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CIVIL DISTRICT COURT

IN THE CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO: 2026-09867 DIVISION: "A" DOCKET: 16

ADRIAN PAYTON, TOI SMITH, and YOLANDA PERKINS, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED,

Plaintiffs

Versus

DK CROWN HOLDINGS, INC D/B/A DRAFTKINGS, INC., FLUTTER ENTERTAINMENT PLC, FANDUEL, INC., BELLE OF ORLEANS, LLC D/B/A AMELIA BELLE CASINO, and CATFISH QUEEN, LLC D/B/A BALLY'S BATON ROUGE,

Defendants.

Filed:_____ _____

Deputy Clerk

CLASS ACTION PETITION

NOW INTO COURT, through undersigned counsel, come Adrian Payton, Toi Smith, and Yolanda Perkins, (collectively, "Plaintiffs") in their individual capacities and on behalf of all others similarly situated, and for their Petition respectfully state as follows:

I. BACKGROUND

1. In 2018, Louisiana took its first step into digital gaming by allowing voters to decide on paid daily fantasy sports (DFS). Unlike traditional sports wagering, DFS was never prohibited by the federal Professional and Amateur Sports Protection Act (PASPA); its legality turned on state law. That same year, the United States struck down PAPSA in *Murphy v. NCAA*, 584 U.S. 453.. On November 6, 20-18, voters in 47 of Louisiana's 64 parishes approved DFS.

2. Online sports betting in Louisiana officially launched on January 28, 2022, following a November 2020 parish-by-parish referendum and legislative frameworks passed in 2021.

3. In November of 2020, voters in 55 of Louisiana's 64 parishes approved a ballot measure to legalize sports betting on a parish-by-parish (local-option) basis.

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4. In the Fall of 2021, while the regulatory framework was being finalized, in-person sports betting launched, and in January 2022 the Louisiana Gaming Control Board officially opened the mobile sports betting market, allowing major operators like DraftKings and FanDuel to begin taking bets. DraftKings and FanDuel launched mobile apps, which require minimum deposits and utilize geolocation tracking to verify user location.

5. According to Louisiana sports betting market reports, in 2023 FanDuel and DraftKings commanded a massive 75% of the total mobile betting market share in the state, with FanDuel leading the way in Louisiana with a 44% market share, and DraftKings following closely with a 31% market share.[1]

6. While Louisiana-specific numbers are not known at this time to the Plaintiffs, nationwide the numbers are as follows: FanDuel nationwide downloads: 7.8 million in 2022, 9.5 million in 2023, and 10.8 million in 2024; DraftKings nationwide downloads: 9.9 million in 2024 and 9.3 million in 2025. FanDuel. claims over 12 million total registered users, while DraftKings averages roughly 4.8 million monthly active users.[2]

7. In Louisiana, mobile betting has completely overtaken the market, with over 90% of all legal wagers in the state placed via phones rather than at physical casino sportsbooks.[3]

8. Louisiana closed 2025 with an annual retail and mobile sports betting handle exceeding $4.24 billion. As of the latest official report through August 2026, Louisiana's 2026 year-to-date sports betting handle sits at approximately $2.59 billion.[4]

9. More than 96% of sports betting customers lose money, which is a natural deterrent to continuing as a sportsbook customer.[5] Thus, unlike with other industries, where a customer, once acquired, will reliably provide repeat business, most of DraftKings' and FanDuel's customers will be incentivized to stop using the platform, all things being equal. Those who irrationally keep betting despite the losses—often because of a gambling addiction—will eventually "crap out," meaning that the sportsbook will lose the customer. Thus, DraftKings' and FanDuel's business model requires

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[1] New Orleans City Business, Aug 23, 2023. https://neworleanscitybusiness.com/blog/2023/08/23/more-than-90-of-sports-bets-in-louisiana-wagered-on-mobile-apps/
[2] https://www.cbssports.com/betting/news/fanduel-vs-draftkings-which-is-the-bigger-sports-betting-giant/
[3] https://neworleanscitybusiness.com/blog/2023/08/23/more-than-90-of-sports-bets-in-louisiana-wagered-on-mobile-apps/
[4] https://sigma.world/news/louisiana-betting-tax-revenue-rises-98-year-on-year/(last visited October 1, 2026)
[5] Wayne J. Taylor, et al., Online Gambling Policy Effects on Tax Revenue and Irresponsible Gambling, SMU Cox School of Business Research Paper No. 24-7, Jun. 10, 2024, https://dx.doi.org/10.2139/ssrn.4856684 (last visited Dec. 15, 2024).

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them to find ways to keep customers betting even as they lose money and to recruit new bettors to their platforms. Both companies manage to keep the customers flowing through carefully designed promotions, the use of artificial intelligence, and user interfaces that make it easy to start gambling and hard to stop.[6]

10. Both DraftKing and FanDuels' online sportsbooks generate revenue on every losing wager. They also collect extensive data on individual users' betting patterns and habits, preferences, and behavior, and they both use this data to personalize "bonus" incentives to entice users to continuously revisit their betting apps, even after large losses. The mobile apps utilize features such as push notifications and targeted advertisements to expose the user to these incentives even if they are not actively using their phone for placing bets.

11. Upon information and belief, the individualized tracking and personalized features of the FanDuel and DraftKings apps are part of the algorithm created to intentionally addict the user and constantly draw them back to the app to continue to place bets. These features are used to target problem gamblers, especially those with continued losses.

12. DraftKings' Form 10-K for the fiscal year ending December 31, 2024 discloses that the company uses "a blend of analytics and data science" as the "foundation" of its marketing to "acquire, retain and reactivate users," and reports "Monthly Unique Payers" ("MUPs") and "Average Revenue per MUP" ("ARPMUP") as key performance indicators. The filing further discloses that DraftKings deploys "data science and machine learning to help optimize conversion and monetization," including "recommendation engines" that "present betting markets to users based upon their past play history," algorithms that identify "the type of contests that a contestant is most likely to enter, along with the entry fee and prize structure that he or she will find most appealing," and "return-on-investment models that are based on gross profit paybacks, lifetime value, player segmentation and customer and revenue retention."

13. Flutter Entertainment plc ("Flutter"), FanDuel's parent company, describes itself as the "world's leading online sports betting and iGaming operator based on revenue."[7]).

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[6] Alex Klavens, Walt Bogdanich & Jenny Vrentas, How DraftKings Uses A.I. to Target the Gamblers Likeliest to Lose, N.Y. Times, Sept. 19, 2026, https://www.nytimes.com/2026/09/19/business/draftkings-ai.html.
[7] Annual Report (Form 10-K) at 1 (Mar. 4, 2025).

