffperspectivepaperlootboxworkshop/loot_box_workshop_staff_perspective.pdf.

³www.collinsdictionary.com/us/dictionary/english/lootbox#:~:text=noun,part%20of%20an%20online%20game.

⁴ www.gamechangerslaw.com/blog/italian-antitrust-authoritys-recent-activision-blizzard-lootbox-decision.

⁵<https://screenrant.com/lootbox-gambling-microtransactions-illegal-japan-china-belgium-netherlands/>.

⁶www.revisor.mn.gov/bills/text.php?number=HF4460&version=0&session=ls90&session_year=2018&session_number=0.

⁷www.nprillinois.org/statehouse/2021-05-04/illinois-house-approves-adding-warnings-to-video-games-that-include-loot-boxes.

⁸www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy.

1 **II. Hearthstone Card Packs**

2 17. Hearthstone is a free to play and download video game in which players collect
3 and battle using virtual cards in a similar manner to physical card games such as Magic: The
4 Gathering and the Pokémon collectible card games.

5 18. In a game of Hearthstone, both players have a “Hero” that starts with 30 “health
6 points.” The goal of the game is to use cards to deplete the other player’s health points. Players
7 take turns attacking their opponent and defending their Hero by playing different Hearthstone
8 cards. The game ends when one player has zero health points, and the player with health points
9 remaining is declared the winner.

10 19. All Hearthstone cards are ranked in classes starting from Free, to Common, to Rare,
11 to Epic, to Legendary. Legendary cards are the most rare and in the majority of instances the most
12 powerful of cards found in Hearthstone.

13 20. Hearthstone cards can be acquired by users in two ways, by obtaining Hearthstone’s
14 in-game currency “gold,” and by purchasing with real-world currency from the Hearthstone online
15 shop. Hearthstone implements several different ways to earn in-game currency, called gold. The
16 most reliable way gold is earned is from winning games, every third game won rewards the player
17 with ten gold, up to a maximum of 100 gold per day. In addition, players will get a “daily quest”
18 each day they log in, with different objectives to achieve, such as requiring the player to win games
19 as a certain class. These daily quests range in the amount of gold awarded upon completion, with
20 most typically providing around 40 to 60 Gold.⁹

21 21. Hearthstone cards can only be purchased in Packs that contain 5 cards. A single
22 Pack can be purchased for 100 Gold for a Pack of 5 cards. Thus, for a user to obtain any new cards
23 without purchasing them with real-world currency they would have to win 30 games or complete
24 a daily quest and win approximately 15 games. However, regardless of what a player does, they
25 cannot earn more than approximately 160 Gold any given day and thus can at most purchase only
26 a single Pack a day.

27 _____
28 ⁹ <https://repository.law.uic.edu/cgi/viewcontent.cgi?article=2837&context=lawreview>.

22. Alternatively, Hearthstone card Packs can be purchased by real word currency as shown below in increments of 2 Packs for 2.99; 7 Packs for 9.99; 15 Packs for 19.99; 40 Packs for 49.99; and 60 Packs for 69.99. By making the cost per Pack significantly lower for larger purchasers, Hearthstone encourages players to spend more money thinking that they are getting a better deal even though they are ultimately purchasing virtual cards whose actual in-game value they do not know until *after* the purchase is made.



23. Critically, as with traditional Lootboxes, when a player purchases a Pack they are not told shown anything about the cards they will actually receive. As shown above, in the most recent “season” of Hearthstone players are at most only told that “At least 1 card [in the pack] will be Rare or better.”

24. In addition to severely limiting players’ ability to obtain cards through regular gameplay and encouraging purchases of larger amounts of Packs, Hearthstone is also designed to encourage constant and continuous microtransaction within the game by making powerful cards the rarest and hardest to obtain. Thus, in order to keep up, players must purchase large amounts of

1 Packs hoping that at least one of the Packs will contain an Epic or Legendary card. This leads to
2 an arms race amongst players, many of whom are children and young adults, where players must
3 continue gambling on Packs to be competitive.

