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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**ANGELA PRADO, STACI TURNER, and  
KIMBERLY SURETTE**, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

**FUNPLUS INTERNATIONAL AG**, a  
Swiss public limited company, and  
**KINGSGROUP HOLDINGS**, a Cayman  
Islands corporation,

Defendants.

Case No. 3:22-cv-5023

**CLASS ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

1 Plaintiffs Angela Prado, Staci Turner, and Kimberly Surette (collectively, “Plaintiffs”),  
2 on behalf of themselves and all others similarly situated, by and through their attorneys,  
3 for their Complaint against FunPlus International AG and KingsGroup Holdings  
4 (collectively, “Defendants” or “FunPlus”) allege, on knowledge as to their own actions, the  
5 investigation of Plaintiffs’ counsel, and otherwise upon information and belief, as follows:

### 6 PRELIMINARY STATEMENT

7 1. This is a class action lawsuit against FunPlus for falsely advertising price  
8 discounts for in-game purchases and other deceptive and unfair business practices in its  
9 mobile application game (or “app”), State of Survival (“SOS”). SOS is among the highest  
10 grossing mobile strategy games across both Apple and Android devices, with over 100  
11 million downloads and an estimated revenue in excess of \$80 million per month.

12 2. Since its 2019 inception, SOS has generated over a billion in revenue by  
13 offering players “microtransactions”—the ability, while in the game, to make discrete in-  
14 app purchases of in-game valuables necessary to level up one's account. These in-app  
15 purchases, or “packs,” generally range in price from \$0.99 to \$99.99 each.

16 3. However, in its direct marketing to consumers (including representations  
17 made at the time of purchase), FunPlus advertises false former prices to induce players  
18 into believing they must act quickly to take advantage of a limited-time sale price.

19 4. Since SOS launched in 2019 and until present day, FunPlus deceives  
20 consumers by offering specific limited-time “bonuses” that purport to massively discount  
21 the price of its in-game goods. It uses strikethrough pricing and percentages to trick  
22 consumers into believing they were benefitting from limited-time promotions that  
23 substantially increased the value of their in-game purchases, especially in relation to  
24 purchases made by competing players. These purported savings were false, however,  
25 because the original pricing that these ads referenced are fabricated.

26 5. These advertisements have run for years. But at no point, let alone within  
27 three months of the advertised discounts, have these in-game items ever actually been  
28 offered at a non-discounted price—*i.e.*, **without** their “limited time” discounts. In other

1 words, FunPlus never sells these items at their “original” price. It just offers false discounts  
2 from an original price that did not exist, and its players bought packs on “sale” that were  
3 the same prices they would ordinarily pay.

4 6. Furthermore, the advertised “original” pricing does not reflect the prevailing  
5 market retail pricing for these virtual in-game items, which have no real-world value and  
6 whose pricing is entirely determined by FunPlus.

7 7. The Federal Trade Commission (“FTC”) describes these kinds of false former  
8 pricing schemes as deceptive:

9 One of the most commonly used forms of bargain advertising is to offer a  
10 reduction from the advertiser’s own former price for an article. If the former  
11 price is the actual, bona fide price at which the article was offered to the  
12 public on a regular basis for a reasonably substantial period of time, it  
13 provides a legitimate basis for the advertising of a price comparison. Where  
14 the former price is genuine, the bargain being advertised is a true one. If,  
15 on the other hand, the former price being advertised is not bona fide but  
16 fictitious – for example, where an artificial, inflated price was established for  
17 the purpose of enabling the subsequent offer of a large reduction – the  
18 “bargain” being advertised is a false one; the purchaser is not receiving the  
19 unusual value he expects.

16 C.F.R. §233.1(a).

17 8. California statutory and regulatory law also expressly forbid such pricing  
18 schemes. Specifically, Cal. Bus. & Prof. Code §17501 states:

19 No price shall be advertised as a former price of any advertised thing,  
20 unless the alleged former price was the prevailing market price as above  
21 defined within three months next immediately preceding the publication of  
22 the advertisement or unless the date when the alleged former price did  
23 prevail is clearly, exactly and conspicuously stated in the advertisement.

24 9. Defendants knew, or reasonably should have known, that their comparative  
25 price advertising is false, deceptive, misleading, and unlawful.

26 10. Defendants have fraudulently concealed from and intentionally failed to  
27 disclose to Plaintiffs and the putative class members the truth about their advertised price  
28 discounts and former prices.

11. Through this false and deceptive marketing, advertising, and pricing scheme,  
FunPlus has violated California law prohibiting the advertisement of goods for sale as

1 discounted from false former prices and prohibiting misleading statements about the  
2 existence and amount of price reductions.

3 12. The claims and issues asserted herein are governed by California state law.  
4 The State of California has the greatest interest in policing corporate conduct occurring  
5 within the State.

6 13. Upon information and belief, the false advertisements and misleading  
7 statements emanated from the State of California, where FunPlus's key executives and  
8 subsidiaries are located.

9 14. Plaintiffs, individually and on behalf of all others similarly situated, hereby  
10 seek restitution, injunctive relief, punitive damages, attorney's fees, and all other relief  
11 which the Court may deem appropriate.

12 **PARTIES**

13 15. Plaintiff Angela Prado is a resident of California. She began playing SOS  
14 around October 2019. She purchased False Strikethrough Packs, False Percentage  
15 Packs, and False Limited Availability Packs (defined below) which she otherwise would  
16 not have purchased had she known about the deceptive advertising which she reasonably  
17 relied upon in making those purchases. She was also double charged for in-app  
18 purchases.

19 16. Plaintiff Staci Turner is a resident of Ohio. She began playing SOS around  
20 November 2019. She purchased False Strikethrough Packs, False Percentage Packs, and  
21 False Limited Availability Packs (defined below) which she otherwise would not have  
22 purchased had she known about the deceptive advertising which she reasonably relied  
23 upon in making those purchases. She was also double charged for in-app purchases.

24 17. Plaintiff Kimberly Surette is a resident of Canada. She began playing SOS  
25 around January 2021. She purchased False Strikethrough Packs, False Percentage  
26 Packs, and False Limited Availability Packs which she otherwise would not have  
27 purchased had she known about the deceptive advertising which she reasonably relied  
28 upon in making those purchases. She was also double charged for in-app purchases.

1 18. FunPlus was founded in California, apparently with the name Halfquest, and  
2 has since gone through various iterations of names including “FunPlus” and “KingsGroup”.  
3 On information and belief, FunPlus has offices in San Francisco, San Mateo, and Irvine,  
4 California. Its high-level executives are also located in California, including: (a) Yitao Guan,  
5 a resident of Menlo Park and FunPlus International’s co-founder and Chief Technology  
6 Officer; (b) Andy Zhong a/k/a Yingwu Zhong, a resident of San Francisco and co-founder  
7 and Chief Executive Officer; (c) Jeremy Horn, a resident of Los Angeles and VP Head of  
8 Innovation; (d) Wei Wang, a resident of Irvine and Chief Creative Officer; and (e) Michael  
9 Tong, a resident of San Francisco and Chief Strategy Officer.