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14. Flutter Entertainment, operates behavioral monitoring systems across its global platform.[8] Flutter's CEO Peter Jackson acknowledged in 2018, following a $2.8 million fine imposed by the U.K. Gambling Commission for failing to intervene when a customer exhibited problem gambling warning signs, that the company had a "responsibility to do so when [its] customers show signs of problem gambling."[9] This corporate acknowledgment of a duty to intervene, made publicly by Flutter's own CEO, establishes that Flutter/FanDuel possessed both the data capability to identify problem gambling patterns and the corporate knowledge that intervention was required.

15. Both DraftKings and FanDuel also offer personalized "special treatments" for their most frequent and high-wagering gamblers, including dedicated "VIP" hosts, tickets to sporting events, and attractive betting bonuses. These predatory tactics are used to make the user feel rewarded for their problematic gambling habits and are linked to "higher risk gambling behavior."[10]

16. The platforms are designed to create disordered gamblers and then exploit them. Indeed, reporting has shown that Defendants collect troves of user data, with one internet gaming company, owned by FanDuel's parent company Flutter, documented to have collected at least 186 attributes for each bettor, including their propensity to gamble and susceptibility to marketing. Defendants leverage such data to: (a) identify those who they can hook; (b) hook them; and then (c) keep them betting.[11] Once they've successfully created and/or identified a disordered gambler, Defendants go right to work exploiting them. Defendants' targeting of the vulnerable is so widely known that professional gamblers have taken to purposefully mimicking the behavior of those with a gambling disorder—*e.g.*, by programming botsto open their mobile applications in the middle of

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[8] Inside Responsible Gaming: How The Flutter Edge Is Helping Customers Play Well Across the World, Flutter Ent. (Nov. 20, 2025), https://flutter.com/news-media/blogs/inside-responsible-gaming-how-the-flutter-edge-is-helping-customers-play-well-across-the-world/ (last visited Mar. 25, 2026).

[9] Online-Gambling Giants Conquer U.S. with Tactics Deemed Too Tough for Britain, Reuters (July 3, 2024), https://www.cnbc.com/2024/07/03/online-gambling-giants-conquer-us-with-tactics-deemed-too-tough-for-britain.html (last visited Mar. 25, 2026); Flutter Ent., Statement on Gambling Commission Regulatory Settlement (Oct. 16, 2018), https://flutter.com/news-and-insights/press-releases/statement-on-gambling-commission-regulatory-settlement/ (last visited Mar. 25, 2026).

[10] Patrick Madden, Mass. Gambling regulators look to rein in VIP programs by sports betting apps, *WBUR*, Oct. 17, 2025, https://www.wbur.org/news/2025/10/17/massachusetts-sports-bets-draftkings-fanduel-loyalty-rules https://www.wbur.org/news/2025/10/17/massachusetts-sports-bets-draftkings-fanduel-loyalty-rules

[11] Luke Goldstein, Rollups: The Big Data Machine Driving Online Sports Betting, THE AMERICAN PROSPECT (Apr. 4, 2022), https://prospect.org/power/rollups-big-data-machine-driving-online-sports-betting/ (last accessed March 11, 2025).

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the night, as though the users simply cannot help but wake up to check their bets—to encourage Defendants to provide rewards designed to keep people using the betting application.[12]

17. DraftKings and FanDuel structure their approach around aggressively promoting their platforms with promotional offers, then maximizing the lifetime value through acquiring customers efficiently and then retaining/monetizing existing customers, including, and especially by, inducing those with gambling problems to make bad bets.[13]

18. As DraftKings CEO Jason Robins explained in November 2023, "We're very focused on the customer and on maximizing the LTV (lifetime value)."[14] Robins also openly admitted that DraftKings is only interested in serving bettors who will lose money on its platform: "This is an entertainment activity. People who are doing this for profit are not the people we want."[15]

19. As early as May 2022, Peter Jackson, CEO of FanDuel's parent company, Flutter, confirmed a similar tactic: "We are continuing to push hard on driving some customer acquisitions and we're very, very pleased with the acquisition costs that we're seeing and the lifetime value dynamics that we're also seeing. . . It's giving us real conviction and we're leaning in very heavily to acquire as much business as we can."[16]

20. Reporting has shown that Defendants collect troves of user data, with one internet gaming company, owned by FanDuel's parent company Flutter, documented to have collected at least 186 attributes for each bettor, including their propensity to gamble and susceptibility to marketing. Upon information and belief, Defendants leverage such data in the US to: (a) identify those whom they can hook; (b) hook them; and then (c) keep them betting.[17] Once they have successfully created and/or identified a disordered gambler, Defendants exploit them. Defendants' targeting of the vulnerable is so widely known that professional gamblers have taken to purposefully

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[12] Isaac Rose-Berman, Why Professional Gamblers Act like Addicts, HOW GAMBLING WORKS, available at: https://howgamblingworks.substack.com/p/why-professional-gamblers-act-like (Sept. 10, 2024) (last accessed March 11, 2025).

[13] PYMNTS, DraftKings Customer-Centric Strategy Avoids Mention of Any Specific Digital Innovations (Nov. 3, 2023), available at: https://www.pymnts.com/earnings/2023/draftkings-customer-centric-strategy-avoids-mention-of-any-specific-digital-innovations (last accessed March 11, 2025).

[14] Id.

[15] David Hill, Is the $11 Billion Online Sportsbook Bubble About to Burst?, ROLLING STONE (Nov. 17, 2024), available at: https://www.rollingstone.com/culture/culture-sports/sports-betting-law-draftkings-fanduel-1235158334/ (last accessed March 11, 2025).

[16] Legal Sports Report, FanDuel Continues Aggressive Acquisition Push As Others Slow Down (May 5, 2022), available at:https://www.legalsportsreport.com/69377/fanduel-continues- aggressive-acquisition-push-as-others-slow-down/ (last accessed March 11, 2025).

[17] Luke Goldstein, Rollups: The Big Data Machine Driving Online Sports Betting, THE AMERICAN PROSPECT (Apr. 4, 2022), https://prospect.org/power/rollups-big-data-machine-driving-online-sports-betting/ (last accessed October 2, 2026).

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mimicking the behavior of those with a gambling disorder—*e.g.*, by programming bots to open their mobile applications in the middle of the night, as though the users simply cannot help but wake up to check their bets—to encourage Defendants to provide rewards designed to keep people using the betting application.[18]

21. Harrowing accounts proliferate in which people describe feeling targeted and exploited by FanDuel and DraftKings, even after they tell representatives from the companies that they fear they are losing control and cannot, for example, pay their mortgage.[19]

22. Academic studies have explained that Defendants could use the data they have on their customers to identify those who should be cut off[20], or to create push notifications to encourage responsible behavior[21], and, in other markets (such as the United Kingdom), some companies (including an affiliate of Defendant FanDuel) do exactly that.