4 25. Although it has not been confirmed by Defendant, data collected by Hearthstone
5 players indicates that Defendant has also implemented a “Pity Timer” on Hearthstone Packs.
6 Defendant has set odds for obtaining certain cards within any number of Pack purchases,¹⁰ however
7 those odds appear to be adjusted based on the number of Packs a player opens without receiving a
8 “legendary” item. For each Pack that is opened that does not contain a “legendary” item, Defendant
9 incrementally increases the odds of receiving a “legendary” item in the next Pack. This helps feed
10 into the players’ perception that purchasing “just one more” Pack will provide the player with their
11 desired cards instead of creating an equal opportunity to receive a “legendary” item with each Pack
12 purchase. At the same time, it allows Defendant to claim that it technically discloses the “odds” of
13 getting a certain card with any given Pack purchase.

14 26. In sum, players purchase card Packs hoping to receive powerful Cards that will
15 help them advance in the game. However, the Packs are mostly worthless, often filled with
16 valueless Cards that players already have or do not want. Had players known the actual odds
17 of receiving the epic and legendary cards they desired in any particular Pack that they
18 purchased, they would not have purchased the Packs.

19 **III. FACTS SPECIFIC TO PLAINTIFF Y.H.**

20 27. Plaintiff played Hearthstone from approximately 2019 to 2021 during which time
21 Plaintiff purchased many card Packs and Hearthstone expansion packs. Plaintiff’s purchases in
22 Hearthstone have totaled over \$300 during that time.

23 28. Plaintiff, a minor, was able to make the purchases through her father’s credit cards
24 and debit cards that were linked to her gaming account. Many of purchases made by Plaintiff were
25 without her Guardian’s permission to do so.

26
27
28 ¹⁰ <https://us.battle.net/support/en/article/32545>.

1 29. Throughout her time playing Defendant’s Hearthstone game, Plaintiff Y.H. was
2 unaware of the odds of receiving any Epic or Legendary cards from any Pack that she had
3 purchased.

4 30. Plaintiff was also unaware that she had a right to disaffirm any purchases she made
5 from Defendant.

6 31. Plaintiff almost never received any valuable cards from the Packs she had
7 purchased during her time playing Hearthstone from her in-game purchases and would not have
8 made the amount of in-game purchases had she known the true odds of her being able to obtain
9 Epic or Legendary cards from the Packs for purchase, or that she would not allotted a refund.

10 32. Plaintiff no longer plays Hearthstone, and wishes that she had never made the
11 purchases that she did and that she obtain a full refund for them.

12 33. While Defendant’s terms and conditions require minors to obtain their parent’s
13 consent to create an account and play Hearthstone, Defendant failed to implement sufficient
14 mechanisms for parental consent controls to prevent minors from making unlimited purchases and
15 limiting in-game purchasers to players who are over 18.

16 34. Moreover, each time Defendant updates its Terms and Conditions, Defendant does
17 not require the minor-user to obtain their parent’s consent to any renewed or updated terms.

18 35. Minor Plaintiff Y.H. does not recollect seeing, reading, or agreeing to Defendant’s
19 Terms of Use prior to playing Hearthstone and her Guardian also did not see, read, or agree to the
20 terms.

21 36. As a result, minor Plaintiff made numerous in-game purchases that were labeled
22 non-refundable using her Guardian’s funds and which her Guardian did not receive any
23 notifications of until the charges were already made.

24 37. Had Defendant provided proper parental control and age verification features,
25 minor Plaintiff would not have been able to make any of the purchases that she did.

26 38. Furthermore, before hiring counsel in this action, Plaintiff Y.H. and her Guardian
27 were not aware of a minor’s right to disaffirm and get refunds on any and all in-game purchases
28

1 without any restrictions. Had Defendant permitted Plaintiff to disaffirm her purchases, she would
2 have done so.

3 **CLASS ALLEGATIONS**

4 39. Plaintiff brings this action on her own behalf and on behalf of a Class and one
5 Subclass, pursuant to Cal. Code Civ. Proc. § 382, Cal. Civ. Code § 1781, and Cal. Bus. & Prof.
6 Code § 17203, defined as follows:

7 The Class:

8 All minors located within the United States who, during the applicable limitations
9 period, made a purchase of a Hearthstone card Pack using real-world currency.

10 The California Minor Subclass:

11 All minors located within the state of California who, during the applicable
12 limitations period, made a purchase of a Hearthstone card Pack using real-world
13 currency.

14 40. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of
15 the other members of the Class and Subclass (collectively, the “Class”). Plaintiff has retained
16 counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff
17 and her counsel are committed to vigorously prosecuting this action on behalf of the other Class
18 and Subclass members, and have the financial resources to do so. Neither Plaintiff nor her counsel
19 have any interest adverse to those of the other members of the Class or Subclass.

