

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

SCPS, LLC and SSPS, LLC,  
Plaintiffs,

vs.

KIND LAW, BEN TRAVIS LAW, and  
INDIVIDUALS IDENTIFIED ON  
ATTACHMENT A,

Defendants,

-and-

AMERICAN ARBITRATION ASSOCIATION,  
Nominal Defendant.

Civil Action No.

**COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF**

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Plaintiffs SCPS, LLC (“Zula”) and SSPS, LLC (“Sportzino,” and together with Zula, “Plaintiffs”) by and through their undersigned counsel, as and for their Complaint against Kind Law, Ben Travis Law, and the Individuals identified on Attachment A (“Claimants,” and with Kind Law and Ben Travis Law, “Defendants”), and Nominal Defendant American Arbitration Association (“AAA”) hereby allege and aver as follows:

### **INTRODUCTION**

1. Plaintiffs operate free-to-play social gaming websites provided and administered from Ontario, Canada that allow registered users to play several different online games.

2. Defendant law firms Kind Law and Ben Travis Law used a misleading social media advertising campaign to enroll thousands of purported “clients” to file meritless arbitration demands against Plaintiffs in hopes of coercing settlements due to the crushing administrative fees the AAA will charge (nearly \$1.5 million for the 966 arbitration demands filed thus far) for such a massive number of claims. As Kind Law and Ben Travis Law purport to have over 3,000 supposed “clients,” those potential administrative fees may triple in size as the law firms pile on ever-more arbitration demands.

3. As Plaintiffs’ preliminary investigation has made clear, however, hundreds of these Claimants never used Zula or Sportzino’s websites, never accepted any form of Terms and Conditions, and are therefore not party to any agreement to arbitrate with Plaintiffs. Hundreds more accepted Plaintiffs’ revised Terms and Conditions which call for arbitration before ADR Chambers in Ontario, Canada, not the AAA. Finally, and importantly, many of the remaining Claimants who filed claims before the AAA have disclaimed any representation by the Kind Law and Ben Travis law firms, raising serious questions about the legitimacy of those firms’ purported retention by Claimants and authorization to pursue arbitration claims on their behalf.

4. Plaintiffs seeks declaratory and temporary restraints, and preliminary and permanent injunctive relief, to (1) enjoin the AAA proceedings because the Claimants identified on Attachment A are either (a) not a party to any agreement to arbitrate with either Plaintiff, (b) agreed to arbitrate before ADR Chambers in Ontario, Canada and thus have commenced arbitration in the wrong tribunal, and/or (c) have not authorized Kind Law and Ben Travis Law to file claims on their behalf; and (2) compel the Claimants who agreed to arbitrate their claims before ADR Chambers in Ontario, Canada to re-file their claims there.

### **PARTIES**

1. Plaintiff SCPS, LLC ("Zula") is a Delaware limited liability company that offers the Zula Casino social gaming website. The sole member of Zula is Blazegames, Inc. ("Blazegames"), a Delaware corporation with its principal place of business in Ontario, Canada.

2. Plaintiff SSPS, LLC ("Sportzino") is a Delaware limited liability company that offers the Sportzino social gaming website. The sole member of Sportzino is Blazegames, a Delaware corporation with its principal place of business in Ontario, Canada.

3. The Zula and Sportzino websites are administered and provided from, and all customer interactions are handled exclusively from their affiliates' offices located in Ontario, Canada.

4. Defendant Kind Law is, on information and belief, a Nevada limited liability company with its principal place of business in Las Vegas, Nevada.

5. Defendant Ben Travis Law is, on information and belief, a California professional corporation with its principal place of business in San Diego, California.

6. Upon information and belief, and as reflected in Attachment A, the individual Defendants are citizens of California, Oregon, Nevada, New York, and New Jersey.

7. Nominal Defendant AAA is, on information and belief, a New York not-for-profit organization. Plaintiffs name the AAA as a nominal party simply to assure that the Court is capable of granting complete relief with respect to injunctions requested herein.

### **JURISDICTION AND VENUE**

8. The Court has original subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331 because the individual Defendants' claims alleged in arbitration are predicated on alleged violations of various federal statutes, including the Video Privacy Protection Act, 18 U.S.C. § 2710, Electronic Communications Privacy Act, 18 U.S.C. § 2510, Federal Trade Commission Act, 15 U.S.C. § 45, and Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1962(c). *See Vaden v. Discovery Bank*, 556 U.S. 49, 62 (2009) (holding that “a federal court should determine its jurisdiction by “looking through” a § 4 petition to the parties’ underlying substantive controversy”).

9. The Court has original subject matter jurisdiction of this action pursuant to 9 U.S.C. § 203 because this is an action arising under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (the “Convention”), as codified in Chapter Two of the Federal Arbitration Act (the “FAA”), 9 U.S.C. §§ 201, 203.

10. The Court has original subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 because the value of injunctive relief exceeds the sum or value of \$75,000, exclusive of interest and costs, and this action is between citizens of different States. Specifically, Plaintiffs, as limited liability companies, have the citizenship of their sole member, Blazegames, which is a citizen of Delaware and of Canada, a foreign nation. The Defendants are all *citizens* of states other than Delaware. For purposes of subject matter jurisdiction, the citizenship of nominal defendants, here the AAA, are not considered. The amount in controversy is satisfied because, in the absence

of injunctive relief, Plaintiffs face more than \$1,000,000 in AAA fees, attorneys' fees and costs, and other substantial costs defending an improper and futile arbitration proceeding.

11. The Court has personal jurisdiction over Defendants because Defendants filed demands for arbitration pursuant to an agreement which establishes, or previously established, Washington D.C. as the arbitral venue. *See, e.g., HealthplanCRM, LLC v. AvMed, Inc.*, 458 F. Supp. 3d 308, 320 (W.D. Pa. 2020) (holding, and observing that multiple circuit courts have agreed, that "an agreement to arbitrate in a particular forum implies consent to the jurisdiction of the corresponding district court"); *Ford Dealer Computer Servs., Inc. v. Fullerton Motors, L.L.C.*, 42 F. App'x 770, 772 (6th Cir. 2002) (affirming district court's finding that defendant "consented to personal jurisdiction in Michigan courts when he signed the contract agreeing to arbitrate disputes in Michigan"); *St. Paul Fire & Marine Ins. Co. v. Courtney Enterprises, Inc.*, 270 F.3d 621, 624 (8th Cir. 2001) (affirming that parties impliedly consent to personal jurisdiction in location specified in arbitration agreement's forum selection clause); *Victory Transp. Inc. v. Comisaria General de Abastecimientos y Transportes*, 336 F.2d 354, 363 (2d Cir. 1964) (when a party agrees "to arbitrate in [a state], where the [Federal Arbitration Act] makes such agreements specifically enforceable, [that party] must be deemed to have consented to the jurisdiction of the court that could compel the arbitration proceeding in [that state]. To hold otherwise would be to render the arbitration clause a nullity").

12. Venue is proper under 28 U.S.C. § 1391 because Defendants filed demands for arbitration pursuant to an agreement which establishes, or previously established, Washington D.C. as the arbitral venue.

## **FACTS**

### **Plaintiffs' Business**

13. Zula and Sportzino operate free-to-play social gaming websites that are provided and administered from Ontario, Canada. These sites allow registered users to play various online games without the use of real money.

14. For playing purposes, users receive virtual “Gold” coins free of charge when they establish an account, log in to their account, or through other promotions. Users receive free Gold coins upon every login and also when their balance of Gold coins runs low. Users may, but are not required to, purchase additional virtual Gold coins for use in the games.

15. Users cannot exchange their Gold coins for cash. There are no “real world” prizes awarded through Gold coin games. Rather, users may only win additional Gold coins, which can be used for further entertainment play. Gold coins have no other use. They can never be redeemed or transferred.

16. Only registered users may access and play the games on the Zula and Sportzino sites.

17. To become a registered user, an individual must create an account through an online enrollment process by providing certain information (name, address, telephone number, and email address), satisfying certain enrollment requirements, and choosing a unique username and password.

18. Registered users must also accept the Zula or Sportzino Terms & Conditions of Use Agreement (“Terms & Conditions”) and Privacy Policy, through a clickwrap agreement.

19. Zula’s and Sportzino’s customer databases track user registration and user website logins, among other information.

20. Zula and Sportzino revise their Terms & Conditions from time to time. The Terms & Conditions advise users of this fact:

18.1 We may amend, alter, delete or add to this Agreement at any time without notice to you.

18.2 Any changes made to this Agreement shall take effect immediately upon their publishing to the Website and your continued access or use of the Website. You can check the “Date Updated” date at the top of these Terms of Use to determine the date of the last revision.