23. What Defendants are doing in the United States, and in Louisiana, however, is the opposite—they use creative, algorithmically-crafted, inducements to keep people in the game, even when it is clear the game is causing those users serious harm.

24. FanDuel and DraftKings hook users and then use troves of user data to identify, target, and exploit the most vulnerable among them, specifically seeking those who appear to have gambling disorders. Defendants' actions are unfair, deceptive, abusive, willful, against public policy, and prohibited by law.

A. Defendants Know That Online Sports Gambling Is Highly Addictive

25. As Derek Webb, Head of the Campaign for Fairer Gambling, put it: "You put the most addictive behavior on the most addictive device…What could go wrong?"[22]

26. Indeed, for as long as there has been online gambling, studies have shown it to be

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[18] Isaac Rose-Berman, Why Professional Gamblers Act like Addicts, HOW GAMBLING WORKS, available at: https://howgamblingworks.substack.com/p/why-professional-gamblers-act-like (Sept. 10, 2024) (last accessed October 2, 2026).

[19] Jason Quick, 'I literally can't stop.' The descent of a modern sports fan, THE ATHLETIC (Oct. 14, 2024), https://www.nytimes.com/athletic/5777632/2024/10/14/sports-betting-addiction- problem-fans/, (last accessed October 2, 2026,); Kate Linebaugh, How a Psychiatrist Lost $400,000 on Gambling Apps, WALL STREET JOURNAL, (Mar. 15, 2024) https://www.wsj.com/podcasts/the- journal/how-a-psychiatrist-lost-400000-on-gambling-apps/c91168e8-8add-48bc-8f5f- 324fe4680df6 (last accessed March 11, 2025).

[20] *See,* generally, G. Drosatos, F. Nalbadis, E. Baines, et al., Enabling Responsible Online Gambling by Real-time Persuasive Technologies, 17 Complex Systems Informatics and Modeling Quarterly 44 (2018).

[21] *Id.*

[22] Adam Kilgore, On betting's biggest day, a new scandal puts the sports world on edge, WASHINGTON POST, available at: https://www.washingtonpost.com/sports/2024/03/21/sports- betting-ohtani-scandal/ (last accessed March 26, 2025).

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particularly addictive. In 2009, Kathryn LaTour, a professor at the University of Nevada Las Vegas, and June Cotte, a professor at the University of Western Ontario, authored a study entitled *Blackjack in the Kitchen: Understanding Online versus Casino Gambling*. The study, one of the first to compare online gambling with traditional, in-person casino gambling, found that online gamblers gambled more frequently and aggressively than their in-person counterparts and that their behaviors were more indicative of addiction. As the authors explained, decoupling gambling from a designated physical space removes some of the safeguards that exist in in-person gambling:

> When gambling consumption moves into the home, gambling behavior becomes a part of everyday living. When not seen as reserved solely as behavior for an outing or a special occasion, we found that gambling is more likely to become a pernicious, insidiously integrated component of a consumer's life. Online gambling can happen without the knowledge of non-gambling significant others (spouse, parents). It can be done away from their gaze and their censure. One can also sneak out to a casino too, but it is harder to hide this behavior.[23]

27. It is thus utterly unsurprising that with the expansion of online gambling, addiction is on the rise.[24]

28. The problem is particularly acute for young people; a 2012 study of university students found that, among students who had gambled on the internet, 16.2% of those students met the criteria for "problem gamblers" under the DSM-IV.[25]

29. The problem is also apparent, and growing, within the general population; a 2021 report from the National Council on Problem Gambling found that 11% of those surveyed displayed signs of "problematic behaviors" relating to gambling, a 50% increase from 2018.[26] According to another survey, among monthly gamblers, those experiencing gambling problems jumped from 12.7% in 2014 to 25.6% in 2023.[27] Another recent report indicated that nearly one in ten adults who use online sports betting products have a gambling disorder.[28]

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[23] June Cotte & Kathryn A. LaTour, Blackjack in the Kitchen: Understanding Online versus Casino Gambling, 35 J. of Consumer Research 742, 755 (Feb. 2009).
[24] Yeola A, Allen MR, Desai N, et al., Growing Health Concern Regarding Gambling Addiction in the Age of Sportsbooks. JAMA Intern Med. (Feb. 17, 2025), available at: https://doi:10.1001/jamainternmed.2024.8193 (last accessed March 11, 2025).
[25] Jessica McBride & Jeffrey Derevensky, Internet gambling and risk-taking among students: An exploratory study, 1 J. of Behavioral Addictions 50 (Jun. 1, 2012).
[26] NATIONAL COUNCIL ON PROBLEM GAMBLING, National Survey on Gambling Attitudes and Gambling Experiences 2.0 (2021), https://www.ncpgsurvey.org/ngage-2021/ (last accessed March 11, 2025).
[27] UNIVERSITY OF MASSACHUSETTS AMHERST SCHOOL OF PUBLIC HEALTH & HEALTH SCIENCES, Problem Gambling May Be on the Rise Among Monthly Gamblers in Massachusetts, Online Surveys Suggest (Sept. 3, 2024), https://www.umass.edu/public-health-sciences/news/problem- gambling-may-be-rise (last accessed March 11, 2025).
[28] NBC News, Online gambling has fueled an industry boom that threatens public health, commission finds (Feb. 24, 2024), available at: https://www.nbcnews.com/health/health- news/gambling-industry-growth-threat-public-health-report-rcna175356 (last accessed March 11, 2025).

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30. On February 17, 2025, NBC News reported that there have been dramatic increases in online searches for terms like "gambling addiction hotline" and "am I a gambling addict," with surges in these searches strongly correlated with the opening of new sportsbooks, like DraftKings and FanDuel, in states that legalized sports gambling.[29] As United States Senator Richard Blumenthal put it, "[t]he growing legalization of sports betting coupled with the ability to place bets from your phone whenever you want have created the perfect storm for gambling addiction—resulting in a severe public health crisis." [30]Gambling Disorder is recognized by the American Psychiatric Association in its Diagnostic and Statistical Manual of Mental Disorders (DSM-5).[31] It is classified in the DSM-5 within the "Substance-Related and Addictive Disorders" category, reflecting research that gambling activates the brain's neural pathways similarly to drugs and alcohol.