20 41. **Predominance & Superiority.** Absent a class action, most Class and Subclass
21 members would find the cost of litigating their claims to be prohibitive and would have no effective
22 remedy. The class treatment of common questions of law and fact is superior to multiple individual
23 actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and
24 promotes consistency and efficiency of adjudication.

25 42. **Final Declaratory or Injunctive Relief.** Defendant has acted and failed to act on
26 grounds generally applicable to the Plaintiff and the Class and Subclass members, requiring the
27 Court’s imposition of uniform relief to ensure compatible standards of conduct toward the Class
28

1 and Subclass members, and making injunctive or corresponding declaratory relief appropriate for
2 the Class and Subclass as a whole.

3 43. **Typicality.** The factual and legal basis of Defendant’s liability to Plaintiff and to
4 the other Class and Subclass members are the same, resulting in injury to the Plaintiff and to all of
5 the other members of the Class and Subclass. Plaintiff and the other members of the Class and
6 Subclass have suffered harm and damages as a result of Defendant’s unlawful and wrongful
7 conduct.

8 44. **Numerosity.** Upon information and belief, there are hundreds, if not thousands, of
9 Class and Subclass members such that joinder of all members is impracticable.

10 45. **Commonality.** There are many questions of law and fact common to the claims of
11 Plaintiff and the other members of the Class and Subclass, and those questions predominate over
12 any questions that may affect individual members of the Class and Subclass. Common questions
13 for the Class and Subclass include, but are not limited to, the following:

- 14 (a) Whether Defendant’s practice of not disclosing the contents of its card Packs was
15 deceptive to a reasonable consumer;
- 16 (b) Whether Defendant’s failure to provide a method for minors or their guardians to
17 disaffirm any purchases violated their consumer rights;
- 18 (c) Whether Plaintiff and the other Class and Subclass members were damaged by
19 Defendant’s conduct; and
- 20 (d) Whether Plaintiff and the other Class and Subclass members are entitled to
21 restitution or other relief.

22 **FIRST CAUSE OF ACTION**

23 **Declaratory Judgment on Minors’ Rights to Disaffirm**
24 **(On behalf of Plaintiff and the Class)**

25 46. Plaintiff hereby incorporates the above allegations by reference as though fully set
26 forth herein.

27 47. On information and belief, Defendant’s Hearthstone video game is marketed to
28 players of all ages, including minors.

1 48. Defendant enters into and accepts a contract with a minor when an in-game
2 purchase of a card Pack by the minor is confirmed, and thus accepted. There is consideration on
3 both sides as Defendant gives the consideration of virtual in-game content exchanged for
4 consideration of actual money from the minor.

5 49. Under California law, and equivalent law in states nationwide, minors have the right
6 to disaffirm contracts such as those at issue here. *See, e.g.*, Cal. Family Code § 6700.

7 50. Minors may disaffirm or a guardian may disaffirm a contract on behalf of a minor.
8 Through the filing of this lawsuit, Plaintiff disaffirms all in-game purchases she has made through
9 Hearthstone to-date and requests a refund.

10 51. Plaintiff further seeks injunctive relief on behalf of the Class for future and
11 prospective purchases of card Packs in Hearthstone to allow for refunds on all in-game purchases
12 without restrictions.

13 52. The contracts between Defendant and the members of the Class who are minors are
14 voidable - a fact that Defendant denies as evidenced by its denial of the Class's right to be refunded
15 in its Terms of Service.

16 53. Accordingly, there is an actual controversy between the parties, requiring a
17 declaratory judgment.

18 54. This claim for declaratory judgment is brought pursuant to Code of Civil Procedure
19 § 1060 seeking a determination by the Court that: (a) this action may proceed and be maintained
20 as a class action; (b) the sales contracts between Defendant and the Class members are voidable at
21 the option of those Class members or their guardians; (c) if Class members elect to void the
22 contracts, they will be entitled to restitution and interest thereon; (d) an award of reasonable
23 attorneys' fees and costs of suit to Plaintiffs and the Class is appropriate; and (e) such other and
24 further relief as is necessary and just may be appropriate as well.

SECOND CAUSE OF ACTION

**Unlawful and Unfair Business Practices in Violation of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On behalf of Plaintiff and the Class)**

55. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

56. Plaintiff and Defendant are “persons” within the meaning of the UCL Cal. Bus. & Prof. Code § 17201.

57. California’s Unfair Competition Law, Business & Professions Code, § 17200, *et seq.* (“UCL”), prohibits deceptive acts and practices in the sale of consumer products and services, such as Defendant’s Hearthstone video game.