18.3 You agree to review this Agreement regularly to stay current with changes that have been made.

21. When Zula and Sportzino implement such a change to the Terms & Conditions, registered users are informed of the change during their next account login. During this process, users must acknowledge that they have reviewed and agree to the changes made in the Terms & Conditions. In this fashion, Zula and Sportzino assure that their users are aware of and consent to any such changes. If the users do not consent to the changes, they cannot access their accounts or use the websites.

22. Section 12 of the Terms & Conditions contains a mandatory arbitration provision. In the revision dated May 7, 2024, the Terms & Conditions required arbitration before the American Arbitration Association in Washington, DC.

23. However, on June 28, 2024, Zula and Sportzino revised their Terms & Conditions to require arbitration before a different tribunal, ADR Chambers. The revision further required the arbitration to be held in Ontario, Canada, from which the gaming websites are provided and administered.

24. Every user who logged into an account on or after June 28, 2024, accepted the revised Terms & Conditions requiring arbitration before ADR Chambers in Ontario, Canada. By

clicking a button labeled “Confirm,” each such user affirmed “that I have read these documents and I accept all the updates within these documents.”

**Kind Law and Ben Travis Law Conduct a Social Media Advertising Campaign and Then File Hundreds of AAA Arbitration Demands.**

25. Earlier this year, Kind Law and Ben Travis Law began an advertising campaign on social media platforms such as Facebook, seeking to recruit large numbers of individuals to file claims against companies that offer social gaming websites. The advertisements target virtually the entire social gaming industry with a one-size-fits-all advertisement.

26. The law firms invited anyone who had made purchases to sign up in order to receive potential compensation:

**If you made in-app purchases to play in social casino applications from certain developers in the last two years, you may be entitled to seek compensation. Click to sign up to get more information and to have an attorney review your potential case.**

27. Individuals who clicked “to sign up” were then brought to an online questionnaire, which asked the individual to indicate whether they played any of 97 different online games offered by a wide variety of companies. Zula and Sportzino were only two of those 97 online games.

28. Individuals who completed the questionnaire supposedly “retained” Kind Law and Ben Travis Law as their counsel. The preeminent goal of this process was the recruitment of mass numbers of individuals to assert claims against Zula and Sportzino. Other considerations (such as disclosure of relevant information to would-be clients and appropriate diligence regarding individuals’ standing to assert such claims) took a back seat to a desire to amass as many claimants as possible. This is evident for several reasons.



29. *First*, the advertisements failed to advise would-be clients of the goals that Kind Law and Ben Travis Law sought to achieve—that is, a declaration that the Zula and Sportzino websites conducted “unlawful” gambling and an injunction prohibiting the websites “from engaging in the unlawful actions complained of herein.”

30. The Kind Law and Ben Travis Law advertisements failed to advise prospective clients that the claims, if successful, would terminate their ability to use the websites.

31. As quoted above, the advertisement simply asked whether individuals had “spent money to play,” asserted that “[y]ou may be entitled to compensation,” and urged individuals to “sign up.” The ads disclosed nothing about terminating users’ ability to play social games.

32. While other ads stated that “[d]evelopers of certain social casino mobile applications are suspected of having violated state gambling laws,” they too failed to disclose that the claims, if successful, would terminate users’ ability to continue using Zula and Sportzino websites.

33. This absence of disclosure placed the wishes of the prospective clients and the goals of Kind Law and Ben Travis Law in clear and direct conflict.

34. The “client enrollment” process also failed to perform basic due diligence to determine whether a potential client even had a potential claim against Zula or Sportzino.

35. Most egregiously, Kind Law and Ben Travis Law had no evident process to diligence whether an individual who filled out a questionnaire regarding 97 different online games was, in fact, a registered Zula or Sportzino user.

36. The questionnaire asked about a broad series of nearly 100 different games on over 20 different social gaming platforms that have nothing to do with Zula or Sportzino (*e.g.*, Quick

Hit Slots, Monopoly Slots, 88 Fortune Slots, Jackpot Party, Gold Fish Slots, MyVegas Slots, MyKonami Slots, Cash Franzy Casino Slots, or Jackpot World):

Part 1/5: Which of the following Card or Bingo games have you played?  
\*

- Governor of Poker (Playtika Santa Monica)
- Monopoly Poker - Texas Holdem (Playtika Santa Monica)
- Poker Heat: Texas Holdem Poker (Playtika Santa Monica)
- WSOP Poker - Texas Holdem Game (Playtika Santa Monica)
- Blackjack by Murka: 21 Classic (Murka Games)
- myVegas Blackjack (Playstudios US)
- Bingo Blitz - BINGO Games (Playtika Santa Monica)
- Bingo Heaven: Bingo Games Live (Super Lucky Casino)
- Bingo Showdown: Bingo Games (SciPlay / Phantom EFX)
- myVEGAS Bingo (Playstudios US)

  

- Bingo Showdown: Bingo Games (SciPlay / Phantom EFX)
- myVEGAS Bingo (Playstudios US)
- None of the above

Part 2/5: Which of the following "Vegas" slot games have you played? \*

- ARK Casino - Vegas Slots Game (Murka Games)
- Cash Club Casino - Vegas Slots (SpinX Games)
- Club Vegas Slots - VIP Casino (BagelCode)
- Double Down Casino Vegas Slots (Double Down Interactive)
- Heart of Vegas - Casino Slots (Product Madness)
- Lotsa Slots - Vegas Casino (SpinX Games)
- MyVEGAS Slots (Playstudios US)
- Quick Hit Slots - Vegas Casino (SciPlay / Phantom EFX)
- Slots Games: Hot Vegas Casino (Super Lucky Casino)
- Vegas Downtown Slots & Words (Playtika Santa Monica)
- Vegas Rush Slot Machine Games ! (Super Lucky Casino)
- Willy Wonka Slots Vegas Casino (Zynga)
- Caesars Slots: Casino Games (Playtika Santa Monica)
- MGM Slots Live (Playstudios US)
- Wynn Slots (Wynn Social)
- Viva Slots Vegas Slot Machines (Viva Slots LLC)
- None of the above

Part 3/5: Which of the following "Jackpot" slot games have you played?

- Jackpot Crush - Casino Slots (SpinX Games)
- Jackpot Friends - Slots Casino (Zeroo Gravity Games)
- Jackpot Madness Slots Casino (BagelCode)
- Jackpot Magic Slots & Casino (BigFish Games)
- Jackpot Master Slots-Casino (Zeroo Gravity Games)
- Jackpot Party - Casino Slots (SciPlay / Phantom EFX)
- Jackpot Wins - Slots Casino (SpinX Games)
- Jackpot World - Casino Slots (SpinX Games)
- Slots Casino - Jackpot Mania (SpinX Games)
- None of the above

Part 4/5: Which of the following "Miscellaneous" slot games have you played? \*

88 Fortunes Slots Casino Games (SciPlay / Phantom EFX)

Big Fish Casino: Slots Games (BigFish Games)

Black Diamond Casino Slots (Zynga)

Blazing 7s Casino: Slots Games (SciPlay / Phantom EFX)

Cash Billionaire - VIP Slots (BagelCode)

Cash Frenzy Casino Slots Game (SpinX Games)

Cash Rally - Slots Casino Game (SpinX Games)

Cash Tornado Slots - Casino (Zeroo Gravity Games)

Cashman Casino Slot Games (Product Madness)

Casino Games - Infinity Slots (Murka Games)

Classic Slots - Casino Games (Slots Limited)

DoubleDown Classic Slots (Double Down Interactive)

Fat Cat Casino (Slots Limited)

Game of Thrones (Zynga)

Gold Fish Slots (SciPlay / Phantom EFX)

Golden Casino (Slots Limited)

Hit it Rich! Casino Slots Games (Zynga)

Hot Shot Casino Slots Games (SciPlay / Phantom EFX)

House of Fun:Casino Slots (Playtika Santa Monica)

- Lightning Link Casino Slots (Product Madness)
- Mighty Fu Casino Slots Games (Product Madness)
- MONOPOLY Slots - Slot Machines (SciPlay / Phantom EFX)
- MyKONAMI Slots (Playstudios US)
- POP! Slots (Playstudios US)
- Scatter Slots - Slot Machines (Murka Games)
- Slotomania Slots Machine Game (Playtika Santa Monica)
- Slots DoubleDown Fort Knox (Double Down Interactive)
- Slots Era - Slot Machine 777 (Murka Games)
- Slots Journey Cruise & Casino (Murka Games)
- Slots on Tour - Wild HD Casino (Murka Games)
- VIP Deluxe Slot Machine Games (Super Lucky Casino)
- Wizard of Oz Slots Games (Zynga)
- None of the above

Part 5/5: Which of the following "sweepstakes" social casinos have you played? \*

<input type="checkbox"/> Luckyland Slots (VGW Luckyland)
<input type="checkbox"/> Chumba Casino (VGW Malta)
<input type="checkbox"/> Global Poker (VGW Malta)
<input type="checkbox"/> Funrize (A1 Development LLC)
<input type="checkbox"/> NoLimitCoins (A1 Development LLC)
<input type="checkbox"/> TaoFortune (A1 Development LLC)
<input type="checkbox"/> FortuneWheelz (A1 Development LLC)
<input type="checkbox"/> Zula Casino (SCPS LLC)
<input type="checkbox"/> Sportzino (SSPS LLC)
<input type="checkbox"/> Chanced (Gold Coin Group LLC)
<input type="checkbox"/> Pulsz (Yellow Social Interactive Ltd)
<input type="checkbox"/> McLuck (B2Services OU)
<input type="checkbox"/> Wow Vegas (MW Services Ltd)
<input type="checkbox"/> High5Games (High 5 Games LLC)
<input type="checkbox"/> None of the above

37. Kind Law and Ben Travis Law then used the responses to issue mass demands to all of these social gaming companies (and not just Zula and Sportzino).