31. According to a recent WalletHub analysis, and as indicated on the map below, Louisiana ranks as the fifth-most gambling-addicted state in America.[32]



[29] Erik Ortiz, Online Searches for Gambling Addiction Surge as Legalized Sports Betting Expands, Study Finds, NBC NEWS (Feb. 17, 2025), available at: https://www.nbcnews.com/health/health- news/online-searches-gambling-addiction-surge-legalized-sports-betting-expa-rcna192462 (last accessed March 11, 2025).
[30] Id.
[31] Yvonne H.C. Yau & Marc N. Potenza, Gambling Disorder and Other Behavioral Addictions: Recognition and Treatment, *Harvard Review of Psychiatry* Vol. 23,2 (2015): 134-46. https://pmc.ncbi.nlm.nih.gov/articles/PMC4458066/
[32] https://wallethub.com/edu/states-most-addicted-to-gambling/20846, *see also* https://www.aol.com/articles/big-problem-gambling-louisiana-state-090428000.html

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32. "According to the Louisiana Association on Compulsive Gambling, about 4.4 percent of adults over 21 in Louisiana, or as many as 159,000 people, demonstrate problematic or pathological gambling. About 14.3 percent of adults between 18 and 21 have problematic or pathological gambling issues. That's as many as 23,000 people."[33]

33. According the Center for Addiction, Science, Policy and Research (CASPR) the integration of 24/7 mobile sports betting apps like FanDuel and DraftKings has significantly transformed the landscape of gambling addiction in Louisiana. Since mobile sports wagering launched in the state, total handles have surged past $3 billion, creating a concurrent rise in problematic gambling behaviors.[34]

34. CASPR gives Louisiana a grade of D on its Online Gambling Safety Report Card:

ONLINE GAMBLING SAFETY REPORT CARD

Louisiana

Ranked #28 out of 52 jurisdictions

- **24/7 sports gambling apps legal**
- **24/7 iCasino apps not legal**
- **No addiction or bankruptcy prevention protections**
- **Operators can offer bets to individuals demonstrating addictive gambling behaviors**
- **Low tax rate on online gambling.**
- Joined the bipartisan 38-state Attorney General coalition opposing Kalshi-style sports-event contracts (April 2026).
- Some low-impact consumer policies in place.

ESTIMATED ANNUAL NET STATE OUTFLOWS DUE TO ONLINE GAMBLING

-$272,923,375

LETTER GRADE

D

TOTAL SCORE

52 / 100

[33] https://www.stoppredatorygambling.org/thousands-treated-annually-for-addiction/
[34] https://caspr.org/state-gambling-scorecard/states/louisiana

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35. Unlike traditional brick-and-mortar casinos or truck-stop video poker establishments that require physical travel, apps place an entire casino inside a user's pocket. Users can make impulse bets 24/7, chase losses instantly, and engage in "in-game micro-betting" (wagering on specific drives, plays, or pitches). This lack of "friction" speeds up the cycle of financial loss and compulsive behavior.

II. PARTIES

36. Plaintiff ADRIAN PAYTON is a person of the age of majority and a resident and domiciliary of the Parish of Orleans, State of Louisiana, and a current user of the FanDuel betting app.

37. Mr. Payton is 43 years old. He began using FanDuel in October of 2023 and uses it to bet on all sports. He began using FanDuel when he saw many of his friends were placing bets on the app.

38. Mr. Payton alleges that FanDuel gave him bonuses and deposit matches to entice him to bet. He places prop bets and live bets and has observed that the odds on his live bets often change after he submits his wager.

39. Mr. Payton believes that his betting on the app has adversely affected his relationships.

40. Mr. Payton uses his debit and credit cards to cover his bets on the app, and he has also had to take out a bank loan to pay his betting debts. He has wagered $88,716.27 and has confirmed losses of $25,728.10.

41. Mr. Payton feels targeted by the FanDuel app and finds that he cannot get away from betting because FanDuel sends advertisements and push notifications during the football and basketball games he watches.

42. Plaintiff TOI SMITH is a person of the age of majority and a resident and domiciliary of the Parish of Orleans, State of Louisiana, and a current user of the FanDuel and DraftKings betting apps.

43. Toi Smith is 29 years old. She began using both FanDuel and DraftKings at the age of 21 after seeing their ads on Instagram and X (formerly Twitter), and noticing many of her friends placing bets on the apps.

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44. Ms. Smith spends at least 4 hours each day on FanDuel. She has attained reward level 3. Despite often placing a $200 limit alert, the app consistently allows her to exceed the limit.

45. Ms. Smith also uses the DraftKings app, though less frequently than the FanDuel app.

46. When wagering on the apps, Ms. Smith primarily places parlay bets of 3 to 5 legs. Her bets are on baseball, football, and basketball. She also places live bets and proposition (prop) bets, and she receives bonus offers from the apps. She pays her bets with debit and credit cards.

47. On FanDuel alone, in the two years from September 9, 2024 to September 9, 2026, she deposited $22,018.50 and wagered $23,561.04.

48. Plaintiff YOLANDA PERKINS is a person of the age of majority and a resident and domiciliary of the Parish of Orleans, State of Louisiana, and has been user of the FanDuel and DraftKings betting apps since approximately 2022.

49. Ms. Perkins is also a heavy parlay bettor betting approximately $32,000 on FanDuel where she can bet 25 legs per sport, and approximately $37,000 on DraftKings where she can bet 20 legs per sport.

50. Ms. Perkins has a separate cell phone that is dedicated only to emails and these betting apps.

51. Ms. Perkins bets on many sports including baseball, football, basketball, horse racing, soccer, and tennis.

52. Defendant FANDUEL, INC. (hereinafter "FanDuel"), is a foreign corporation organized under the laws of Delaware, with its principal place of business in New York, authorized to do and doing business in the State of Louisiana by operating an interactive mobile sports wagering application product in this state and parish. All references to FanDuel hereafter are intended to include Flutter.

53. Defendant FLUTTER ENTERTAINMENT plc ("Flutter") is the parent company of FanDuel. Flutter an Irish public limited company, with its registered office at Belfield Office Park, Beech Hill Road, Clonskeagh, Dublin 4, Ireland. Flutter's corporate offices in the United States are located in New York City.

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54. Defendant BELLE OF ORLEANS, LLC d/b/a AMELIA BELLE CASINO (hereinafter "Amelia Belle") is a Louisiana limited liability company with its principal place of business in Amelia, Louisiana. Amelia Belle is a citizen of Louisiana. Amelia is the designated retail casino licensee legally tied to, partnering with, and enabling FanDuel to market and operate its mobile software product inside Louisiana.

55. Defendant DK CROWN HOLDINGS, INC d/b/a DRAFTKINGS, INC. (hereinafter "DraftKings") is a Nevada corporation, with its principal place of business at 222 Berkeley Street, 5th Floor, Boston, Massachusetts 02116 , authorized to do and doing business in the State of Louisiana by operating an interactive mobile sports wagering application product in this state and parish.