58. Defendant’s conduct as alleged herein occurred in the course of trade or commerce.

59. Defendant’s conduct is unlawful under the UCL because it is in violation of a minor’s absolute right to disaffirm contracts.

60. Defendant’s conduct described herein is “unfair” under the UCL because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers, as Defendant fails to disclose the actual odds of obtaining any valuable “Epic” or “Legendary” card with any Pack purchase while unlawfully denying minors any refunds they seek for receiving worthless cards.

61. In addition, Defendant’s conduct constitutes a fraudulent business practice within the meaning of the UCL in that Defendant intentionally and knowingly omitted providing information that refunds are allowed for minors without any restrictions under applicable law, and by explicitly representing that no refunds whatsoever are permitted for any purchases of its Hearthstone card Packs.¹¹ Such representations and omissions misled Plaintiff and the other Class members and are likely to mislead the public.

62. Defendant was aware that minors are a significant portion of the population that plays Hearthstone and that they are not capable of entering into binding contracts including for

¹¹www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy.

1 purchases of such things as in-game content like card Packs such that Defendant should have
2 provided parental control features and provided for an unrestricted right for minors and their
3 guardians to seek refunds of any purchases made.

4 63. Defendant, in light of its explicit representation that in-game purchases were non-
5 refundable had a duty to make Plaintiff and the other members of the Class aware that they had an
6 unrestricted right to refund any purchases, but failed to do so.

7 64. Defendant did not implement any age verification or parental control features in its
8 Hearthstone video game that would have prevented Plaintiff and the other Class members from
9 making the purchases that they did, or would have otherwise allowed them or their guardians to
10 seek a refund for their purchases.

11 65. Nor has Defendant implemented any feature that provides insight as to what cards
12 a player will obtain when they make any given purchase of a card Pack.

13 66. Plaintiff and putative Class members relied on Defendant's omission in that they
14 were unaware that they could disaffirm their contract with Defendant and receive a refund and that
15 they had a very low likelihood of actually obtaining any valuable card from a card Pack purchase.

16 67. Defendant knew or should have known that its representations regarding the in-
17 game purchases were false, deceptive, and misleading.

18 68. Defendant's conduct described herein constitutes an unfair business practice
19 because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or
20 substantially injurious to consumers.

21 69. As a direct and proximate cause of Defendant's deceptive and unfair trade
22 practices, Plaintiff and the other members of the Class, suffered actual damages, including
23 monetary losses.

24 70. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an injunction enjoining
25 Defendant from continuing to engage in the conduct described above as Defendant's wrongful
26 conduct is ongoing.

1 71. Plaintiff also seeks rescission and an order requiring Defendant to make full
2 restitution and to disgorge its ill-gotten gains wrongfully obtained from members of the Class as
3 permitted by Bus. & Prof. Code § 17203.

4 72. Additionally, Plaintiff and the Class members seek an order requiring Defendant to
5 pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

6 **THIRD CAUSE OF ACTION**
7 **Restitution or Unjust Enrichment**
8 **In the Alternative**
9 **(On behalf of Plaintiff and the Class)**

10 73. Plaintiff hereby incorporates the above allegations by reference as though fully set
11 forth herein.

12 74. Plaintiff and the other Class members conferred an economic benefit on Defendant
13 through their in-game purchases.

14 75. It is inequitable and unjust for Defendant to retain the revenues obtained from in-
15 game purchases made by Plaintiff and the other Class members that are refundable or voidable by
16 law, when Defendant does not permit refunds of purchases of its in-game virtual currency and in-
17 game items.

18 76. It is also inequitable and unjust for Defendant to retain the revenue obtained from
19 in-game purchases made by Plaintiffs and the other Class members due to the deceptive nature of
20 Defendant's sales of in-game card Packs that did not allow Plaintiff and the other Class members
21 to see the value of the cards that they were purchasing, nor obtain a refund for their purchases.