38. Of course, asking individuals to check boxes for 97 different social games invites error, and Kind Law and Ben Travis Law plainly performed no further investigation or diligence to determine whether any individual was, in fact, an authorized Zula or Sportzino user.

39. Kind Law and Ben Travis Law also apparently performed no diligence to determine whether any individual who filled out an online questionnaire had, in fact, spent any money on the Zula or Sportzino sites—even though the ads themselves admitted that such purchases were a necessary predicate to a claim.

40. The advertising campaign succeeded in amassing thousands of claimants.

41. Kind Law and Ben Travis Law then began bombarding Zula and Sportzino with “notices of dispute” in purported compliance with the Terms & Conditions’ informal-dispute resolution requirement.

42. Specifically, on June 19, 2024, Kind Law and Ben Travis served 595 such notices on Sportzino and 1,270 such notices on Zula. On August 27, 2024 and August 30, 2024, they served an additional 848 such notices on Zula and 456 such notices on Sportzino. In total, to date, the firms have delivered 3,169 such notices.

43. While each is supposedly submitted on behalf of a single individual claimant, the notices are otherwise identical in text.

44. However, the notices only disclosed the claimant’s name, and a name alone was insufficient to allow Zula and Sportzino to determine whether these claimants were registered users of the websites. Kind Law and Ben Travis Law refused Zula’s and Sportzino’s request to provide further identifying information – notwithstanding the fact that they collected this very information through the questionnaires their “clients” completed. This refusal prevented Zula and Sportzino from verifying these individuals as actual users of Plaintiffs’ websites.

45. On or about August 14, 2024, Kind Law and Ben Travis Law filed 667 individual demands for arbitration with the AAA against Zula, requesting that the arbitration hearing proceed in San Diego, California. By this time, of course, the Terms & Conditions had been revised to



require arbitration before ADR Chambers in Ontario, Canada and did not permit arbitration before the AAA.

46. On or about August 16, 2024, Kind Law and Ben Travis Law filed 299 substantively identical individual demands for arbitration with the AAA against Sportzino, (collectively, the “Demands”).

47. Without admitting or incorporating any of the allegations therein, Plaintiffs hereby attach a true and correct copies of one of the Demands Defendants filed against Zula and Sportzino, respectively, as **Exhibits A and B**.

48. The claimants named in these Demands originate from five states: New York, New Jersey, California, Nevada, and Oregon.

49. Each Demand is the same, except for the name of the claimant. The Demands assert that the Zula and Sportzino sites “operate illegal gambling games.” They seek damages under several theories, including the federal Racketeer Influences and Corrupt Organizations (“RICO”) Act and other federal statutes, as well as various state-law and common-law causes of action. The Demands also seek a declaration that Zula and Sportzino conduct illegal gambling on their websites and an injunction to prohibit them from continuing to do so in the future.

50. Plaintiffs deny that they have any liability relating to these claims.

51. The AAA has issued correspondence advising that it will apply its Mass Arbitration Rules to the Demands. Under the AAA Mass Arbitration Fee Schedule, Zula and Sportzino face potentially enormous administrative fees of up to \$1,525 per Demand. In total, these 966 Demands face Plaintiffs with the prospect of paying \$1,460,625 in administrative fees alone.

52. Of course, the 966 claimants on whose purported behalf Kind Law and Ben Travis Law filed demands represent less than a third of the 3,169 notices of dispute that the firms have

served to date. If, therefore, Kind Law and Ben Travis Law file Demands on behalf of all of their purported clients, they will expose Zula and Sportzino to several millions of dollars in potential AAA administrative fees, before the claims are even adjudicated.

**Zula's and Sportzino's Investigation of the Demands**

53. In their zeal to enroll as many claimants as possible through Facebook and other social media solicitations, Kind Law and Ben Travis Law performed little or no diligence on their purported clients. Indeed, the enrollment questionnaire used by their social media advertising campaign asked individuals to place a check mark next to any of 97 distinct online games. Zula and Sportzino are only two of those 97 games.

54. Unlike the notices of dispute, the Demands provide further information regarding the claimants beyond simply their names—including addresses, telephone numbers, and email addresses, all presumably based upon the information submitted by claimants when they completed their online questionnaires. Using this additional information, Zula and Sportzino investigated their customer databases for these individuals.

55. After a reasonable search of its records, Plaintiffs concluded that 186 of the 966 claimants on whose behalf Kind Law and Ben Travis Law filed arbitration demands are not, in fact, registered users of the Zula and Sportzino websites (hereinafter, the “Non-User Claimants”). Those 186 claimants never entered into any agreement with Plaintiffs to arbitrate any claims, including the claims asserted in the Demands filed with the AAA. Therefore, Plaintiffs have no obligation to arbitrate any claims brought by those 186 Non-User Claimants before the AAA.

56. Of the remaining 780 claimants, 464 accepted revised terms and conditions that require arbitration before a different arbitral tribunal, ADR Chambers in Ontario, Canada (hereinafter, the “Wrong-Tribunal Claimants”). Each one of these 464 individuals clicked a box to

“Confirm” that they read those revised terms and conditions and “accept[ed] all the updates within these documents.” These 464 Wrong-Tribunal Claimants therefore have no basis to file Demands before the AAA or force Plaintiffs to pay the AAA’s burdensome administrative fees.

57. Plaintiff also determined that substantial numbers of the AAA claimants who established accounts nevertheless made no purchases from Zula and Sportzino and played the games for free. Specifically, 132 of the Zula claimants and 52 of the Sportzino claimants (or nearly 24% of the 780 registered user claimants) bought nothing from those websites. These individuals have no conceivable damages.

58. While even Kind Law’s and Ben Travis Law’s advertisements stated that a claimant needs to have made an “in-app purchase” to file a claim, those firms evidently performed no due diligence to determine whether, in fact, the claimants had spent any money on the Zula and Sportzino websites. Their motive for ignoring such inconvenient facts is obvious—their leverage comes from the total number of claims in order to drive massive AAA fees, without regard to the claims’ merit or whether the claimants even suffered a loss.

**Kind Law and Ben Travis Law’s Purported Clients Disavow Their Representation by Those Law Firms**

59. The Demands assert that Zula’s and Sportzino’s social games are illegal.

60. Zula and Sportzino are under no legal requirement to make their services available to any specific individual especially where, as here, that individual is purportedly alleging the illegality of the activity. Accordingly, Zula and Sportzino began suspending the accounts of select AAA claimants whose Demands asserted the illegality of the social games.

61. In response to Plaintiffs suspending the accounts of some individual Defendants, dozens of claimants reported that they were unaware that Kind Law and Ben Travis Law had filed

arbitration demands on their behalf and/or denied that they had authorized Kind Law and Ben Travis Law to do so.

62. When informed of their arbitration Demand filing, many claimants reported that they were unaware of it and denied that they had authorized Kind Law and Ben Travis Law to file arbitration demands on their behalf.

63. As one such claimant stated to both Zula and Sportzino:

I am writing this message to clarify that I am NOT represented by any law firms such as Kind Law & Ben Travis, nor am I affiliated with them in any way. I have also contacted these law firms personally via email and informed them that if they use my information against your site, I will be forced to seek legal representation, as I have not authorized any dispute or arbitration. Furthermore, I will seek legal representation against said law firms if necessary.

64. In the words of other supposed AAA claimants:

- “This is *false* and I have not done anything of the sort.”
- “This information is *incorrect*. *I am not being represented by any legal entity.*”
- “No. I have not done so *I have no lawyer or lawsuits against anyone if there is [it is] not with my consent.*”
- “I’ve contacted the law firm that is stating they’re representing me and I’m waiting for them to issue a letter to myself as well as Zula confirming I’m not pursuing any claim against Zula.”