10 19. Defendant FunPlus International AG (“FunPlus International”) is a Swiss  
11 public limited company. FunPlus International was previously known as (i) KingsGroup  
12 Europe SA, (ii) KingsGroup International AG, and (iii) KingsGroup International SA. Its  
13 directors include Yingwu Zhong (a/k/a Andy Zhong).

14 20. Defendant KingsGroup Holdings is a Cayman Islands corporation. Yingwu  
15 Zhong (a/k/a Andy Zhong) is one of its two directors.

16 21. Defendants have operated through an opaque corporate structure. On  
17 information and belief, Defendants conduct business or have conducted business through  
18 (i) Funplus Interactive USA Inc. d/b/a FunPlus Interactive USA LLC, a Delaware company  
19 with its principal place of business in San Francisco, California; and (ii) Imagendary USA,  
20 LLC f/k/a FunPlus Interactive USA LLC f/k/a KingsGroup USA, LLC, a Delaware company,  
21 with its principal place of business in San Francisco, California.

## 22 JURISDICTION AND VENUE

23 22. This Court has jurisdiction over this action under the Class Action Fairness  
24 Act of 2005. Pursuant to 28 U.S.C. §§1332(d)(2), this Court has original jurisdiction  
25 because the aggregate claims of the putative class members exceed \$5 million, exclusive  
26 of interest and costs, and at least one of the members of the proposed classes is a citizen  
27 of a different state than Defendants.

28 23. This Court has personal jurisdiction over Defendants because they have



1 offices and key executives in this District, committed the tortious acts alleged herein in this  
2 District, regularly conduct business in this District, and have extensive contacts with this  
3 forum.

4 24. Venue is proper in this District under 28 U.S.C. §1391(b)(2), in that a  
5 substantial part of the events or omissions giving rise to the claim occurred in this District.

6 25. In addition, venue is proper in this District under 28 U.S.C. §1391(b)(1) and  
7 §1391(b)(3), in that Defendants reside in this District and are subject to this Court's  
8 personal jurisdiction.

9 **INTRADISTRICT ASSIGNMENT**

10 26. Because a substantial part of the events which give rise to Plaintiffs' claims  
11 occurred in San Francisco and San Mateo counties, pursuant to Local Civil Rule 3-2, this  
12 action should be assigned to the San Francisco or Oakland Division.

13 **FACTUAL ALLEGATIONS**

14 27. SOS is a mobile application strategy game developed and operated by  
15 Defendants and is available on iPhone and Android devices through the Apple App Store  
16 and Google Play platforms, respectively. SOS is a zombie-themed, post-apocalyptic  
17 survival game.

18 28. Beginning in 2019, SOS has consistently been among the most downloaded  
19 mobile game apps on the Apple and Android app stores, having been downloaded over  
20 100 million times by 2021.

21 29. To boost popularity, SOS has collaborated with AMC's The Walking Dead,  
22 UFC's mixed martial arts, and DC Comics to have specialty heroes and themed events.

23 30. Though it is free to initially download, SOS has generated well over a billion  
24 dollars in revenue since its inception. It makes this revenue by offering players  
25 "microtransactions," or discrete in-app purchases that allow players to advance in the  
26 game. These purchases include building material, hero "badges," speed-ups, and other  
27 valuables. An "in-app purchase" refers to a financial transaction initiated from within the  
28 mobile application itself. The most common form of in-app purchases is for bundled groups

1 of resources, or “packs,” generally ranging in price from \$0.99 to \$99.99 each.

2 31. Players engage in “microtransactions” to make in-app purchases containing  
3 items that are necessary to progress their account further and maintain competitiveness  
4 with other players. This business model contrasts with that of many other popular free apps  
5 which offer only non-essential or cosmetic items for purchase. Because SOS offers in-app  
6 purchases that advance one’s account in direct proportion to the amount of money spent  
7 by a player and confer advantages not reasonably attainable by in-game labor alone, it is  
8 most accurately classified as a “Pay to Win” mobile game.

9 32. In other words, a player who spends money in the game will be more  
10 powerful in relation to players who choose not to spend money in the game. The game  
11 leverages this by bombarding players with advertisements and invitations to buy additional  
12 packs and resources whenever they reach a point in the game where their progress has  
13 stalled. In other words, the game’s model is designed to create a sense of urgency around  
14 the purchase of in-game resources, and SOS further capitalizes on this sense of urgency  
15 by suggesting that purchases are limited-time offerings made available at a substantial  
16 discount.

17 33. Once a player creates an account, they are placed automatically into a  
18 specific “State,” or server, along with several thousand players who also created their  
19 accounts at a similar period in time. Thereafter, they are able to begin upgrading the level  
20 of their “Headquarters” within their settlement, and the buildings within it. They do this to  
21 strengthen their combat abilities and therefore maintain a competitive position among other  
22 players in the server.

23 34. The purpose of the game is to advance the strength of one’s settlement by  
24 upgrading buildings, locating and upgrading heroes, and training a large number of strong  
25 troops. The players join large allegiances of other players that compete for dominance  
26 within the State through various in-game events.

27 35. In order to progress past a certain level in the game, it is necessary to  
28 purchase in-app “packs” that contain the required items to level up one’s account in the

1 game. These essential items require spending real money, as they are otherwise only  
2 available in insufficient amounts through in-game labor alone.

3 36. After a few days of playing and regularly making upgrades, the cost to  
4 acquire the materials needed to make subsequent upgrades increases exponentially.

5 37. For example, to upgrade one's Headquarters to level 2 costs 3,000 wood,  
6 one of the many in-game resources that players acquire. The upgrade is completed  
7 instantly. But to upgrade one's Headquarters from level 29 to level 30 requires 290 *million*  
8 wood—nearly 1,000,000% of the amount needed for the initial upgrade. Upgrading to level  
9 30 also requires 290 million food, 81.1 million metal, and 23.2 million gas (all additional in-  
10 game resources). Once initiated, this upgrade takes 948 hours to complete, unless players  
11 purchase construction speed-up boosters.

12 38. If a player does not make any purchases in the game, it would require close  
13 to *16 months* of playing two hours each day, 365 days a year, to gather the necessary  
14 resources to upgrade their Headquarters to level 30. And this is considered to be the first  
15 priority upgrade for players; in other words, a player who manages to upgrade their  
16 Headquarters to level 30 has only just begun.

17 39. Alternatively (and frequently), the game reminds players that instead of  
18 devoting countless hours to progress in the game, they can simply purchase packs. The  
19 game designs these upgrades to lure players into spending money on resources.

20 40. These upgrades all cost gameplayers significant, real currency. The packs  
21 necessary for these upgrades are generally offered at the following prices: \$99.99, \$49.99,  
22 \$19.99, \$9.99, \$4.99, \$1.99 and \$0.99. The advertisements for a particular pack at different  
23 pricing levels usually have similar graphical advertisements but contain varying amounts  
24 of items in proportion to their price.