22 77. Accordingly, because Defendant will be unjustly enriched if it is allowed to retain
23 such funds, Defendant must pay restitution to Plaintiff and the other Class members in the amount
24 which Defendant was unjustly enriched by each of their in-game purchases

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully requests, on her own behalf and on behalf of all others
27 similarly situated, the following relief:
28

1. For an order certifying this action as a class action, defining the Class and Subclass as requested herein, appointing Plaintiff as class representative and her counsel as class counsel;
2. Declaring that the sales contracts between Defendant and Plaintiff and the Class members are voidable;
3. Awarding Plaintiff all economic, monetary, actual, consequential, compensatory, and punitive damages available at law;
4. Awarding Plaintiff's reasonable attorneys' fees, costs, and other litigation expenses;
5. Awarding pre- and post-judgment interest, as allowable by law;
6. For injunctive relief as the Court may deem proper; and
7. Awarding such further and other relief as the Court deems just and equitable.

JURY DEMAND

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

DATED: May 3, 2022

Respectfully submitted,

Y.H., by and through her Guardian NATHAN HARRIS, individually and on behalf of similarly situated individuals

By: /s/ Eugene Y. Turin

Eugene Y. Turin (SB # 324413)
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, IL 60601
Tel: (312) 893-7002 Ex. 3
Fax: 312-275-7895
eturin@mcgpc.com

*Counsel for Plaintiff and the
Putative Class Members*

21155800

ATTORNEY (Name, State Bar number, and address): Eugene Y. Turin (SBN 342413) McGuire Law, P.C., 55 W. Wacker Dr., Chicago, IL 60601 TELEPHONE NO.: (312) 893-7002 FAX NO. (Optional): E-MAIL ADDRESS (Optional): eturin@mcgpc.com ATTORNEY FOR (Name): Minor Plaintiff Y.H. through her Guardian Nathan Harris	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Y.H., by and through her Guardian Nathan Harris DEFENDANT/RESPONDENT: Electronic Arts, Inc.	
APPLICATION AND ORDER FOR APPOINTMENT OF GUARDIAN AD LITEM—CIVIL <input checked="" type="checkbox"/> EX PARTE	CASE NUMBER: 30-2022-01257732-CU-BT-CXC
NOTE: This form is for use in civil proceedings in which a party is a minor, an incapacitated person, or a person for whom a conservator has been appointed. A party who seeks the appointment of a guardian ad litem in a family law or juvenile proceeding should use form FL-935. A party who seeks the appointment of a guardian ad litem in a probate proceeding should use form DE-350/GC-100. An individual cannot act as a guardian ad litem unless he or she is represented by an attorney or is an attorney.	

1. Applicant (name): Nathan Harris is
 - a. the parent of (name): [REDACTED]
 - b. the guardian of (name):
 - c. the conservator of (name):
 - d. a party to the suit.
 - e. the minor to be represented (if the minor is 14 years of age or older).
 - f. another interested person (specify capacity):

2. This application seeks the appointment of the following person as guardian ad litem (state name, address, and telephone number):
 Nathan Harris
 [REDACTED]
 Tel: [REDACTED]

3. The guardian ad litem is to represent the interests of the following person (state name, address, and telephone number):
 [REDACTED]
 [REDACTED]
 Tel: [REDACTED]

4. The person to be represented is:
 - a. a minor (date of birth): [REDACTED]
 - b. an incompetent person.
 - c. a person for whom a conservator has been appointed.

5. The court should appoint a guardian ad litem because:
 - a. the person named in item 3 has a cause or causes of action on which suit should be brought (describe):
 Minor Plaintiff Y.H. played Defendant's Hearthstone video game which used deceptive advertising of in-game items to encourage Minor Plaintiff Y.H. to make purchases using real world currency, while prohibiting her from exercising her right to disaffirm such purchases in violation of California law and resulting in unjust enrichment.

Continued on Attachment 5a.

PLAINTIFF/PETITIONER: Y.H., by and through her Guardian Nathan Harris DEFENDANT/RESPONDENT: Electronic Arts, Inc.	CASE NUMBER: 30-2022-01257732-CU-BT-CXC
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5. b. more than 10 days have elapsed since the summons in the above-entitled matter was served on the person named in item 3, and no application for the appointment of a guardian ad litem has been made by the person identified in item 3 or any other person.
- c. the person named in item 3 has no guardian or conservator of his or her estate.
- d. the appointment of a guardian ad litem is necessary for the following reasons (*specify*):

Continued on Attachment 5d.

6. The proposed guardian ad litem's relationship to the person he or she will be representing is:
- a. related (*state relationship*): her father
- b. not related (*specify capacity*):
7. The proposed guardian ad litem is fully competent and qualified to understand and protect the rights of the person he or she will represent and has no interests adverse to the interests of that person. (*If there are any issues of competency or qualification or any possible adverse interests, describe and explain why the proposed guardian should nevertheless be appointed*):

Continued on Attachment 7.