65. Other claimants denied that they had ever been in contact with Kind Law or Ben Travis Law at all, and had certainly not authorized them to file the arbitration Demand:

- “[N]o one has contacted me about a law firm or anything like this so I’m not understanding what is doing on. . . . [N]obody has ever contacted me about this so this does not make sense to me at all.”
- “Hello what are y’all talking about? *I don’t have any legal action against y’all that makes no sense.*”
- “I’m not [able] to access my account. But I believe it has something to do with a legal issue that I am not involved in. *I am not represented by any legal counsel [sic].*”

66. One claimant bluntly accused Kind Law and Ben Travis Law of running a “scam,” stating “is this scam or what I never said or did any of the things u saying.”

67. These statements raise disturbing questions as to what Kind Law and Ben Travis Law disclosed to their supposed “clients” and how they purportedly secured authorization to file the Demands at all.

68. At present, twenty-seven claimants have each affirmed the accuracy of the following statement as a predicate to reinstating their Zula or Sportzino accounts:

I confirm that I do not have any legal action, arbitrations (“legal actions”), or any law firm representing me against Sportzino [or Zula]. I have not authorized any law firm or lawyers to work on my behalf to initiate or conduct a legal action. If any law firm or lawyers claim that they represent me for a legal against Sportzino [or Zula], it is without my consent or authorization. I intend to continue to enjoy the services offered by Sportzino [or Zula].

69. The number of claimants agreeing to this statement continues to grow by the day.

#### **The Harm to Plaintiffs**

70. Plaintiffs will be irreparably harmed if they are compelled to arbitrate claims with hundreds of individuals with whom they have no agreement to arbitrate. This is because a party resisting arbitration suffers irreparable harm when it is forced to expend time and resources arbitrating a claim it never agreed to arbitrate (with a party with whom it has no agreement), and for which any award would not be enforceable. Thus, declaratory and injunctive relief is necessary to prevent Plaintiffs from having to arbitrate claims it did not agree to arbitrate.

71. Plaintiffs will be similarly harmed if they are compelled to arbitrate claims before the AAA with the Defendants who agreed to arbitrate their claims before ADR Chambers in Ontario, Canada.

72. Moreover, under the Convention and the FAA, this Court is obliged to enforce the parties' agreement to arbitrate, by compelling those Defendants to re-file their claims with ADR Chambers.

73. In addition to compelling those Defendants who agreed to the revised Terms and Conditions to arbitrate their claims before ADR Chambers in Ontario, Canada, the Court should enjoin the AAA Proceedings.

74. Aside from being improper and violative of the arbitration agreements, the AAA Proceedings would serve no purpose if the Court compels arbitration in Canada. Moreover, Plaintiffs' Terms and Conditions expressly authorize this Court to enjoin the AAA Proceedings through the award of temporary injunctive relief.

75. Finally, to preserve the integrity of the arbitration process, the Court should stay the remaining arbitrations until and unless Kind Law and Ben Travis Law demonstrate they have the requisite authorization to proceed based on accurate disclosures.

**FIRST CLAIM FOR RELIEF**  
**Declaratory Judgment**

76. Plaintiffs re-allege and incorporate by reference all allegations in the foregoing paragraphs as if fully set forth herein.

77. No arbitration agreement exists between the Non-User Claimants and Plaintiffs to arbitrate any disputes, including the claims asserted by the Non-User Claimants in the AAA Proceedings.

78. The Non-User Claimants are not (and have never been) registered users of the Zula or Sportzino websites. Accordingly, they never accepted any form of the Terms of Conditions on those websites, including any agreement to arbitrate.

79. The Wrong-Tribunal Claimants agreed to arbitrate their disputes with Plaintiffs before ADR Chambers in Ontario, Canada, not the AAA.

80. Pursuant to the Convention and FAA, the Court should therefore enforce the parties' arbitration agreement requiring arbitration before ADR Chambers in Ontario, Canada because the four jurisdictional elements under the Convention have been met:

- a. The Wrong-Tribunal Claimants and Plaintiffs are parties to a written agreement to arbitrate;
- b. Canada is a signatory to the Convention;
- c. The Wrong-Tribunal Claimants and Plaintiffs have a legal, commercial relationship with one another by virtue of their contractual arrangement; and
- d. The parties' relationship both "envisages performance or enforcement abroad" and has a "reasonable relation with one or more foreign states," 9 U.S.C. § 202, because Zula and Sportzino's websites are operated out of Ontario, Canada.

81. Due to the uncertainty surrounding the authorization provided by the remaining claimants to Kind Law and Ben Travis Law to file arbitrations on their behalf, the Court should enjoin the remaining AAA Proceedings until and unless those claimants affirm that they have authorized Kind Law and Ben Travis Law to file claims on their behalf.

82. Declaratory relief is appropriate because the dispute between the parties is definite and concrete, affecting the parties' adverse legal interests with sufficient immediacy.

83. Plaintiffs, therefore, request a declaratory judgment from this Court pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 that:

- a. Plaintiffs have no obligation to arbitrate the Non-User Claimants' claims;

- b. The Wrong-Tribunal Claimants are required to arbitrate before ADR Chambers in Ontario, Canada;
- c. The AAA Proceedings are enjoined to preserve the integrity of the arbitration process.

**SECOND CLAIM FOR RELIEF**  
**Injunctive Relief**

84. Plaintiffs re-allege and incorporate by reference all allegations in the foregoing paragraphs as if fully set forth herein.

85. Plaintiffs will suffer immediate and irreparable harm if they are compelled to arbitrate claims they did not agree to arbitrate.

86. Plaintiffs will suffer immediate and irreparable harm if they are compelled to arbitrate claims with Defendants who agreed to arbitrate before ADR Chambers in Ontario, Canada.

87. Plaintiffs will suffer immediate and irreparable harm if they are compelled to arbitrate claims with Defendants who never authorized such claims to be filed.

88. Plaintiffs have a likelihood of success on the merits because (1) Plaintiffs have no obligation to arbitrate claims with the Non-User Claimants with whom they have no contractual relationship; (2) Plaintiffs have no obligation to arbitrate claims with the Wrong-Tribunal Claimants before the AAA when those individuals expressly agreed to arbitrate their claims before ADR Chambers in Ontario, Canada; and (3) Plaintiffs have raised sufficient questions about the integrity of the arbitration process as to the remaining claimants that the Court should enjoin those proceedings until such claimants have confirmed their desire and authorization for Kind Law and Ben Travis Law to proceed with their claims.

89. Plaintiffs have no adequate remedy at law.



90. Plaintiffs are entitled to a temporary restraining order, and to preliminary and permanent injunctive relief enjoining the AAA Proceedings.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that this Court grant the following relief:

- A. Entry of a declaratory judgment that Plaintiffs have no obligation to arbitrate the Demands filed by Defendants;
- B. Entry of orders temporarily restraining and preliminarily and permanently enjoining Defendants from further proceedings against Plaintiffs before the AAA;
- C. Entry of orders compelling the Wrong-Tribunal Claimants to arbitrate their claims before ADR Chambers in Ontario, Canada; and
- D. Such other and further relief as to the Court is fair, just and proper.

IFRAH PLLC  
1717 Pennsylvania Avenue NW  
Suite 650  
Washington, DC 20006  
(202) 524-4157  
*Attorneys for Plaintiffs*

DATED: September 27, 2024

By: /s/ George Calhoun

Of Counsel:

LOWENSTEIN SANDLER LLP  
1251 Avenue of The Americas  
New York, NY 10020  
(212) 262-6700  
*Attorneys for Plaintiffs*  
*Pro Hac Vice Forthcoming*

# Attachment A

**Zula Claimants**

	NAME	STATE OF RESIDENCY
1	Camp, Aaron	CA
2	Cruz, Aaron	CA
3	Allen, Adam	NY
4	Gonzalez, Adam	CA
5	Hernandez, Adam	CA
6	Schwichtenberg, Adam	CA
7	Wilson, Adam	OR
8	Morin, Adrein	CA
9	Gomez, Adrianna	CA
10	Corso, Adrianno	NY
11	Corona, Aglaeth	CA
12	McGuane, Alan	NY
13	Quintero, Alan	CA
14	Calvillo, Albert	CA
15	Garcia, Albert	CA
16	Richardson, Aleathea	NY
17	Hernandez, Alejandro	CA
18	Chandler, Alex	NY
19	Burwell, Alexander	CA
20	Charlton, Alexander	OR
21	Ely, Alexander	CA
22	Griffith, Alexander	CA
23	Lauro, Alexander	NY
24	Opdyke, Alexander	CA
25	Hannah, Alexandra	CA
26	Mercado, Alexandra	CA
27	Tippens, Alexic	CA
28	Wilkerson, Alexis	CA
29	Espinoza, Alfredo	CA
30	Nock, Allen	CA
31	De La Garza, Alonzo	CA
32	Banks, Amanda	CA
33	Bassham, Amanda	CA
34	Brown, Amanda	CA
35	Elam, Amanda	NJ
36	Domenech, Amber	NY
37	Goodwin, Amber	CA
38	Green, Amber	CA
39	Serrano, Amber	CA
40	Sims, Amber	CA
41	Berrigan, Amy	CA
42	Mata, Amy	CA
43	Nagle, Amy	CA
44	Vieytes, Amy	CA
45	Hedges, Andre	NV
46	Brown, Andrea	CA
47	Burton, Andrea	OR