25 41. To acquire the resources necessary to reach Headquarters level 30, a player  
26 would need to spend approximately \$1,400 on packs. However, this cost is never made  
27 clear to the player because Defendants know that players would not be willing to pay  
28 \$1,400 if they were aware of the total cost up front. After all, these are players who



1 specifically selected a free-to-play game instead of spending \$20 to \$60 on a traditional  
2 video game that is available for one time purchase, and with the same mechanics.

3 42. Knowing this, Defendants instead leverage the incremental upgrade system  
4 to spread this total cost over 29 separate upgrades, all while keeping consumers in the  
5 dark. There is no in-game mechanism to review one's purchase history or the total amount  
6 one has spent. Upgrade costs are only shown for those upgrades for which the player is  
7 currently eligible, meaning Defendants hide the explosive exponential costs of in-game  
8 upgrades until the game's players have already invested months of time and money into  
9 the game.

10 43. Once players are fully invested, Defendants then use packs to create a false  
11 sense of urgency and scarcity to pressure them into making several dozen smaller  
12 purchases over a period of days, weeks, or months.

13 44. In other words, at no point are players told it will cost them \$1,400 to upgrade  
14 their Headquarters to level 30. Instead, they are bombarded with an endless series of  
15 advertisements urgently offering limited-time sales, each providing the opportunity to  
16 purchase just the incremental resources needed at the time to reach the next level of  
17 upgrade.

18 45. Defendants follow this model intentionally to foster dangerous consumer  
19 behaviors that ultimately result in more purchases, at the expense of its players.

20 46. Research into microtransactions and human behavior shows that a critical  
21 link between microtransaction purchases and problem gaming behavior (*i.e.*, behavior  
22 associated with gambling addiction) forms with high frequency purchases.<sup>1</sup> Of note, "Both  
23 classical and operant conditioning theories suggest that more frequent events or quicker  
24 pay out frequencies could increase the likelihood of problematic microtransaction purchase  
25 behavior and problem gambling symptoms through reinforcement."<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>1</sup> Erin Gibson et. al, *The relationship between videogame micro-transactions and problem*  
*gaming and gambling: A systematic review*, 131 Computers in Human Behavior 107219

28 <sup>2</sup> *Id.*

1           47. Thus, by luring players into making several smaller, time-sensitive purchases  
2 of purportedly high-value packs, Defendants specifically intend to foster addictive  
3 behaviors by luring consumers into dangerous spending habits.

4           48. To advance this goal, Defendants create a false sense of urgency, scarcity,  
5 and value for the packs they present to consumers, so that consumers will encounter as  
6 much pressure as possible to make the frequent, small purchases that lead to addictive  
7 behaviors.

8           49. Many displayed packs have a clock timer counting down the time that the  
9 pack is still available, creating a sense of urgency and scarcity to induce a player to  
10 purchase a pack immediately.

11           50. The pack advertisements consist of a graphical image which has, in writing,  
12 the name of the pack. The graphical image also contains any relevant descriptions of  
13 “sales” or “special offers” including: whether the pack is (supposedly) offered at a lower  
14 price than normal, whether the pack now contains some percentage increase in items  
15 received than when the pack is normally purchased, whether the pack offer is limited by a  
16 certain timer, and the number of packs available to be purchased (e.g., “Only 1  
17 remaining!”).

18           51. However, these advertisements are false, deceptive, and intended to mislead  
19 players into making in-app purchases that they otherwise would not have made.

20           52. Defendants falsely promote these packs as being on sale or discounted by  
21 misrepresenting that such packs are currently being offered at a lower price than normal,  
22 include limited-time bonuses that purport to substantially increase the value of the packs,  
23 or have limited availability. Since the game pits players against each other, there is  
24 significant pressure on players to take advantage of these limited-time offerings so that  
25 they can gain a competitive edge against opponents who presumably are left to pay full  
26 price.

27           53. Additionally, the advertisements mislead players into believing they will find  
28 themselves at a competitive *disadvantage* if they do not purchase packs now, since they

1 will be left paying full price for items their opponents were able to purchase at a discount.

2 54. FunPlus uses false reference pricing schemes to increase sales because  
 3 they know these reference prices influence purchasing decisions, as consumers want  
 4 bargains. Fake discounting and false reference prices are widely recognized to be powerful  
 5 tools in convincing customers to make purchases, and this issue has been studied  
 6 repeatedly. As one recent research study from the Harvard Business School summarized:

7 Taken together, evidence from our analysis of observational transaction  
 8 data and our laboratory experiment suggests that fake prices provide  
 9 sellers with a powerful tool to enhance demand, but one that may come at  
 10 the expense of misleading consumers about products' true initial selling  
 11 prices. Consumers take initial prices as signals of product quality and rate  
 12 offers as being better deals the higher these initial prices are with respect  
 13 to present selling prices. Accordingly, fake prices have the highest influence  
 14 on purchase likelihood for less-informed consumers.

15 . . .  
 16 By definition, a fake price offers a fake discount—a discount that does not  
 17 represent a decrease from some previous selling price but, rather, the  
 18 difference between the current selling price and a fake introductory price.  
 19 There is much existing literature on the impact of discounts on consumer  
 20 behavior beyond . . .<sup>3</sup>

21 55. FunPlus's use of false discounting is particularly effective in influencing  
 22 purchasing decisions because SOS, like other freemium games, is already highly  
 23 addictive. As an editorial in the Society for the Study of Addiction has observed:

24 Predatory monetization schemes in video games are purchasing systems  
 25 that disguise or withhold the longterm cost of the activity until players are  
 26 already financially and psychologically committed. Such schemes  
 27 contribute to the increasing similarity of gaming and gambling and the  
 28 potential for financial harm for those with Internet gaming disorder.

29 . . .  
 30 Game monetization schemes have become increasingly sophisticated and  
 31 have been featured more prominently within popular on-line games. In our  
 32 view, some of these schemes could be considered predatory. Predatory  
 33 monetization schemes typically involve in-game purchasing systems that  
 34 disguise or withhold the true long-term cost of the activity until players are  
 35 already financially and psychologically committed. Such schemes are  
 36 designed to encourage repeated player spending using tactics or elements

37 <sup>3</sup> Donald Ngwe, *Fake Discounts Drive Real Revenues in Retail*, Harvard Business School  
 38 Working Paper (2018) (available at [https://www.hbs.edu/ris/Publication%20Files/18-113\\_16977967-84c0-488d-96e5-ffba637617d9.pdf](https://www.hbs.edu/ris/Publication%20Files/18-113_16977967-84c0-488d-96e5-ffba637617d9.pdf))



1 that may involve, either singularly or in combination, limited disclosure of  
 2 the product; intrusive and unavoidable solicitations; and systems that  
 3 manipulate reward outcomes to reinforce purchasing behaviors over skillful  
 4 or strategic play. Such strategies may exploit inequalities in information  
 5 between purchaser and provider, such as when the industry uses  
 6 knowledge of the player's game-related preferences, available funds and/or  
 7 playing and spending habits, to present offers predetermined to maximize  
 8 the likelihood of eliciting player spending.<sup>4</sup>

9 56. There are three primary categories of deceptive pack advertisements within  
 10 SOS: (a) packs that offer the illusion of price discounts through the strikethrough graphics,  
 11 hereafter referred to as "False Strikethrough Packs"; (b) packs that falsely advertise that a  
 12 pack contains extra value by containing an extra percentage increase value relative to  
 13 normal versions of the same pack, hereafter referred to as "False Percentage Packs"; and  
 14 (c) packs that falsely allege the limited availability of purchases. Any deceptively advertised  
 15 pack can belong to more than one of these categories simultaneously or may be deceptive  
 16 for a separate reason outside of the ones belonging to the three main categories.