56. Defendant, CATFISH QUEEN, LLC d/b/a BALLY'S BATON ROUGE (hereinafter "Bally's"), is a Louisiana limited liability company with its principal place of business in Baton Rouge, Louisiana. Bally's holds a sports wagering certificate and is the designated retail casino licensee legally tied to, partnering with, and enabling DraftKings to market and operate its mobile software product inside Louisiana.

III. JURISDICTION AND VENUE

57. This Court has subject matter jurisdiction over this action pursuant to Article V, Section 16(A) of the Louisiana Constitution. Plaintiffs' claims arise under the Louisiana Products Liability Act ("LPLA"), La. R.S. 9:2800.51, et seq., the Louisiana Civil Code, and Louisiana gaming law, and are properly brought as a class action under La. C.C.P. art. 591, et seq.

58. This Court possesses personal jurisdiction over each of the Defendants pursuant to La. R.S. 13:3201 because each of them have and continue to purposefully direct commercial activities at Louisiana residents and derive substantial revenue from the continuous use of their software products inside this state. In addition, this Court has personal jurisdiction over Amelia Belle and Bally's because they are Louisiana domiciliaries and domestic limited liability companies.

59. To the extent any defendant contends that federal jurisdiction exists under the Class Action Fairness Act (CAFA), 28 U.S.C. § 1332, a federal court would be required to decline jurisdiction pursuant to 28 U.S.C. § 1332(d)(4)(A) (the "local controversy" exception") because:

a. More than two-thirds of the members of the proposed Master Class, and of each Subclass, in the aggregate, are citizens of the State of Louisiana, the state in

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which this action is originally being filed, because membership is limited to Louisiana citizens. 28 U.S.C. § 1332(d)(4)(A)(i)(I);

b. At least one defendant is a defendant (I) from whom significant relief is sought by members of the plaintiff class, including rescission, restitution, and damages arising from its sale of access to the Wagering Systems under its Louisiana sports wagering license; (II) whose alleged conduct forms a significant basis for the claims asserted by the proposed plaintiff class, including its failure to supervise the platforms operating under its license and its participation in the revenue generated from Class members' losses; and (III) who is a citizen of the State of Louisiana. 28 U.S.C. § 1332(d)(4)(A)(i)(II);

c. The principal injuries resulting from the alleged conduct, or any related conduct, of each Defendant were incurred in the State of Louisiana, where Class members downloaded, funded, and wagered through the geofenced applications, and where Defendants deployed localized marketing targeting Louisiana residents and Louisiana athletic events. 28 U.S.C. § 1332(d)(4)(A)(i)(III);

d. Upon information and belief, during the three-year period preceding the filing of this action, no other Louisiana class action has been field asserting the same or similar factual allegations against any of the Defendants on behalf of the same or other persons. 28 U.S.C. § 1332(d)(4)(A)(ii);

60. Venue is proper in this Parish pursuant to Louisiana Code of Civil Procedure Article 73 and Article 74, because the wrongful conduct, the negligent software deployment, and the resulting financial and psychological damages sustained by Plaintiffs and Class members occurred directly within the State of Louisiana, including in the Parish of Orleans.

IV. CAUSES OF ACTION

COUNT I—LOUISIANA PRODUCTS LIABILITY ACT DESIGN DEFECT (La. R.S. 9:2800.56)

61. Plaintiffs reallege and reincorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

62. Pursuant to the Louisiana Supreme Court's binding precedent in *Pickard v. Amazon.com, Inc.*,2023-01596 (La. 6/28/24), 387 So. 3d 515, 519-21, an entity that does not hold title to a product may nonetheless be a "seller" under the LPLA where it has custody over the product and controls the process of the transaction and delivery.

63. The FanDuel and DraftKings mobile applications are "products" within the meaning of La. R.S. 9:2800.53(3). Prepackaged software is a corporeal moveable under Louisiana law. See South Central Bell Tel. Co. v. Barthelemy, 94-0499 (La. 10/17/94), 643 So.2d 1240. The applications are standardized, mass-produced, downloaded and installed onto users' physical devices, and placed into trade and commerce in Louisiana. FanDuel and DraftKings are "manufacturers" of

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the applications under La. R.S. 9:2800.53(1) because they design, code, produce, and place the applications into trade or commerce.

64. FanDuel and DraftKings maintain continuous custody over the product software, dictate real-time transactional logistics, and deploy automated scripts to control the pacing of the digital exchange within Louisiana.

65. Defendants Amelia Belle and Bally's are not passive observers. Under Louisiana gaming law, they maintain regulatory and legal custody over the sports wagering infrastructure that allows these mobile apps to exist. They operate as an integrated joint venture and digital distributor network with their respective mobile partners.

66. The software applications engineered, distributed, and sold by Defendants were unreasonably dangerous in design because the characteristics of the software that caused the Plaintiffs' and the Class members' injuries were intentional program design choices.

67. The products were defectively designed to bypass cognitive friction and exploit neurochemical feedback loops through integrated software features, including: predatory real-time micro-wagering feedback loops engineered to mirror high-addiction electronic slot machines; asymmetric algorithmic pacing scripts that deployed push notifications and "bonus bets" during verified windows of player financial distress; and defective limit-override interfaces that instantly expanded deposit caps without enforcing cooling-off intervals.

68. At the time the software products left Defendants' control, there existed feasible, alternative digital designs—including rigid loss thresholds, elimination of algorithmic tracking of addicted players, and automated cooling-off blocks—which would have significantly reduced the risk of behavioral addiction without destroying the legal utility of the sports wagering applications.

69. Plaintiffs' and Class members' damages arose from a reasonably anticipated use of the products—downloading, funding, and wagering through the applications in the manner Defendants designed and marketed them. See La. R.S. 9:2800.54(A).

70. The likelihood that the applications' design would cause the damages described in this Petition, and the gravity of those damages, outweighed the burden on Defendants of adopting the alternative designs above and any adverse effect of those alternatives on the utility of the applications. La. R.S. 9:2800.56(2).

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71. As a direct and proximate result of these design defects, Plaintiffs and Class members sustained the damages described below.

COUNT II: LIABILITY UNDER THE LPLA
INADEQUATE WARNING (La. R.S. 9:2800.57)

72. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

73. The software products were further unreasonably dangerous because they lacked adequate warnings regarding their highly addictive nature at the time they left Defendants' control.

74. Defendants knew, or in light of clinical data should have known, that continuous mobile access to algorithmic micro-betting (live "in-play" betting) poses a profound, foreseeable risk of severe neurochemical dependency.[35] When gamblers can bet during the game on hundreds and potentially thousands of discrete events, this shortens the lag between the bet and reward, increasing the speed and frequency of gambling, which increases the risk of problematic behavior.[36] Defendants failed to provide conspicuous, medically accurate warnings detailing the addictive potential of the interfaces, actively obscuring these dangers behind fine-print nomenclature like "risk-free bets."