**Zula Claimants**

	NAME	STATE OF RESIDENCY
48	Corona, Andrea	CA
49	Harless, Andrew	CA
50	Reitzes, Andrew	CA
51	Zapata, Angel	CA
52	Perez, Angela	CA
53	Potts, Angela	CA
54	Donnay, Angelique	CA
55	Felix, Annette	CA
56	Ayon, Anthony	CA
57	Gil, Anthony	CA
58	McCrary, Anthony	CA
59	Nunes, Anthony	CA
60	Pedroza, Anthony	CA
61	Provost, Anthony	NY
62	Santonastaso, Anthony	CA
63	Solorzano, Anthony	CA
64	Delrosario Shields, Antionette	CA
65	Villafuerte, Antonio	CA
66	Sanderson, Armand	NY
67	Nelson, Armando	CA
68	Lloyd, Armoni	CA
69	Julhakyan, Arshak	CA
70	Lopez, Artemio	CA
71	Sogiar, Ashlee	OR
72	Wyers, Ashlee	OR
73	Baldwin, Ashley	CA
74	Immel, Ashley	CA
75	Jensen, Ashley	CA
76	Minutoli, Ashley	NV
77	Shinall, Ashley	OR
78	Taylor, Ashley	CA
79	Volpe, Ashley	NY
80	Cabrales, Ashton	NV
81	Wade, Aundrea	OR
82	Martinez, Austin	CA
83	Murray, Austin	NY
84	Franklin, Aziza	CA
85	Sanchez, Bailey	CA
86	McCrary, Benjamin	NY
87	Woods, Bert	CA
88	Lee, Betty	CA
89	Enriquez, Billy	CA
90	Ballinger, Bobbilee	CA
91	Mason, Bradley	CA
92	McClellan, Bradley	CA
93	Kiley, Brandi	CA
94	Alexander, Brandon	OR

**Zula Claimants**

	NAME	STATE OF RESIDENCY
95	Allen, Brandon	CA
96	Bellani, Brandon	CA
97	Hull, Brandon	NY
98	McWilliams, Brandon	CA
99	McKinsey, Brandy	CA
100	Woods, Breann	NV
101	Griffin, Brenda	CA
102	Smith, Brendan	CA
103	Clarke, Brian	OR
104	Henderson, Brian	CA
105	Magadan, Brian	CA
106	McKay, Brian	NJ
107	Nitz, Brian	CA
108	Romero, Brian	CA
109	Violette, Brittany	CA
110	Bermudez, Brooke	CA
111	Boyer, Bryan	CA
112	Debrunner, Bryce	CA
113	Price, Brynn	OR
114	McClelland, Cameron	CA
115	Cassarino, Carla	CA
116	Castillo, Carlos	CA
117	Castro, Carlos	CA
118	Enriquez, Carlos	CA
119	Maness, Carrie	CA
120	Blasier, Casey	OR
121	Kuykendall, Casey	CA
122	Jensen, Cassandra	OR
123	Koen, Cassandra	CA
124	Phan, Cathy	CA
125	Pappas, Chelsey	NY
126	Carroll, Cherie	OR
127	Flores, Cheri	CA
128	Hopwood, Cherise	CA
129	Ezell, Cheyenne	CA
130	Deverso, Chris	NY
131	Wheeler, Chris	OR
132	Smith, Chrisiah	NY
133	Lara, Christian	CA
134	Garcia, Christina	CA
135	Walker, Christina	CA
136	Aston, Christine	CA
137	Dietz, Christine	OR
138	Gonzalez, Christopher	NJ
139	Nunez, Christopher	CA
140	Pitts, Christopher	NV
141	Roth, Christopher	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
142	Stevens, Christopher	CA
143	Weatherly, Christopher	NV
144	Allman, Cierra	CA
145	Rhodes, Clare	CA
146	Montoya, Clarissa	CA
147	Doane, Clayton	NY
148	Mage, Cody	CA
149	Wangler, Conor	CA
150	Roman, Constance	CA
151	Evens, Corey	NY
152	Oconnor, Cori	NY
153	Coggins, Corie	OR
154	Castillo, Cory	CA
155	Davis, Courtney	CA
156	Evans, Courtney	CA
157	McDaniel, Craig	CA
158	Garrison, Crissy	CA
159	Bugarin, Crystal	CA
160	Coble, Crystal	OR
161	Lopez, Crystal	CA
162	Stewart, Crystal	CA
163	Castanon, Damian	CA
164	Walls, Dana	NJ
165	Aguirre, Daniel	CA
166	Carreon, Daniel	CA
167	Jamison, Daniel	OR
168	Padilla, Daniel	CA
169	Glathe, Danielle	CA
170	Davila, Danitza Jhasmin	NV
171	Day, Darls	CA
172	Wikowski, Daryl	NY
173	Bailey, David	CA
174	Elkins, David	CA
175	Escalante, David	CA
176	Kirkland, David	CA
177	Martin, David	NY
178	Mustoe, David	CA
179	Ramirez, David	CA
180	Stanley, David	CA
181	Booten, Daviesha	CA
182	Lan, Davy	CA
183	Lynn, Deandre Leon	CA
184	Hall, Deborah L	NY
185	Mangino, Debra	CA
186	Miller, Demar	CA
187	Caplener, Dennis	OR
188	Miller, Desiree	NV

**Zula Claimants**

	NAME	STATE OF RESIDENCY
189	Olsen, Devina	CA
190	Kraxberger, Devon	OR
191	Sullivan, Diamond	CA
192	Medina, Diana	NV
193	Sherman, Dino	CA
194	Colli, Donald	NY
195	Jones, Donnie	CA
196	Vue, Doua	CA
197	Manness, Dustin	NJ
198	Lane, Dylan	CA
199	Pagan, Earl	CA
200	Villegas, Edson	CA
201	Zamarron, Eduardo	CA
202	Gutierrez, Eleaka	CA
203	Vanecek, Elijah	OR
204	Dedmon, Elizabeth	CA
205	Holmon, Elizabeth	CA
206	Ramirez, Elizabeth	CA
207	Schonfeld, Elizabeth	CA
208	Padua, Emarzon	CA
209	Johnson, Emily	OR
210	Moore, Emmerich	CA
211	Arbogast, Eric	OR
212	Depew, Eric	CA
213	Savok, Eric	OR
214	Warren, Eric	CA
215	Carrasco, Erika	CA
216	Gollaher, Erin	NY
217	Casillas, Esperanza	CA
218	Bonifacio, Estanislao	CA
219	Boyce, Evan	NJ
220	Chidester, Evan	CA
221	McIntyre, Everett	CA
222	Tizoc, Felix	CA
223	Macabeo, Francis	CA
224	Desantiago, Francisco	CA
225	Diaz, Francisco	CA
226	Ayala, Frank	CA
227	Jenkins, Frankie	CA
228	Saechao, Frarm	CA
229	Fino, Fredy	CA
230	Gallegos, Gabrielle	CA
231	Henderson, Garrett	CA
232	Bingham, Gary	CA
233	Lawson, Gary	NY
234	Ricketts, Gary	CA
235	Pergola, Gennaro	NY

**Zula Claimants**

	NAME	STATE OF RESIDENCY
236	Lasanta, Georgetta	NY
237	Savedra, Geronimo	CA
238	Clair, Gina	CA
239	Silva, Giselle	CA
240	Ebrahimi, Hakim	CA
241	Bass, Harry	CA
242	Arbuckle, Hayley	CA
243	Chastine, Heather	CA
244	Gardner, Heather	CA
245	Ingles, Hector	CA
246	Ellis, Heidi	CA
247	Mijango, Helen	CA
248	Sparks, Helen	CA
249	Elhertani, Huda	CA
250	Adams, Ian	NV
251	Chi, Ian	CA
252	Ismail, Ibrahim	CA
253	Hatchett, Ira	CA
254	Herrera, Isaac	CA
255	La, Ja	CA
256	Cirt, Jacob	CA
257	Hetzler, Jacob	NV
258	Morales, Jacob	CA
259	Aguirre, Jacqueline	CA
260	Duarte, Jacquelyn	CA
261	McNish, Jama	NY
262	Bynum, Jams	CA
263	Carville, James	CA
264	Ellis, James	OR
265	Fillmore, James	OR
266	Francis, James	OR
267	Loso, James	NY
268	Smith, James	CA
269	Williamson, Jami	NY
270	Crowe, Jamie	NY
271	Fleming, Jamie	CA
272	Stout, Jamie	CA
273	Hiraga, Janet	CA
274	Ferryman, Jared	CA
275	Ristau, Jarred	NY
276	Clark, Jason	CA
277	D'Amato, Jason	CA
278	Gowderday, Jason	CA
279	Morimoto, Jason	CA
280	Weathers, Jason	CA
281	Mendoza, Javier	CA
282	Tillard, Javon	NY