### 17 False Strikethrough Packs

18 57. The False Strikethrough Packs display an advertised price for which the pack  
 19 is currently offered. Above that green arrow is a significantly higher price struck through  
 20 with a red line. The advertisements suggest that the pack was formerly offered at the higher  
 21 price but is now heavily discounted.



<sup>4</sup> <https://onlinelibrary.wiley.com/doi/epdf/10.1111/add.14286>



58. However, these packs were in fact never offered at the advertised former reference price.

59. There are dozens of False Strikethrough Packs sold at multiple pricing tiers, including: “Crates of Choice,” packs that purport to offer “Crazy Rebates from your Choice of Crates” offered across the \$4.99, \$9.99, and \$19.99 pricing tiers. None of these packs were ever offered at the former reference prices.

60. Defendants had actual knowledge that the False Strikethrough Packs contained false or misleading representations as to their former prices. Defendants designed and promoted these advertisements from 2019 until present day, as the practice of offering these deceptive packs continues.

61. The price at which a pack is obtained is a material consideration when reasonable players, including Plaintiffs, decide to make purchases. Players seek to maximize the amount of items obtained from the pack for the lowest cost. Defendants deceive players into taking advantage of discounts so that players believe they may achieve a competitive advantage on the mistaken belief that other players may have to pay the substantially-higher non-discounted price for the same number of items.

62. Plaintiffs and the Classes reasonably relied on the “strikethrough” pricing when purchasing numerous False Strikethrough Packs. Had Plaintiffs known the “strikethrough” pricing was false, Plaintiffs would not have purchased many of the False

1 Strikethrough Packs that they purchased.

2 63. If Plaintiffs and the Classes could ever have reasonably realized that the  
3 False Strikethrough Packs were never sold at the original reference price, such realization  
4 would have occurred only after enough game play that Defendants would have already  
5 achieved their goal of establishing addictive spending habits. Thus, to the extent Plaintiffs  
6 or any of the Classes continued to make purchases after developing an understanding that  
7 the packs were never offered at the original price, this was the calculated and intended  
8 result that Defendants sought when engaging in this deceptive and unfair practice in the  
9 first place.

10 **False Percentage Packs**

11 64. The False Percentage Packs also falsely advertise that a pack possesses  
12 extra value by containing a specific percentage increase in items or resources relative to  
13 normal versions of the same pack. The false percentage is indicated by a large and  
14 attention-grabbing bubble in the pack’s graphical advertisement that contains a  
15 quantitative claim regarding the increase in value of this pack relative to packs which are  
16 not on sale.



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65. For example, the Darts Mega Bundle pack is offered with a graphical image of a red bubble containing “1550%”—indicating to a reasonable consumer that this specific pack is discounted because it contains a 1550% increase in the value or quantity of items contained within it when compared to a Darts Mega Bundle without such a representation.

66. Defendants intentionally designed the packs to mislead players into believing that the packs represented a sale value, including both a false original reference price and an illusory increase in value, to induce those players to purchase the packs. Defendants knowingly took those ordinary item packs and simply placed a percentage graphic on the ad copies without altering anything else.

67. Defendants have been promoting these False Percentage Packs from 2019 until present day, as the practice continues.

68. Plaintiffs all reasonably relied on the percentage graphics on the False Percentage Packs as a material consideration in purchasing those packs. Had the Plaintiffs known the packs were not actually on sale in the manner represented, they would not have purchased the False Percentage Packs.

### **False Limited Availability Packs**

69. The False Limited Availability Packs indicate that a particular pack can only be purchased a finite number of times within the server. For example, text underneath a pack advertisement may say “Only 1 remaining!” These advertisements create a sense of

1 artificial scarcity whereby players are pressured into purchasing packs containing valuable  
2 items to enhance their accounts, ostensibly to simultaneously deprive competitors from  
3 accessing the same packs.



27 70. However, Defendants' representations as to the scarcity of the packs are  
28 false. Other players are also able to purchase these packs even if another player buys all



1 of the supposedly remaining packs. Furthermore, the player who purchased the False  
2 Limited Availability Pack is often offered the same pack to purchase again, especially at  
3 the \$99.99 pricing tier.

4 71. Defendants intentionally designed the packs to mislead players into believing  
5 that the packs were limited in availability. Defendants knowingly added a message to  
6 players communicating an artificial scarcity in order to induce them to purchase the packs  
7 immediately.

8 72. Plaintiffs all reasonably relied on the textual advertisements of supposed  
9 scarcity accompanying the ad copy as a material consideration in purchasing those packs.  
10 Had the Plaintiffs known the packs were not actually scarce or limited, they would not have  
11 purchased the False Limited Availability Packs.

#### 12 **Unfair Practice of Double-Charging and Purchase Banning**

13 73. Aside from the deceptive marketing of packs, Defendants have engaged in  
14 other unfair and oppressive conduct towards players making in-app purchases in SOS.

15 74. Defendants often processed duplicative payments for the same packs. All  
16 Plaintiffs purchased some quantity of packs for which they were charged twice instead of  
17 only once.

18 75. Defendants denied Plaintiffs' refund requests for any duplicative charges of  
19 their in-app purchases. When Plaintiffs Angela Prado and Staci Turner sought refunds for  
20 the charges through the Apple Store or Google Play Store, Defendants "purchase banned"  
21 them from SOS if they were successful in obtaining the refunds. "Purchase banned"  
22 players are unable to make any subsequent in-app purchases within SOS. This effectively  
23 destroys the ability of those players to meaningfully compete in the game, even when those  
24 players have spent tens of thousands of U.S. dollars, often forcing the players off the game.

25 76. The practice of "purchase banning" any players who successfully obtain  
26 refunds for duplicative charges from the App store is widely practiced by Defendants.  
27 Defendants therefore attempt to coerce players into accepting these phantom charges by  
28 effectively holding their entire accounts hostage, into which players have often invested



1 significant real money and time.

2 77. All Plaintiffs were double charged for some of their in-app purchases on SOS.  
3 Plaintiffs Angela Prado and Staci Turner were subsequently purchase banned in SOS after  
4 obtaining some refunds back from the App store.