75. No ordinary user would know that the apps were engineered to track and target users showing problem-gambling markers.

76. Independently, after the products were placed in commerce, Defendants acquired actual knowledge, through their own player-tracking data showing escalating, loss-chasing play by Plaintiffs and Class members, of the products' addictive characteristics, yet failed to take reasonable steps to warn users, in violation of La. R.S. 9:2800.57(C).

COUNT III: REDHIBITION(La. C.C. arts. 2520, *et seq.*)
IN THE ALTERNATIVE TO COUNTS I and II

77. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

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[35] *See:* Valenciano-Mendoza E, Mora-Maltas B, Mestre-Bach G, Munguía L, Richard J, Derevensky JL, Potenza MN, Jiménez-Murcia S. Clinical Correlates of Sports Betting: A Systematic Review. J Gambl Stud. 2023 Jun;39(2):579-624. doi: 10.1007/s10899-023-10196-0. Epub 2023 Apr 1. PMID: 37004597; PMCID: PMC10066997.

[36] *See:* https://www.ncpgambling.org/wp-content/uploads/2023/09/Sports-gambling_NCPGLitRvwExecSummary.pdf (last visited October 1, 2026)

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78. Defendants, FanDuel, Inc., and DraftKings, Inc. (collectively, the "Sportsbook Defendants"), are the designers, developers, and manufacturers of interactive digital wagering platforms and mobile applications (the "Wagering Systems") deployed commercially within the State of Louisiana.

79. Defendants, Belle of Orleans, LLC d/b/a Amelia Belle Casino, and Catfish Queen, LLC d/b/a Bally's Baton Rouge (collectively, the "Casino Anchor Defendants"), act as the mandatory statutory anchors, sellers, and commercial conduits through whose state-issued gaming licenses the Sportsbook Defendants legally market, distribute, and sell access to these Wagering Systems to Louisiana consumers.

80. The transaction initiated when a consumer, such as plaintiffs and members of the classes, downloads the mobile application and funds an account constitutes a continuous contract for the sale of a "thing"—specifically, the commercial right to access and utilize an interactive, state-regulated wagering service.

81. The Wagering Systems designed by the Sportsbook Defendants, and commercially anchored and sold by the Casino Anchor Defendants, possessed a hidden redhibitory vice or defect at the time of delivery and throughout the Class Period. Specifically, the Wagering Systems were embedded with predatory, manipulative, and addictive data-tracking algorithms designed to actively target vulnerable or compulsive gamblers, override user-imposed self-exclusion mechanisms, and manipulate wagering interfaces to obscure true financial risks.

82. This hidden algorithmic defect renders the Wagering Systems useless, or their use so inconvenient and perilous, that it must be presumed Plaintiff and members of the Class would not have downloaded the software, created accounts, or deposited their hard-earned capital into the platforms had they known of the defect.

83. The Sportsbook Defendants, as the creators and coders of the software, are legally deemed manufacturers under Louisiana law and are presumed to have knowledge of the vices and defects within their own product pursuant to Louisiana Civil Code article 2545.

84. The Casino Anchor Defendants knew, or through reasonable oversight of their digital skins should have known, that the Wagering Systems possessed these predatory and non-

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compliant defects, thereby rendering all Defendants bad-faith manufacturers and sellers pursuant to Louisiana Civil Code article 2545.

85. As a direct and proximate result of the redhibitory vices and defects inherent in the Wagering Systems, Plaintiffs and the Classes have suffered severe financial losses, rendering the underlying contracts void, and entitling them to rescission of the transactions and a full return of all funds deposited.

COUNT IV: BREACH OF CONTRACT / BAD FAITH BREACH
(La. C.C. arts. 1994, 1997)

86. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

87. To access, fund, and utilize the Wagering Systems, Plaintiffs and every member of the Class and Subclasses were required to accept a uniform, non-negotiable adhesion Terms of Service contract ("ToS") provided electronically by the Sportsbook Defendants.

88. A valid, binding, and uniform contractual relationship existed between the Sportsbook Defendants, on the one hand, and Plaintiffs and members of the corresponding Subclasses, on the other, at all times during the Class Period.

89. The uniform ToS agreements contain explicit, reciprocal, and foundational corporate promises regarding the provision of "Responsible Gaming" guardrails, platform data integrity, fair odds, consumer safety, and the absolute honoring of user-imposed self-exclusion and timeout mechanisms.

90. The Sportsbook Defendants systematically breached these express contractual terms by designing, deploying, and operating an automated software system architecture that routinely bypassed, ignored, or actively subverted user-selected self-exclusion boundaries and timeout requests.

91. Pursuant to Louisiana Civil Code article 1997, the Sportsbook Defendants committed these contractual breaches in bad faith. Specifically, the Sportsbook Defendants possessed actual corporate knowledge of the addictive and destructive nature of their platform design, yet intentionally utilized backend behavioral player-tracking data to target known losing or vulnerable players with aggressive, automated "VIP host" retention promotions, push notifications, and credit incentives to prevent them from ceasing play.

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92. As a direct and proximate consequence of the Sportsbook Defendants' bad-faith breach of these uniform contracts, Plaintiffs and members of the Class suffered severe, measurable financial damage to their property and patrimony. Under La. C.C. art. 1997, the Sportsbook Defendants are liable *in solido* for all damages, foreseeable or unforeseeable, that directly resulted from this bad-faith corporate conduct.

COUNT V: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(La. C.C. arts. 1759, 1983, 2054)

93. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

94. Louisiana Civil Code article 1983 mandates that all contracts must be performed in good faith. Moreover, under Louisiana Civil Code article 2054, the parties are bound not only to the express words of the contract, but also to "whatever the law, equity, or usage, regards as implied in a contract of that kind or necessary for the contract to achieve it true purpose.

95. The true commercial purpose of the contract was to provide a safe, fair, and legally compliant recreational entertainment platform. The Sportsbook Defendants subverted and destroyed this contractual purpose by engineering an interface that utilized predatory behavioral feedback loops, deceptive push notifications, and manipulative gamification tools designed to strip users of their financial autonomy.

96. By actively tracking user losses and utilizing automated backend coding to exploit cognitive biases and problem-gambling behaviors, the Sportsbook Defendants destroyed the fruits of the contract for Plaintiff and the Class, transforming a recreational consumer agreement into a predatory wealth-extraction mechanism.

97. Consequently, the Sportsbook Defendants and their Casino Anchor Defendants are liable *in solido* for the extensive economic and pecuniary losses sustained by the Class as a direct result of this bad-faith performance.