**Zula Claimants**

	NAME	STATE OF RESIDENCY
283	Valdez, Jeanna	CA
284	Lemmon, Jeff	CA
285	Purcell, Jeffrey	NY
286	Hayes, Jenna	CA
287	Anderson, Jennifer	CA
288	Baker, Jennifer	NV
289	Rodarte, Jennifer	CA
290	Thomas, Jennifer	OR
291	Wright, Jennifer	CA
292	Yang, Jeraly	CA
293	Holck, Jeramiah	CA
294	Scott, Jeramie	OR
295	Grant, Jeremy	CA
296	Benzie, Jeromy	NV
297	Custer, Jesse	CA
298	Romero, Jesse	CA
299	Ross, Jesse	OR
300	Sanchez, Jesse	CA
301	Cadigan, Jessica	OR
302	Clegg, Jessica	CA
303	Ireland, Jessica	OR
304	Lopez, Jessica	CA
305	Nelson, Jessica	OR
306	Pennino, Jessica	NY
307	Rowlett, Jessica	OR
308	Rodriguez, Jesus	CA
309	Saldiver, Jesus	CA
310	Merrifield, Joanna	CA
311	Garcia, Joaquin	CA
312	Smith, Jodi	CA
313	Duke, Jody	OR
314	Cochran, Joel	CA
315	Golden, Joel	CA
316	Harrison ,Joevon	CA
317	Coan, John	NV
318	Phillips, John	CA
319	Rosas, John	CA
320	Hanson, Jolene	CA
321	Mallorey, Jolinda	NV
322	Betancourt, Jonathan	OR
323	Illare, Jonathan	NJ
324	Loomis, Jordan	CA
325	Martinez, Jordan	CA
326	Estrella, Jorge	CA
327	Millan, Jorge	CA
328	Valencia Jr, Jose Juan	CA
329	Soto, Jose Robledo	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
330	Rodriguez, Jose	CA
331	Zurita, Jose	CA
332	Gomez-Cortez, Joselin	OR
333	Cannon, Joseph	CA
334	Chiles, Joseph	CA
335	Cunningham, Joseph	NJ
336	Feiereisen, Joseph	CA
337	Harvey, Joseph	CA
338	Huffman, Joseph	CA
339	Main, Joseph	CA
340	Perjanik, Joseph	CA
341	Timmons, Joseph	CA
342	Wissel, Joseph	CA
343	Bardwell, Joshua	NV
344	Gallion, Joshua	CA
345	Maddox, Joshua	OR
346	Mills, Joshua	OR
347	Dudley, Joshua Shawn	CA
348	Benavente, Juan	CA
349	Ortiz, Juan Carlos	CA
350	Martin, Juan	CA
351	Ramirez, Juan	CA
352	Nash, Julia	CA
353	Sison, Juriz	CA
354	Amschler, Justin	CA
355	Cottrell, Justin	CA
356	Gerding, Justin	CA
357	Mulholland, Justin	NV
358	Patterson, Justin	CA
359	Crawford, Justine	NY
360	Ross, Kandice	CA
361	Saeteurn, Kao	CA
362	Smith, Katelyn	CA
363	Russell, Kathleen	CA
364	Vinson, Kathleen	CA
365	Foster, Kathrynina	CA
366	Solis, Katie	CA
367	Kalinich, Katrina	NV
368	Coyle, Kayce	CA
369	Galloway, Kayson	CA
370	Yang, Kazo	CA
371	Pustam, Keiffer	CA
372	Bartell, Keith	CA
373	Melero, Kelley	CA
374	McCullar, Kelly	CA
375	Ricker, Ken	OR
376	Nguyen, Kenny	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
377	Charles, Kern	NY
378	Bray, Kevin	CA
379	Delaney, Kevin	OR
380	Gent, Kevin	CA
381	Ruvalcaba, Kevyn	CA
382	Bui, Kim	CA
383	Koolick, Kimberly	CA
384	Robinson, Kimberly	CA
385	Sprague, Kimberly	CA
386	Migliore, Kody	CA
387	Harris, Krissy	CA
388	Corlew, Kristie Southard	CA
389	Sandoval, Kristine	CA
390	Cromwell, Kristopher	CA
391	White, Krystal	NV
392	Williams, Krystal	CA
393	Gemme, Kyle	NY
394	Philippi, Lacey	NY
395	Bounleut, Ladda	CA
396	Hardy, Lakeshia	CA
397	Pinkston, Lakisha	NY
398	Copes, Laquanna	NY
399	Vasquez, Larisa Lesli	CA
400	Cole, Latasha	CA
401	Jackson, Latisha	CA
402	Heckard, Letoya	CA
403	Aldaco, Laura	CA
404	Nicks, Laura	CA
405	Tait, Laurieann	NY
406	Simione, Leah	NJ
407	Thomason, Lee	CA
408	James, Leslie	NV
409	Jimenez, Leticia	CA
410	Moore, Lillian	CA
411	Arredondo, Linda	CA
412	Creiman, Lindsey	NY
413	Granbois, Lisa	NY
414	Reyes, Lisa	CA
415	Gonzalez, Lizet	CA
416	Fournier, Lora	CA
417	Driscoll, Lucus	CA
418	Llanes, Luis Francisco	CA
419	Guzman, Luis	CA
420	Sanchez, Luzmaria	CA
421	Resendez, Lydia	CA
422	Robles, Lydia	CA
423	Peacock, Lyssa	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
424	Roman, Madonna	NY
425	Pritchard, Malcolm	CA
426	Meriweather, Malia	CA
427	Mady, Manal	NY
428	Espinoza, Manuel	CA
429	Hein, Mareema	OR
430	Aguirre, Margarita	CA
431	Gonzalez, Maria Delrosario	CA
432	Johnson, Maria	CA
433	Lopez, Maria	CA
434	Raneses, Maria	CA
435	Danova, Mario	CA
436	Diaz, Mario	CA
437	Hernandez, Mario	CA
438	Evans, Marion	CA
439	Jimenez, Marissa	CA
440	Jordan, Mark	CA
441	Kos, Mark	NY
442	Miles, Mark	CA
443	Pierce, Mark	NV
444	Rutiaga, Mark	CA
445	Anthony, Marla	CA
446	Harris, Martha	CA
447	Harris, Mary	CA
448	Mauldin, Mason	NV
449	Aspiri, Matthew	OR
450	Salas, Mauricio	CA
451	Huff, Maurnice	NV
452	Huerta, Maxwell	CA
453	Reeves, Megan	CA
454	Smith, Melinda	CA
455	Brauchler, Melissa	CA
456	Espinoza, Melissa	OR
457	Goatley, Melissa	OR
458	Palski, Melissa	NY
459	Gonzalez, Mercedes	CA
460	Bachiller, Merwin	CA
461	Baldonado, Michael	CA
462	Debinion, Michael	CA
463	Gravitt, Michael	CA
464	Higgins, Michael	CA
465	Karapetian, Michael	CA
466	Lara, Michael	CA
467	Oltz, Michael	CA
468	Preciado, Michael	CA
469	Andrews, Michelle	NY
470	Hilario, Michelle	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
471	Quijije, Michelle	NY
472	Ochoa, Miguel	CA
473	Vargas, Miguel	CA
474	Vigil, Miguel	CA
475	Waldron, Mikala	CA
476	Francis, Mindy	OR
477	McConkey, Miranda	CA
478	Kahana, Moana	NV
479	Duran, Moises	CA
480	Phaengdy, Molly	CA
481	Bender, Monica	CA
482	Blanco, Monica	CA
483	Garcia, Monique	CA
484	Reno, Moriah	CA
485	Robles, Myiko	CA
486	Nadine, Farkash	CA
487	Batts, Nahsia	NY
488	Trevino, Naomi	CA
489	Scarbrough, Natalie	CA
490	Martinez, Neil	CA
491	Delgado, Nelson	CA
492	Brown, Nicholas	OR
493	Gonzales, Nicholas	CA
494	Rodriguez, Nicholas	NY
495	Yelm, Nicholas	OR
496	Farner, Nichole	CA
497	Marquez, Nicolas	CA
498	Chaudhary, Nicole	CA
499	Curl, Nicole	OR
500	Edwards, Nicole	CA
501	Moore, Nicole	CA
502	Pickering, Nicole	OR
503	Shepherd, Nicole	CA
504	Torres, Nicole	CA
505	Devera, Nikita	CA
506	Balcerzak, Nikolai	CA
507	Patheal, Nora	OR
508	Villanueva, Oliver	CA
509	Levismith, Opal	CA
510	Brown, Page	OR
511	Verrett, Pamela	NY
512	Wilson, Pamela	CA
513	Moua, Pang	CA
514	Daddario, Paul	CA
515	Wallace, Paul	OR
516	Vang, Pheng	CA
517	Achee, Phillip	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
518	Khoeum, Preuch	CA
519	Swanson, Rachael	CA
520	Franco, Rachel	CA
521	Galarsa, Rachel	CA
522	Maddox, Raina	CA
523	Talamantez, Ramiro	CA
524	Carvalho, Ramona	OR
525	Day, Randall	CA
526	McCown, Randi	CA
527	King, Randy	NY
528	Martin, Randy	CA
529	Mercer, Rashcell	NV
530	Reyes, Raymond	CA
531	Figueredo, Rebecca	NY
532	Wheeler, Rebekah	CA
533	Tillman, Regina	CA
534	Conatser, Renea	OR
535	Bell, Richard	CA
536	Fairclough, Richard	CA
537	Keczely, Richard	CA
538	Kidson Sr., Richard	CA
539	McDonald, Richard	OR
540	Prom, Rina	CA
541	Gessner, Robert	NY
542	Grimes, Robert	NV
543	Infantino, Robert	NY
544	Lopes, Robert	CA
545	McCrickard, Robert	CA
546	Oh, Robert	CA
547	Rankin, Robert	NV
548	Ramirez, Roderick	CA
549	Harris, Rodney	CA
550	Staton, Rodney	NJ
551	Perez, Romie	CA
552	Irwin, Ronald	CA
553	Creel, Ronie	OR
554	Carlson, Ronnie	NY
555	Charles, Rosalie Sakkara	CA
556	Quintero, Rosalinda	CA
557	Trujillo , Rosalva	CA
558	Sanchez, Rose Hamm	OR
559	McCully, Rose	CA
560	Burroughs, Rosemarie	CA
561	Metzler, Rosemarie	CA
562	Jenkins, Roshanda	CA
563	Canson, Runisha	CA
564	Anderson, Ryan	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
565	Carlton, Ryan	CA
566	Hardy, Ryan	CA
567	Hughes, Ryan	CA
568	Kompa, Ryan	CA
569	Leslie, Ryan	CA
570	Sorlien, Ryan	CA
571	Askew, Saffire	NY
572	Wright, Sallie	OR
573	Sison, Sam Angelo	OR
574	Graves, Samantha	NY
575	Guery, Samantha	NY
576	Meredith, Samantha	NY
577	Alvarez Jr, Samuel David	CA
578	Leathers, Samuel	CA
579	Xiap, Sandra Sanchez	OR
580	Alvarado, Sara	CA
581	Adams, Sarah	CA
582	Hogue, Sarah	CA
583	Snyder, Sarah	CA
584	Sears, Sean	NV
585	Charmohali, Selin	CA
586	Ayala, Sergio	CA
587	Juarez-Aguilar, Sergio	CA
588	Stevenson, Shadrach	CA
589	Castro, Shamgar	CA
590	Phimvongsa, Shandra	NV
591	Laing, Shannan	NY
592	Stone, Shannon	CA
593	Brown, Shantel	NY
594	Hudgins, Sharima	NY
595	White, Sharnell	CA
596	McAuliffe, Sharon	CA
597	Pizarro, Sharon	NY
598	Whaley, Shauwana	CA
599	Moreland, Shawn	NY
600	Roberson, Shawn	CA
601	Feliciano Rivera, Sheilah Cristina	NY
602	Dawson, Sherrie	NY
603	Goodson, Sondra	OR
604	Curran, Spenser	CA
605	Garcia, Stacey	CA
606	Martinez, Stephanie	CA
607	Patterson, Stephanie	CA
608	Riley, Stephanie	CA
609	Johnston, Stephen	NY
610	Smith, Steven	NV
611	Petty, Stormy	CA