5 **CLASS ALLEGATIONS**

6 78. Plaintiffs bring this action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3),  
7 on behalf of themselves and the following proposed “Global Class”:

8 All persons, within the applicable statute of limitations, who purchased  
9 False Strikethrough Packs, False Percentage Packs, False Limited Time  
10 Availability packs, or any packs in which they were double-charged, and/or  
such subclasses as the Court may deem appropriate.

11 79. Plaintiff Angela Prado also brings this action on behalf of herself and on  
12 behalf of the following subclass (the “California Class”):

13 All persons in California, within the applicable statute of limitations, who  
14 purchased False Strikethrough Packs, False Percentage Packs, False  
15 Limited Time Availability packs, or any packs in which they were double-  
charged, and/or such subclasses as the Court may deem appropriate.

16 80. Plaintiff Staci Turner also brings this action on behalf of herself and on behalf  
17 of the following subclass (the “Ohio Class”):

18 All persons in Ohio, within the applicable statute of limitations, who  
19 purchased False Strikethrough Packs, False Percentage Packs, False  
20 Limited Time Availability packs, or any packs in which they were double-  
charged, and/or such subclasses as the Court may deem appropriate.

21 81. Excluded from the proposed Classes are Defendants and their employees,  
22 officers, directors, legal representatives, heirs, successors, subsidiaries, and affiliates, and  
23 the judicial officers and their immediate family members and associated court staff  
24 assigned to this case, as well as all persons who make a timely election to be excluded  
from the proposed class.

25 82. Certification of Plaintiffs’ claims for class-wide treatment is appropriate  
26 because Plaintiffs can prove the elements of their claims on a class-wide basis using the  
27 same evidence they would use to prove those elements in individual actions alleging the  
28

1 same claims.

2 83. This action meets all applicable standards of Fed. R. Civ. P. 23 for class  
3 certification, in that Plaintiffs can demonstrate the elements delineated below.

4 84. **Numerosity**. The members of the proposed Classes are so numerous and  
5 geographically dispersed that individual joinder of all proposed class members is  
6 impracticable. See Fed. R. Civ. P. 23(a)(1). While Plaintiffs believe that there are hundreds  
7 of thousands of members of the proposed Classes, the precise number of class members  
8 is unknown, but may be ascertained from Defendants' books and records. On information  
9 and belief, Defendants maintain a list of users that includes personal information for the  
10 user including their email addresses, whether they have made in-app purchases, and  
11 which in-app purchases they have made.

12 85. Applying a reasonable and prudent person standard to the users of State of  
13 Survival under the same or similar circumstances, each user would qualify to be a class  
14 member requesting the right to cancel and get refunds on their in-app purchases. Any  
15 reasonable and prudent person under the same or similar circumstances wants to have  
16 the flexibility to disaffirm an in-app purchase that was made while believing that the packs  
17 they purchased were part of a sale or promotion but, in reality, were not.

18 86. **Commonality and Predominance**. This action involves common questions  
19 of law and fact, which predominate over any questions affecting individual class members.  
20 See Fed. R. Civ. P. 23(a)(2) and (b)(3). These include, without limitation:

- 21 a. Whether Defendants engaged in the conduct alleged in this  
22 Complaint;
- 23 b. Whether Defendants violated the applicable statutes alleged herein;
- 24 c. Whether Defendants designed, advertised, marketed, distributed,  
25 sold, or otherwise placed State of Survival into the stream of commerce in the United  
26 States;
- 27 d. Whether Defendants' conduct emanated from the State of California;
- 28 e. Whether Plaintiffs and the class members are injured and harmed

1 directly by Defendants' false advertising designed to entice users into making in-app  
2 purchases they otherwise would not have made;

3 f. Whether Plaintiffs and the class members are entitled to damages due  
4 to Defendants' conduct as alleged in this Complaint, and if so, in what amounts; and

5 g. Whether Plaintiffs and members of the Classes are entitled to  
6 equitable relief, including, but not limited to, restitution or injunctive relief as requested in  
7 this Complaint.

8 87. **Typicality.** Plaintiffs' claims are typical of the putative class members' claims  
9 because, among other things, all such class members were comparably injured through  
10 Defendants' wrongful conduct as described above. See Fed. R. Civ. P. 23(a)(3).  
11 Defendants' creation and display of its misleading advertisements is uniform for all  
12 Plaintiffs and class members.

13 88. **Adequacy.** Plaintiffs are adequate proposed class representatives because  
14 their interests do not conflict with the interests of the other members of the proposed  
15 Classes they seek to represent, because they have retained counsel competent and  
16 experienced in complex class action litigation, and because they intend to prosecute this  
17 action vigorously. The interests of the proposed Classes will be fairly and adequately  
18 protected by Plaintiffs and their counsel. See Fed. R. Civ. P. 23(a)(4).

19 89. **Declaratory and Injunctive Relief.** Defendants have acted or refused to act  
20 on grounds generally applicable to Plaintiffs and the other members of the proposed  
21 Classes, thereby making appropriate final injunctive relief and declaratory relief, as  
22 described below, with respect to the proposed Classes as a whole. See Fed. R. Civ. P.  
23 23(b)(2). Defendants' wrongful conduct alleged herein is grounded in the creation and  
24 dissemination of their pack offerings in-game, which are displayed uniformly. Plaintiffs' and  
25 the class members' injuries are real, immediate, and ongoing. Plaintiffs and class members  
26 seek injunctive and declaratory relief from Defendants.

27 90. **Superiority.** A class is superior to any other available means for the fair and  
28 efficient adjudication of this controversy, and no unusual difficulties are likely to be

1 encountered in the management of this class action. The damages or other financial  
2 detriment suffered by Plaintiffs and putative class members are relatively small compared  
3 to the burden and expense that would be required to individually litigate their claims against  
4 Defendants, so it would be impracticable for members of the proposed Classes to  
5 individually seek redress for Defendants' wrongful conduct.

6 91. Applying the principles of equity or balance of equities, expecting an  
7 individual Plaintiff who is at a disadvantage with limited resources and spending capacity,  
8 and with minimal negotiating power, if any, to litigate claims against Defendants,  
9 multibillion-dollar corporations that have immense resources and deep pockets, would be  
10 unfair. Class actions are a necessary and essential means to provide for public interest  
11 litigations with checks and balances to curtail deceptive practices by powerful private  
12 corporations, including Defendants.

13 92. There is no special interest in class members individually controlling the  
14 prosecution of separate actions. And even if class members could afford individual  
15 litigation, the court system could not. Individualized litigation creates a potential for  
16 inconsistent or contradictory judgments, and it increases the delay and expense to all  
17 parties and the court system. By contrast, the class action device presents far fewer  
18 management difficulties and provides the benefits of single adjudication, economy of scale,  
19 and comprehensive supervision by a single court. See Fed. R. Civ. P. 23(b)(3).