Eugene Y. Turin

(TYPE OR PRINT NAME)



(SIGNATURE OF ATTORNEY)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/4/2022

Nathan Harris

(TYPE OR PRINT NAME)



(SIGNATURE OF APPLICANT)


CONSENT TO ACT AS GUARDIAN AD LITEM

I consent to the appointment as guardian ad litem under the above petition.

Date: 5/4/2022

Nathan Harris

(TYPE OR PRINT NAME)



(SIGNATURE OF PROPOSED GUARDIAN AD LITEM)

ORDER EX PARTE

THE COURT FINDS that it is reasonable and necessary to appoint a guardian ad litem for the person named in item 3 of the application, as requested.

THE COURT ORDERS that (*name*): Nathan Harris is hereby appointed as the guardian ad litem for (*name*): [REDACTED] for the reasons set forth in item 5 of the application.

Date:

JUDICIAL OFFICER

SIGNATURE FOLLOWS LAST ATTACHMENT

1 FAEGRE DRINKER BIDDLE & REATH LLP
Ryan M. Salzman (SBN 299923)
2 ryan.salzman@faegredrinker.com
1800 Century Park East, Suite 1500
3 Los Angeles, California 90067
Telephone: +1 310 203 4000
4 Facsimile: +1 310 229 1285

5 Attorneys for Defendant
BLIZZARD ENTERTAINMENT, INC.

6

7

8

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

9

10

11 Y.H., by and through her Guardian
NATHAN HARRIS, individually and on
12 behalf of similarly situated individuals,

13 Plaintiff,

14 v.

15 BLIZZARD ENTERTAINMENT, INC.,
Delaware corporation,

16

17

Defendant.

Case No. _____

**DECLARATION OF OMER
SALIK IN SUPPORT OF
DEFENDANT BLIZZARD
ENTERTAINMENT, INC.'S
NOTICE OF REMOVAL**

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DECLARATION OF OMER SALIK

I, Omer Salik, declare as follows:

1. I currently hold the position of Vice President, Litigation and Intellectual Property for Activision Blizzard, Inc. I have been employed with Activision Blizzard since 2011. Blizzard Entertainment, Inc. is a wholly owned subsidiary. I have worked in the capacity of in-house litigation counsel for Activision Blizzard in its subsidiaries for over 10 years.

2. I submit this declaration in support of Blizzard’s Notice of Removal of the pending Orange County Superior Court putative class action brought by Y.H., by and through her Guardian Nathan Harris. Except as to those stated on information and belief, the facts stated herein are based on my own personal knowledge gained through the course of my employment with Blizzard. If called to testify to the facts stated herein, I could and would do so competently.

3. Blizzard is incorporated in Delaware and has its principal place of business in Irvine, California. The same was true at the time the Plaintiff filed her complaint in this action, and at the time of Blizzard filing its Notice of Removal.

4. Blizzard first released *Hearthstone*, a strategy-based collectible card video game, in the United States in or about March 2014. Blizzard has continually updated *Hearthstone* since its release. *Hearthstone* is free to play, and players can earn playing cards through game play. Players may also choose to spend real money on “Packs” of cards. In May 2014, Blizzard publicly announced that *Hearthstone* already had over 10 million players. Within six months of release, *Hearthstone* had 20 million players.

5. In May 2015, Blizzard announced that *Hearthstone* and a different game that launched the same year, *Destiny*, combined to generate nearly \$1 billion in sales revenue. In the three years following *Hearthstone*’s release, the game generated hundreds of millions of dollars in revenue each year, and the game has continued to

1 be a successful revenue generator through the present day. *Hearthstone* has
2 generated over \$1 billion in revenue since its inception in 2014. Blizzard does not
3 know, and would have no way of accurately knowing, which *Hearthstone* in-game
4 transactions were initiated by minors using parental credit or debit cards. Blizzard
5 speculates that more than one half of one percent of such transactions may have been
6 initiated by minors, resulting in over \$5 million in transactions.

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I declare under penalty of perjury under the laws of the United States of
America that the foregoing is true and correct.

Executed on May 17, 2022 in Hermosa Beach, California.



Omer Salik

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Blizzard Entertainment Hit with Class Action Over Allegedly Illegal Loot Boxes in Hearthstone Game](#)