**Zula Claimants**

	NAME	STATE OF RESIDENCY
612	Hall, Sunshine	OR
613	Ruiz, Susan	CA
614	Vang, Susan	CA
615	Lucky, Takima	NY
616	McGrath, Talisa	CA
617	Hicks, Tamiaka	NY
618	Nolley, Tanisha	CA
619	Scott, Tanyel	CA
620	Stroud, Tara	CA
621	Valentine, Tara	CA
622	Carter, Taylor	CA
623	Whitehurst, Taylor	CA
624	Robarts, Teaira	CA
625	Cruz, Ted	CA
626	Glodrey, Terry	CA
627	Sumpter, Terry	CA
628	Mastanduno, Theresa	NJ
629	Charter, Thomas	CA
630	Kelly, Thomas	NY
631	Robinson, Thomas	CA
632	Zareski, Tiana	NY
633	Davis, Tiffany	CA
634	Canario, Timothy	CA
635	Le, Timothy	CA
636	Aguilar, Tina	CA
637	Baiz, Tina	CA
638	Ramirez, Tonya	NV
639	Davis, Toria	CA
640	Lai, Tu	CA
641	Delugach, Tyler	OR
642	Keefer, Tyler	CA
643	Watt, Tyler	CA
644	Taylor, Tyshon	NJ
645	Bernal, Vanessa	CA
646	Mendez, Vanessa	CA
647	Gutierrez, Vanessa Rae	CA
648	Sanchez, Veronica	CA
649	Mayton, Vicki	NY
650	English, Victoria	NV
651	Grenz, Victoria	OR
652	Miller, Victoria	CA
653	Escalante, Vincent	CA
654	Golden, Vincent	CA
655	Tellez, Wendi	CA
656	Bianco, William	NY
657	Blake, William	CA
658	Brink, William	CA