#### 20 **CALIFORNIA LAW APPLIES TO ALL CLASSES**

21 93. California's substantive laws apply to every class member, regardless of  
22 where the class member resides.

23 94. California's substantive laws may be constitutionally applied to the claims of  
24 Plaintiffs and the Classes under the Due Process Clause, 14th Amend. §1, and the Full  
25 Faith and Credit Clause, Art. IV §1 of the U.S. Constitution. California has significant  
26 contacts, or significant aggregation of contacts, to the claims asserted by Plaintiffs and all  
27 class members, thereby creating state interests that ensure that the choice of California  
28 state law is not arbitrary or unfair.



1 95. FunPlus and its various operating entities were founded in California.  
2 FunPlus maintains offices in California, and its co-founders and key executives reside in  
3 California. On information and belief, Defendants’ principal places of business are located  
4 in California. FunPlus conducts substantial business in California. Therefore, California has  
5 an interest in regulating Defendants’ conduct under its laws.

6 96. FunPlus’s decision to reside in California and avail itself of California’s laws,  
7 and to engage in the challenged conduct from and emanating out of California, renders the  
8 application of California law to the claims herein constitutionally permissible.

9 97. California is also the state from which Defendants’ alleged misconduct and  
10 false statements emanated. This conduct similarly injured and affected Plaintiffs and all  
11 other class members.

12 98. The application of California laws to the Classes is also appropriate under  
13 California’s choice of law rules because California has significant contacts to the claims of  
14 Plaintiffs and the proposed Classes, and California has a greater interest in applying its  
15 laws here than any other interested state.

16 **FIRST CLAIM FOR RELIEF**

17 **Violation of California’s Unfair Competition Law (“UCL”)**

18 **Cal. Business & Professional Code §17200 et seq.**

19 **(By Plaintiffs, individually and on behalf of All Classes)**

20 99. Plaintiffs incorporate by reference all allegations in this Complaint and restate  
21 them as if fully set forth herein.

22 100. The UCL defines unfair business competition to include any “unlawful, unfair  
23 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading”  
24 advertising. Cal. Bus. & Prof. Code §17200.

25 101. A business act or practice is “unlawful” under the UCL if it violates any other  
26 law or regulation.

27 102. A business act or practice is “unfair” under the UCL if the reasons,  
28 justifications, and motives of the alleged wrongdoer are outweighed by the gravity of the

1 harm to the alleged victims.

2 103. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
3 members of the consuming public.

4 104. Defendants have violated the “unlawful” prong under the UCL and have  
5 engaged in “unfair, deceptive, untrue or misleading” advertising.

6 105. The Federal Trade Commission Act prohibits “unfair or deceptive acts or  
7 practices in or affecting commerce” (15 U.S.C. §45(a)(1)) and specifically prohibits false  
8 advertisements. 15 U.S.C. §52(a). FTC Regulations describe false former pricing  
9 schemes—similar to Defendants’ False Strikethrough Packs and False Percentage Packs  
10 in all material respects—as deceptive practices that would violate the FTC Act.

11 106. 16 C.F.R. §233.1 states:

12 (a) One of the most commonly used forms of bargain advertising is to  
13 offer a reduction from the advertiser’s own former price for an article. If the  
14 former price is the actual, bona fide price at which the article was offered to  
15 the public on a regular basis for a reasonably substantial period of time, it  
16 provides a legitimate basis for the advertising of a price comparison. Where  
17 the former price is genuine, the bargain being advertised is a true one. If,  
18 on the other hand, the former price being advertised is not bona fide but  
19 fictitious—for example, where an artificial, inflated price was established for  
20 the purpose of enabling the subsequent offer of a large reduction—the  
21 “bargain” being advertised is a false one; the purchaser is not receiving the  
22 unusual value he expects. In such a case, the “reduced” price is, in reality,  
23 probably just the seller’s regular price.

24 (b) A former price is not necessarily fictitious merely because no sales  
25 at the advertised price were made. The advertiser should be especially  
26 careful, however, in such a case, that the price is one at which the product  
27 was openly and actively offered for sale, for a reasonably substantial period  
28 of time, in the recent, regular course of his business, honestly and in good  
faith—and, of course, not for the purpose of establishing a fictitious higher  
price on which a deceptive comparison might be based. And the advertiser  
should scrupulously avoid any implication that a former price is a selling,  
not an asking price (for example, by use of such language as, “Formerly  
sold at \$ \_\_\_\_\_”), unless substantial sales at that price were actually made.

107. California law also prohibits false former pricing schemes. Cal. Bus. & Prof.  
Code §17501, entitled “Value determinations; Former price advertisements,” states:

For the purpose of this article the worth or value of any thing advertised is  
the prevailing market price, wholesale if the offer is at wholesale, retail if the

1 offer is at retail, at the time of publication of such advertisement in the  
2 locality wherein the advertisement is published.

3 No price shall be advertised as a former price of any advertised thing,  
4 unless the alleged former price was the prevailing market price as above  
5 defined within three months next immediately preceding the publication of  
6 the advertisement or unless the date when the alleged former price did  
7 prevail is clearly, exactly, and conspicuously stated in the advertisement.

8 108. As further detailed in the Second Claim for Relief below, California's False  
9 Advertising Law also prohibits a business from "[a]dvertising goods or services with intent  
10 not to sell them as advertised," Cal. Civ. Code §1770(a)(9), and prohibits a business from  
11 "[m]aking false or misleading statements of fact concerning reasons for, existence of, or  
12 amounts of price reductions." *Id.* §(a)(13)

13 109. The False Strikethrough Packs, False Percentage Packs, and False Limited  
14 Availability Packs violate the unlawful prongs of the UCL since they violate 16 C.F.R.  
15 §233.1, Cal. Bus. & Prof. Code §17501, and Cal. Civ. Code §§1770(a)(9) and (a)(13).

16 110. The False Percentage Packs misrepresent the existence of a sale whereby  
17 players can allegedly purchase more items and resources from a pack than they normally  
18 could for the same price.

19 111. Defendants' use of the False Percentage Packs violates 15 U.S.C. §45(a)(1),  
20 15 U.S.C. §52(a), and the FTC Guidelines published in Title 16, Code of Federal  
21 Regulations, Section 233.

22 112. Defendants also violated and continue to violate Cal. Bus. & Prof. Code  
23 §17501, and Cal. Civ. Code §1770, sections (a)(9) and (a)(13), by advertising false  
24 discounts from purported former prices that were, in fact, not the prevailing market prices  
25 within three months preceding the publication and dissemination of advertisements  
26 containing the false former prices.

27 113. Defendants have also violated the "unfair" prong of the UCL by falsely  
28 representing that its consumers received a discount from a referenced "original" former  
price of its False Strikethrough Packs where, in fact, Defendants set an arbitrary price for  
the goods contained in these packs and then falsely pretended the packs had ever been



1 offered for sale without their supposed discount.

2 114. Additionally, Defendants have violated the “unfair” prong of the UCL by  
3 falsely representing that its False Percentage Packs contained unique and specific  
4 increases in items or resources when, in fact, they contained the same resources and in-  
5 game items as they always do.