COUNT VI: NEGLIGENT MISREPRESENTATION IN COMMERCIAL TRANSACTIONS
(La. C.C. art. 2315)

98. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

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99. During the Class Period, the Sportsbook Defendants, acting individually and through the legal capacity granted by their respective Casino Anchor Defendants, engaged in uniform, mass-marketed advertising and digital promotions directed at Louisiana consumers.

100. The Defendants made frequent, standardized, and material misrepresentations of fact to the public and directly to users via push notifications, promising that wagers were entirely "risk-free," "No Sweat," or that users would receive "100% deposit matches" up to thousands of dollars.

101. The Defendants owed a legal duty to Louisiana consumers to provide accurate, honest, and non-deceptive commercial information regarding the true financial conditions and risks associated with these promotions.

102. The Defendants breached this duty by negligently—if not intentionally—misrepresenting and omitting the highly restrictive, high-loss rollover thresholds, complex wagering requirements, and fine-print strings attached to these promotions, which effectively guaranteed that a consumer would have to wager and lose substantial amounts of their own capital to ever access the promised "bonus" credit.

103. The design of the promotions was uniform, computerized, and pushed out systematically via the identical app interfaces to the entire Class. Plaintiffs and members of the Class reasonably and uniformly relied upon these commercial misrepresentations to their severe financial detriment when funding their accounts and placing wagers.

104. As a direct result of the Defendants' negligent misrepresentations, Plaintiffs and the Class suffered specific, quantifiable economic harm to their patrimony, for which all Defendants are liable *in solido*.

COUNT VII: LA. C.C. ART. 2315 LIABILITY BASED ON VIOLATION OF STATUTORY DUTY
(La. R.S. 27:601, *et seq.* and LAC 42:VI.401, *et seq.*)
IN THE ALTERNATIVE TO COUNTS I and II

105. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

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106. Under Louisiana law, a violation of a safety statute or a mandatory state gaming regulation designed to protect a specific class of vulnerable persons may establish the standard of care, the breach of which gives rise to liability under Louisiana Civil Code article 2315.

107. The State of Louisiana maintains a comprehensive statutory and regulatory scheme governing gaming activity (La. R.S. 27:2). Under the Louisiana Sports Wagering Act (La. R.S. 27:601, et seq.) and the Louisiana Administrative Code (LAC 42:VI.401, et seq.), state-licensed gaming operators owe a duty to implement, enforce, and strictly monitor responsible gaming metrics, protect minors, and uphold valid self-exclusion protocols.

108. The Casino Anchor Defendants, as the exclusive holders of the master state sports wagering licenses under which their digital skins operate, directly breached their statutory and regulatory duties of oversight. They completely failed to audit, supervise, or curb the predatory, automated algorithmic targeting and deceptive practices deployed daily within Louisiana borders by their digital agents, FanDuel and DraftKings.

109. Upon information and belief, the Sportsbook Defendants directly violated these safety regulations by coding their platforms to bypass self-exclusion filters and intentionally marketing gambling products to known, registered problem gamblers.

110. Plaintiffs and members of the Class belong to the precise class of Louisiana citizens that these stringent gaming statutes and regulations were enacted to protect. The systemic violation of these statutory duties by both the Sportsbook Defendants and their Casino Anchor Defendants constitutes a direct, proximate cause of the severe financial ruin and emotional trauma inflicted upon the Class, rendering all Defendants liable *in solido* under Article 2315.

COUNT VIII: ALLEGED IN THE ALTERNATIVE UNJUST ENRICHMENT (La. C.C. art. 2298)

111. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs of this Petition as if fully set forth herein.

112. This Count is pleaded strictly in the alternative, pursuant to Louisiana Code of Civil Procedure article 892, to the extent that the Court finds that no valid contractual remedy, statutory gaming action, product liability claim, or redhibitory cause of action exists to remedy the wrongs described herein.

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113. The Sportsbook Defendants and the Casino Anchor Defendants have been enormously enriched by the accumulation of hundreds of millions of dollars in net consumer losses, transaction fees, and house holds ("vig") extracted from Louisiana citizens through the operation of their predatory and manipulative software mechanics.

114. Plaintiff and members of the Class have experienced a corresponding, severe impoverishment, representing the systematic depletion of their personal savings, wages, and bank accounts.

115. A direct, causal connection exists between the massive financial enrichment enjoyed by the Defendants and the corresponding economic impoverishment suffered by Plaintiff and the Class.

116. There is no valid, lawful, or conscionable justification or cause for the massive enrichment obtained by the Defendants through the deployment of non-compliant, deceptive, and predatory automated software tracking codes.

117. Consequently, Plaintiff and the Class are entitled to a judgment ordering the full disgorgement and restitution of all funds, net deposits, and illicit profits retained by the Defendants, to the extent of the enrichment, pursuant to Louisiana Civil Code article 2298.

V. CLASS ACTION ALLEGATIONS
(La. C.C.P. art. 591, *et seq*)

118. Plaintiffs bring this action individually and on behalf of a class of similarly situated individuals pursuant to Louisiana Code of Civil Procedure articles 591, et seq.

THE CLASS DEFINITIONS

119. Plaintiffs propose the certification of a single Master Class, structured with two distinct, parallel Defendant-Specific Subclasses to ensure precise alignment of claims, prevent any potential intra-class conflicts, isolate the specific statutory-anchor relationships, and facilitate alternative recovery frameworks as follows:

120. **THE MASTER CLASS**: All individuals domiciled in the State of Louisiana who, during the applicable prescriptive period through the date of class certification (the "Class Period"), created an account, deposited funds, and utilized the mobile sports wagering applications designed,

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manufactured, and operated by the Sportsbook Defendants under the regulatory authority of the Casino Anchor Defendants.

121. **THE FANDUEL /AMELIA BELLE SUBCLASS (Subclass A)**: All members of the Master Class who created an account, deposited funds, and utilized the FanDuel mobile sports wagering application anchored to, and operating under the master sports wagering license held by, Defendant Belle of Orleans, LLC d/b/a Amelia Belle Casino.

122. **THE DRAFTKINGS/BALLY'S BR SUBCLASS (Subclass B)**: All members of the Master Class who created an account, deposited funds, and utilized the DraftKings mobile sports wagering application anchored to, and operating under the master sports wagering license held by, Defendant Catfish Queen, LLC d/b/a Bally's Baton Rouge.

123. Excluded from the Master Class and Subclasses are: (a) Defendants, including any entity in which Defendants have a controlling interest, and their legal representatives, officers, directors, assignees, and successors; (b) any judge, justice, or judicial officer presiding over this matter and members of their immediate families; and (c) any individual who has successfully exercised a valid, non-defective regulatory self-exclusion mechanism that completely barred account creation and deposit activity throughout the entirety of the Class Period.