**Zula Claimants**

	NAME	STATE OF RESIDENCY
659	Luna, William	CA
660	Pablo, Yair	CA
661	Garcia, Yaira Judith Nava	CA
662	Guyton, Yoland	NV
663	Morga, Yolanda	CA
664	Kum, Yong	CA
665	Kaady, Zachariah	OR
666	Mencarelli, Zacharie	OR
667	Medina, Zachary	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
1	Camp, Aaron	CA
2	Cruz, Aaron	CA
3	Allen, Adam	NY
4	Morin, Adrein	CA
5	Gomez, Adriana	CA
6	Corso, Adrianno	NY
7	McGuane, Alan	NY
8	Quintero, Alan	CA
9	Calvillo, Albert	CA
10	Hernandez, Alejandro	CA
11	Chandler, Alex	NY
12	Charlton, Alexander	OR
13	Mercado, Alexandra	CA
14	Tippens, Alexic	CA
15	Pasillas, Alfonso	CA
16	Espinoza, Alfredo	CA
17	Alfaro, Ali	OR
18	Nock, Allen	CA
19	Kirkpatrick, Amanda	OR
20	Goodwin, Amber	CA
21	Green, Amber	CA
22	Sims, Amber	CA
23	Harless, Andrew	CA
24	Zapata, Angel	CA
25	Perez, Angela	CA
26	Potts, Angela	CA
27	Donney, Angelique	CA
28	Ayon, Anthony	CA
29	Pedroza, Anthony	CA
30	Solorzano, Anthony	CA
31	Delrosario Shields, Antionette	CA
32	Kelly, April	CA
33	Nelson, Armando	CA
34	Julhakyan, Arshak	CA
35	Lopez, Artemio	CA
36	Wyers, Ashlee	OR
37	Jensen, Ashley	CA
38	Minutoli, Ashley	NV
39	Shinall, Ashley	OR
40	Taylor, Ashley	CA
41	Volpe, Ashley	NY
42	Martinez, Austin	CA
43	Franklin, Aziza	CA
44	Sanchez, Bayley	CA
45	Boyer, Bambi	CA
46	McCrory, Benjamin	OR
47	Ballinger, Bobbilee	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
48	Alexander, Brandon	OR
49	Allen, Brandon	CA
50	Daylee, Breezy	CA
51	Smith, Brendan	CA
52	Henderson, Brian	CA
53	Violette, Brittany	CA
54	Frank, Broderick	CA
55	Bermudez, Brooke	CA
56	Boyer, Bryan	CA
57	Price, Brynn	OR
58	McClelland, Cameron	CA
59	Castro, Carlos	CA
60	Maness, Carrie	CA
61	Jensen, Cassandra	OR
62	Phan, Cathy	CA
63	Pappas, Chelsey	NY
64	Hopwood, Cherise	CA
65	Ezell, Cheyenne	CA
66	Smith, Chrisiah	NY
67	Garcia, Christina	CA
68	Dietz, Christine	OR
69	Gonzalez, Christopher	NJ
70	Jahnke, Christopher	CA
71	Nunez, Christopher	CA
72	Pitts, Christopher	NV
73	Roth, Christopher	CA
74	Doane, Clayton	NY
75	Simcox, Clinton	CA
76	Mage, Cody	CA
77	Salazar, Cody	CA
78	Wangler, Conor	CA
79	Corey, Evens	NY
80	McDaniel, Craig	CA
81	Garison, Crissy	CA
82	Coble, Crystal	OR
83	Lopez, Crystal	CA
84	Stewart, Crystal	CA
85	Castanon, Damian	CA
86	Carreon, Daniel	CA
87	Jamison, Daniel	OR
88	Davila, Danitza Jhasmin	NV
89	Wikowski, Daryl	NY
90	Martin, David	NY
91	Booten, Daviesha	CA
92	Lan, Davy	CA
93	Lynn, Deandre Leon	CA
94	Mangino, Debra	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
95	Miller, Desiree	NV
96	Suharev, Dmitriy	CA
97	Dougher, Donald	NY
98	Jones, Donnie	CA
99	Manness, Dustin	NJ
100	Pagan, Earl	CA
101	Villegas, Edson	CA
102	Vanecek, Elijah	OR
103	Holmon, Elizabeth	CA
104	Padua, Emarzon	CA
105	Arbogast, Eric	OR
106	Carrasco, Erika	CA
107	Gollaher, Erin	NY
108	Casillas, Esperanza	CA
109	Chidester, Evan	CA
110	McIntyre, Everett	CA
111	Tizoc, Felix	CA
112	Rudow, Fred	CA
113	Miner, Gara	CA
114	Henderson, Garrett	CA
115	Bingham, Gary	CA
116	Pergola, Gennaro	NY
117	Savedra, Geronimo	CA
118	Silva, Giselle	CA
119	Cornejo, Gladys	CA
120	Ebrahimi, Hakim	CA
121	Arbuckle, Hayley	CA
122	Ingles, Hector	CA
123	Sparks, Helen	CA
124	Elhertani, Huda	CA
125	Adams, Ian	NV
126	Herrera, Isaac	CA
127	La, Ja	CA
128	Cirt, Jacob	CA
129	Hetzler, Jacob	NV
130	Duarte, Jacquelyn	CA
131	Carville, James	CA
132	Ellis, James	OR
133	Fillmore, James	OR
134	Francis, James	OR
135	Smith, James	CA
136	Gowderday, Jason	CA
137	Valdez, Jeanna	CA
138	Welch, Jeffrey	OR
139	Hayes, Jenna	CA
140	Wright, Jennifer	CA
141	Yang, Jeraly	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
142	Grant, Jeremy	CA
143	Benzie, Jeromy	NV
144	Custer, Jesse	CA
145	Ross, Jesse	OR
146	Sanchez, Jesse	CA
147	Ireland, Jessica	OR
148	Lewis, Jessica	CA
149	Rowlett, Jessica	OR
150	Saldivar, Jesus	CA
151	Garcia, Joaquin	CA
152	Cochran, Joel	CA
153	Harrison, Jovon	CA
154	Rosas, John	CA
155	Marts, Johnylee	CA
156	Illare, Jonathan	NJ
157	Estrella, Jorge	CA
158	Flores, Jose	CA
159	Robledo Soto, Jose	CA
160	Zurita, Jose	CA
161	Cunningham, Joseph	NJ
162	Feiereisen, Joseph	CA
163	Main, Joseph	CA
164	Perjanik, Joseph	CA
165	Seabourn, Joseph	CA
166	Timmons, Joseph	CA
167	Wissel, Joseph	CA
168	Maddox, Joshua	OR
169	Benavente, Juan	CA
170	Ortiz, Juan Carlos	CA
171	Martin, Juan	CA
172	Ramirez, Juan	CA
173	Amschler, Justin	CA
174	Gerding, Justin	CA
175	Crawford, Justine	NY
176	Sacturn, Kao	CA
177	Smith, Katelyn	CA
178	Vinson, Kathleen	CA
179	Kalinich, Katrina	NV
180	McCullar, Kelly	CA
181	Ricker, Ken	OR
182	Nguyen, Kenny	CA
183	Ruvalcaba, Kevyn	CA
184	Mathias, Kimberly	CA
185	Cromwell, Kristopher	CA
186	Baker, Kristy	CA
187	White, Krystal	NV
188	Bounleut, Ladda	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
189	Copes, Laquanna	NY
190	Jackson, Latisha	CA
191	Heckard, Latoya	CA
192	Ortega, Leandra	CA
193	Creiman, Lindsey	NY
194	Gonzalez, Lizet	CA
195	Llanes, Luis Francisco	CA
196	Sanchez, Luzmaria	CA
197	Robles, Lydia	CA
198	Meriweather, Malia	CA
199	Aguirre, Margarita	CA
200	Lopez, Maria	CA
201	Danova, Mario	CA
202	Diaz, Mario	CA
203	Evans, Marion	NY
204	Rivera, Marisol	CA
205	Ewer, Mark	OR
206	Miles, Mark	CA
207	Pierce, Mark	NV
208	Rutiaga, Mark	CA
209	Harris, Mary	CA
210	Mauldin, Mason	NV
211	Aspiri, Matthew	OR
212	Carpenter, Matthew	CA
213	Lee, Matthew	NV
214	Salas, Mauricio	CA
215	Huff, Maurnice	NV
216	Bricker, Melissa	CA
217	Palski, Melissa	NY
218	Brunkhorst, Mellanie	CA
219	Gonzalez, Mercedes	CA
220	Bachiller, Merwin	CA
221	Lara, Michael	CA
222	Oltz, Michael	CA
223	Preciado, Michael	CA
224	Andrews, Michelle	NY
225	Hilario, Michelle	CA
226	Vargas, Miguel	CA
227	Vigil, Miguel	CA
228	Phaengdy, Molly	CA
229	Blanco, Monica	CA
230	Reno, Moriah	CA
231	Martinez, Neil	CA
232	Brown, Nicholas	OR
233	Gonzalez, Nicholas	CA
234	Croghan, Nicholi	CA
235	Devera, Nikita	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
236	Balcerzak, Nikolai	CA
237	Patheal, Nora	OR
238	Daddario, Paul	CA
239	Wallace, Paul	OR
240	Vang, Pheng	CA
241	Swanson, Rachael	CA
242	Galarsa, Rachel	CA
243	Maddox, Raina	CA
244	Morrow, Randal	CA
245	Abila, Raymond	CA
246	Reyes, Raymond	CA
247	Wheeler, Rebeka	CA
248	Bell, Richard	CA
249	Fairclough, Richard	CA
250	McDonald, Richard	OR
251	Infantino, Robert	NY
252	Rankin, Robert	NV
253	Ramirez, Roderick	CA
254	Irwin, Ronald	CA
255	Trujillo, Rosalva	CA
256	Burroughs, Rosemarie	CA
257	Metzler, Rosemarie	CA
258	Herrera, Russel	CA
259	Kompa, Ryan	CA
260	Wright, Sallie	OR
261	Roman, Salvador	CA
262	Leathers, Samuel	CA
263	Juarez-Aguilar, Sergio	CA
264	Castro, Shamgar	CA
265	Phimvongsa, Shandra	NV
266	Hudgins, Sharima	NY
267	White, Sharnell	CA
268	Pizarro, Sharon	NY
269	Skillings, Shauna	OR
270	Curran, Spenser	CA
271	Garcia, Stacey	CA
272	Martinez, Stephanie	CA
273	Patterson, Stepanie	CA
274	McIntyre, Steven	NY
275	Sandell, Summer	CA
276	Lucky, Takima	NY
277	Nolley, Tanisha	CA
278	Robarts, Teaira	CA
279	Glodrey, Terry	CA
280	Sumpster, Terry	CA
281	Canario, Timothy	CA
282	Aguilar, Tina	CA

**Sportzino Claimants**

	NAME	STATE OF RESIDENCY
283	Potter, Todd	NY
284	Frost, Tom	CA
285	Keefer, Tyler	CA
286	Guitierrez, Vanessa Rae	CA
287	Sanchez, Veronica	CA
288	Mayton, Vicki	NY
289	English, Victoria	NV
290	Escalante, Vincent	CA
291	Chavez, Virginia	CA
292	Tellez, Wendi	CA
293	Bianco, William	NY
294	Blake, William	CA
295	Luna, William	CA
296	Guyton, Yolanda	NV
297	Morga, Yolanda	CA
298	Kaady, Zachariah	OR
299	Medina, Zachary	CA