6 115. Defendants have also violated the “unfair” prong of the UCL by double-  
7 charging players for purchased packs and then penalizing players for seeking and  
8 obtaining refunds for these double purchases, thereby deterring players from obtaining  
9 refunds to which they are entitled.

10 116. Defendants have also violated the “unfair” prong of the UCL by engaging in  
11 predatory practices designed to foster gambling addiction in consumers, in that they: (a)  
12 deploy their microtransactions in a way specifically designed to ensnare players into  
13 addictive spending habits; (b) falsely create a sense of urgency, scarcity, and value in order  
14 to secure addictive high frequency microtransactions; and (c) use incremental cost step-  
15 ups to prevent players from realizing the true cost of the game and how much they have  
16 spent. Defendants’ goals in engaging in these practices are far outweighed by the harm  
17 they cause.

18 117. These acts and practices are unfair because they were likely to cause  
19 consumers to falsely believe that Defendants were offering value, discounts, or bargains  
20 from the prevailing market value or worth of the products sold that do not, in fact, exist. As  
21 a result, purchasers (including Plaintiffs) reasonably understood that they were receiving  
22 valuable price reductions on purchases of in-game items. This, in turn, has induced  
23 reasonable purchasers to buy such products from Defendants that they would not have  
24 otherwise purchased.

25 118. The gravity of the harm to Plaintiffs and members of the Classes resulting  
26 from these unfair acts and practices outweighs any conceivable reasons, justifications, or  
27 motives that Defendants may have had for engaging in such deceptive acts and practices.

28 119. Additionally, Defendants have violated the “fraudulent” prong of the UCL

1 because their marketing and advertising materials included false “original” prices for its  
2 False Strikethrough Packs, and because these same materials also suggested that the  
3 offers in the False Percentage Packs and False Limited Availability Packs were unique,  
4 limited, and would no longer be available at those price points following the conclusion of  
5 its sale events. In actuality, the packs never contained the limited time deals or discounts  
6 they purported to offer.

7 120. Defendants’ acts and practices deceived Plaintiffs and the Classes at large.  
8 Specifically, Plaintiffs and the Classes relied on these misleading and deceptive  
9 representations regarding the limited-time bonuses they could expect to receive in the  
10 packs. Each of these representations and deceptions played a substantial role in Plaintiffs’  
11 decisions to purchase the packs, and Plaintiffs would not have done so in the absence of  
12 such representations.

13 121. Plaintiffs and the Classes never received the benefit of their bargains with  
14 Defendants, in that the “discounted” resources offered for sale in the packs did not give  
15 them the anticipated competitive edge against their opponents. Competitors could simply  
16 purchase packs at the same false sale pricing, or with the same number of items, or the  
17 same pack availability notwithstanding representation that these were limited time offers.

18 122. Similarly, players who purchased the False Percentage Packs and the False  
19 Strikethrough Packs defensively (to protect against becoming overpowered by opponents  
20 who they believed had been able to take advantage of the purportedly limited-time  
21 bonuses) were deprived of the benefit of their bargains, because the threat itself was a  
22 fabrication. There was never a risk of falling behind due to a player’s failure to purchase  
23 items at their discounted price, because the price was always discounted.

24 123. As a result of these violations under each of the fraudulent, unfair, and  
25 unlawful prongs of the UCL, Defendants have been unjustly enriched at the expense of  
26 Plaintiffs and members of the proposed Classes. Specifically, FunPlus has been unjustly  
27 enriched by obtaining revenues and profits that it would not otherwise have obtained  
28 absent its false, misleading, and deceptive conduct

1 124. Through their unfair acts and practices, Defendants have improperly  
2 obtained money from Plaintiffs and the class members. As such, Plaintiffs request that this  
3 Court cause Defendants to restore this money to Plaintiffs and all class members, and to  
4 enjoin them from continuing to violate the UCL, and/or from violating the UCL in the future.  
5 Otherwise, Plaintiffs, the class members, and members of the general public may be  
6 irreparably harmed and/or denied an effective and complete remedy if such an order is not  
7 granted.

8 **SECOND CLAIM FOR RELIEF**

9 **Violation of California’s False Advertising Law (“FAL”)**

10 **Cal. Business & Professional Code §17500 *et seq.***

11 **(By Plaintiffs, individually and on behalf of All Classes)**

12 125. Plaintiffs incorporate by reference all allegations in this Complaint and restate  
13 them as if fully set forth herein.

14 126. The FAL prohibits unfair, deceptive, untrue, or misleading advertising,  
15 including, but not limited to, false statements as to worth, value, and former price.

16 127. Furthermore, the FAL provides that: “No price shall be advertised as a former  
17 price of any advertised thing, unless the alleged former price was the prevailing market  
18 price as above defined within three months next immediately preceding the publication of  
19 the advertisement or unless the date when the alleged former price did prevail is clearly,  
20 exactly and conspicuously stated in the advertisement.” Cal. Bus. & Prof. Code §17501.

21 128. The False Strikethrough Packs and the False Percentage Packs  
22 misrepresent the existence of a sale whereby players can allegedly purchase packs at a  
23 discounted price, or with an increased percentage of items or resources. The False Limited  
24 Availability Packs misrepresent the exclusive nature, and therefore competitive value, of  
25 the packs.

26 129. Through their unfair acts and practices, Defendants have improperly  
27 obtained money from Plaintiffs and the class members. As such, Plaintiffs request that this  
28 Court cause Defendants to restore this money to Plaintiffs and all class members, and to

1 prevent Defendants from continuing to violate the FAL, and/or from violating the FAL in the  
2 future. Otherwise, Plaintiffs, the class members, and members of the general public may  
3 be irreparably harmed and/or denied an effective and complete remedy if such an order is  
4 not granted.

5 **THIRD CLAIM FOR RELIEF**

6 **Violation of the California Consumers Legal Remedies Act ("CLRA")**

7 **Cal. Civ. Code. §1750 et seq.**

8 **(By Plaintiffs, individually and on behalf of All Classes)**

9 130. Plaintiffs incorporate by reference all allegations in this Complaint and restate  
10 them as if fully set forth herein.

11 131. Plaintiffs and the other class members are consumers within the meaning of  
12 Cal. Civ. Code §1761(d) and have engaged in a transaction within the meaning of Cal. Civ.  
13 Code §§1761(e) and 1770.

14 132. Defendants are "persons" within the meaning of Cal. Civ. Code §§1761(c)  
15 and 1770 and they sell "goods or services" within the meaning of Cal. Civ. Code §§1761(b)  
16 and 1770.

17 133. SOS and the in-app purchases are a "good" or "service" within the meaning  
18 of Cal. Civ. Code. §§1761(a) and (b).

19 134. Defendants have violated §1770(a)(13)'s proscription against making false  
20 or misleading statements of fact concerning reasons for, existence of, or amounts of, price  
21 reductions by misrepresenting the existence of discounts via False Strikethrough Packs,  
22 misrepresenting the existence of special sales through their False Percentage Packs, and  
23 misrepresenting the exclusive nature, and therefore competitive value, of the packs  
24 through their False Limited Availability Packs.

25 135. Plaintiffs and the other class members suffered actual damages as a direct  
26 and proximate result of the Defendants' actions, concealment, and/or omissions in the  
27 advertising, marketing, and promotion of its bait apps, in violation of the CLRA, as  
28 evidenced by the substantial sums Defendants pocketed.

1 136. Plaintiffs, on behalf of themselves and the class members, demand judgment  
2 against Defendants for injunctive relief and attorney’s fees.

3 **FOURTH CLAIM FOR RELIEF**

4 **Violations of Ohio Consumer Sales Practices Act**

5 **Ohio Rev. Code §1345.01, et seq.**

6 **(By Plaintiff Staci Turner, individually and on behalf of the Ohio Class)**

7 137. Plaintiff Staci Turner, individually and on behalf of the Ohio Class,  
8 incorporates by reference all allegations in this Complaint and restates them as if fully set  
9 forth herein.

10 138. Staci Turner, the Ohio class members, and Defendants are persons within  
11 the meaning of Ohio Rev. Code § 1345.01(B). Defendants are suppliers as defined by  
12 Ohio Rev. Code § 1345.01(C).

13 139. Staci Turner and the Ohio class members are “consumers” as that term is  
14 defined in Ohio Rev. Code § 1345.01(D), and their purchases of the False Strikethrough  
15 Packs, False Percentage Packs, and False Limited Availability Packs are “consumer  
16 transactions” within the meaning of Ohio Rev. Code § 2345.01(A).

17 140. Ohio Rev. Code 1345.02 (the “Ohio CSPA”) prohibits unfair or deceptive acts  
18 or practices in connection with a consumer transaction. The Ohio CSPA prohibits a supplier  
19 from: (i) representing that goods have characteristics, uses or benefits which the goods do  
20 not have; (ii) representing that their goods are of a particular quality or grade that the  
21 product is not; and (iii) representing that the subject of a consumer transaction has been  
22 supplied in accordance with a previous representation, if it has not.

23 141. Defendants’ unfair or deceptive acts or practices were likely to and did in fact  
24 deceive reasonable consumers, including Staci Turner and the Ohio Class.

25 142. Defendants’ violations present a continuing risk to Staci Turner and the Ohio  
26 Class, and the general public. Defendants’ unlawful acts and practices complained of  
27 herein affect the public interest.

28 143. Pursuant to Ohio Rev. Code § 1345.09, Plaintiff Staci Turner and the Ohio

1 Class seek an order enjoining Defendants' unfair and/or deceptive acts or practices, actual  
2 damages – trebled, and any attorney's fees, costs, and any other just and proper relief, to  
3 the extent available under the Ohio CSPA.

4 **FIFTH CLAIM FOR RELIEF**

5 **Fraud**

6 **(By Plaintiffs, individually and on behalf of All Classes)**

7 144. Plaintiffs incorporate by reference all allegations in this Complaint and restate  
8 them as if fully set forth herein.

9 145. Defendants represented to all Plaintiffs that various purchased packs were  
10 on sale in that they were offered at a lower price than normal, that certain packs were  
11 offered with an increased percentage of items and resources compared to their normal  
12 counterparts, and that pack purchases were only available in limited quantities.

13 146. These representations were false because the packs were never offered at  
14 higher prices, the increased percentage versions of the packs were identical to their normal  
15 counterparts, and the packs were not actually available in scarce quantities to other players  
16 in the State or to the individual player making the purchases.

17 147. Defendants designed the graphical images on the advertisements in a way  
18 that intentionally attracted Plaintiffs to the enticing but false claims regarding existence of  
19 sales, item and resource bonuses, and artificial scarcity.

20 148. Plaintiffs reasonably relied upon the claims made in the advertisements in  
21 deciding to purchase the aforementioned packs.

22 149. Upon purchasing the packs, Plaintiffs were harmed because, had Plaintiffs  
23 known the claims were false, they would not have made those purchases.

24 150. Plaintiffs' reliance on Defendants' misrepresentations in its pack  
25 advertisements was a substantial factor in causing harm to Plaintiffs.

26 151. Defendants' conduct has therefore caused and is causing immediate and  
27 irreparable injury to Plaintiffs and the class members and will continue to both damage  
28 Plaintiffs and the class members and deceive the public unless enjoined by this Court.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs, on behalf of themselves and the proposed Classes, pray  
3 for relief and judgment against Defendants as follows:

4 (a) Certifying the Classes pursuant to Rule 23 of the Federal Rules of Civil  
5 Procedure, appointing Plaintiffs as representatives of the Classes, and designating  
6 Plaintiffs' counsel as class counsel;

7 (b) Awarding Plaintiffs and the class members compensatory damages and  
8 actual damages in an amount exceeding \$5,000,000, to be determined by proof;

9 (c) Awarding Plaintiffs and the class members appropriate relief, including actual  
10 and statutory damages;

11 (d) For punitive damages;

12 (e) For civil penalties;

13 (f) For declaratory and equitable relief, including a declaration that Defendants  
14 violated and have continued to violate California's UCL, the FAL, and the CLRA and an  
15 injunction requiring Defendants to comport with California Business & Professions Code  
16 §§ 17200, *et seq.*, and restitution and disgorgement;

17 (g) For an order enjoining Defendants from continuing to engage in the wrongful  
18 acts and practices alleged herein;

19 (h) Awarding Plaintiffs and the class members the costs of prosecuting this  
20 action, including expert witness fees;

21 (i) Awarding Plaintiffs' and the class members' reasonable attorney's fees and  
22 costs as allowable by law;

23 (j) Awarding Plaintiffs and the class members reasonable attorney's fees  
24 pursuant to Cal. Civ. Proc. Code 1021.5, as this lawsuit seeks the enforcement of an  
25 important right affecting the public interest and satisfies the statutory requirements for an  
26 award of attorney's fees;

27 (k) Awarding Plaintiffs and the class members reasonable attorney's fees and  
28 costs, as well as injunctive relief, pursuant to the CLRA;

- 1 (l) Awarding pre-judgment and post-judgment interest; and
- 2 (m) Granting any other relief as this Court may deem just and proper.

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Respectfully Submitted,  
DATED: September 2, 2022

**KRONENBERGER ROSENFELD, LLP**  
  
By: s/ Karl S. Kronenberger  
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**DEMAND FOR JURY TRIAL**

Plaintiffs, by and through his undersigned counsel, hereby demands a trial by jury for all questions of fact that can be decided by a jury in the above-entitled action.

Respectfully Submitted,

DATED: September 2, 2022

**KRONENBERGER ROSENFELD, LLP**

By: s/ Karl S. Kronenberger  
Karl S. Kronenberger

Attorneys for Plaintiffs and the Proposed Classes