124. This case is properly brought as a class action pursuant to La. C.C.P. art 591 *et seq.* for the following reasons:

125. **Numerosity** (La. C.C.P. art. 591(A)(1)): The members of the Master Class and Subclasses are so numerous that joinder of all members is impracticable. Upon information and belief, DraftKings and FanDuel maintain hundreds of thousands of active mobile betting accounts within the State of Louisiana. Although the exact number and identities of the members of each Subclass are not presently known, they are readily identifiable through the internal electronic transactional data, account registries, and player tracking logs exclusively maintained by the Defendants.

126. **Commonality** (La. C.C.P. art. 591(A)(2)): There are questions of law and fact common to the Master Class and each Subclass that predominate over any questions affecting only individual members. These common questions include, but are not limited to:

- **LPLA-theories**: Whether the digital Wagering Systems constitute a 'product' within the scope and legislative intent of the Louisiana Products Liability Act (La. R.S. 9:2800.53);

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- **LPLA-theories**: Whether the Wagering Systems were unreasonably dangerous in design pursuant to La. R.S. 9:2800.56 because the predatory retention metrics and psychological engineering outweighed the social utility of the software;

- **LPLA-theories**: Whether there existed an alternative, safer software design that would have prevented the automated, algorithmic targeting of compulsive gamblers and the intentional bypassing of self-exclusion tools;
- **Contract:** Whether the uniform ToS impose obligations regarding responsible -gaming tools, deposit limits, and self-exclusion, and whether the Sportsbook Defendants breached those obligations in bad faith;

- **Misrepresentation:** Whether Defendants' uniform "risk-free," "No Sweat," and deposit-match promotions were materially misleading;

- **Statutory duty:** Whether Defendants violated duties imposed by the Louisiana Sports Wagering Act and its implementing regulations, including LAC 42:VI.517;**Redhibition**: Whether, if the Wagering Systems are deemed incorporeal things or interactive commercial services outside the scope of the LPLA, they possessed an inherent redhibitory vice or defect under La. C.C. art. 2520 via predatory, addictive data-tracking algorithms;**Redhibition**): Whether the Sportsbook Defendants are considered "manufacturers' of an incorporeal commercial thing under Louisiana civilian tradition;

- Whether the Casino Anchor Defendants maintained a statutory and regulatory duty to supervise their respective digital skins;

- Whether the operational, data-sharing, and revenue-sharing agreements between each sportsbook and its respective casino anchor created an express or implied legal mandate, agency, or joint venture; and

- The proper, class-wide mathematical methodology for calculating "net deposits," economic losses, and consequential damages under both the LPLA and Redhibition remedy provisions.

127. **Typicality** (La. C.C.P. art. 591(A)(3)): The claims of the named Plaintiffs are typical of the claims of the Master Class and both Subclasses. Plaintiffs are residents and domiciliaries of Louisiana who downloaded both apps, funded accounts, and suffered severe, unconscionable financial and property losses directly caused by the identical algorithmic architecture and lack of local statutory oversight that impacted every other class member. Plaintiff's claims stand in an identical legal posture to all members of the classes under both the primary LPLA track and the alternative Redhibition track.

128. **Adequacy of Representation** (La. C.C.P. art. 591(A)(4)): Plaintiff will fairly and adequately protect and represent the interests of the Master Class and both Subclasses. Plaintiffs have no interests antagonistic to or in conflict with the class members. Furthermore, Plaintiffs have retained counsel highly experienced in complex civil litigation, Louisiana product liability, and class

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action procedure. Class Counsel possesses the resources and expertise necessary to vigorously prosecute this action to a final judgment.

129. **Objectively Defined Class** (La. C.C.P. art. 591(A)(5)): The Master Class and Subclasses are defined by clear, objective, and neutral criteria. Membership is determined strictly by objective electronic transaction history (depositing money into a specific licensed app within Louisiana borders during the Class Period). No subjective or merits-based determinations are required to identify whether an individual is a member of the class.

130. **Predominance and Superiority** (La. C.C.P. art. 591(B)(3)): Common questions of law and fact predominate over individual questions because Defendants' liability turns on uniform software design, uniform promotions, and uniform contract terms. Class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy. A class action is superior to other available methods of adjudication because individual litigation of the claims of each Class member is impracticable and inefficient. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed and address identical issues.

VI. DAMAGES

A. Louisiana Product Liability Act Damages

131. As a direct and proximate result of Defendants' joint manufacturing, distribution, and sale of unreasonably dangerous products, Plaintiffs and Class members have suffered severe, quantifiable damages.

132. Pursuant to La. R.S. 9:2800.53(5) and La. C.C. art. 2315, Plaintiffs, individually and on behalf of the Class, demand full compensatory damages for:

a. Actual Financial Losses: out-of-pocket depletion of personal capital, savings, and retirement holdings systematically extracted by the products' predatory loops.

b. Severe Mental Anguish and Emotional Distress: psychological suffering, clinical anxiety, and depression induced by the products' addictive designs.

c. Medical Treatment Expenses: past, present, and future costs for specialized psychiatric care and cognitive behavioral therapy (CBT) for clinically diagnosed gambling disorders.

d. Loss of Consortium: severe strain and disruption to familial and domestic relationships caused by the products' addictive nature.

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B. Redhibition Damages--(Pursuant to La. C.C. art. 2545)

133. Because Defendants are bad-faith manufacturers and sellers under Louisiana Civil Code article 2545, they are liable to Plaintiff and the Class not only for the return of the purchase price and expenses of the sale, but also for all foreseeable and unforeseeable consequential damages sustained by the consumers.

134. Plaintiffs, individually and on behalf of the Class, demands judgment against all Defendants, jointly, severally, and *in solido*, for the following distinct categories of class-wide damages:

a. **Rescission and Restitution of Net Deposits:** A full refund of all net capital deposited into the FanDuel and DraftKings platforms by Class members during the Class Period (calculated as total cash deposits minus successful withdrawals), representing the restoration of the parties to their pre-sale positions due to the rescission of the defective service contracts;

b. **Disgorgement of Transactional Costs:** The return of all built-in commissions, transaction fees, and house theoretical holds (the "vig") extracted from Class members' accounts during the operation of the defective Wagering Systems, representing the direct "expenses of the sale" under Article 2545;

c. **Consequential Economic Damages:** Reimbursement for all secondary financial losses directly triggered by the predatory design of the apps, including but not limited to bank overdraft fees, high-interest credit card cash-advance fees, liquidated retirement or savings penalties, and statutory interest on debts incurred to fund the defective platforms;

d. **Non-Pecuniary Damages for Mental Anguish:** Damages for severe emotional distress, mental anguish, psychological trauma, and disruption of family relationships caused by the Defendants' bad-faith algorithmic exploitation of a service marketed strictly for safe, recreational entertainment; and

e. **Statutory Attorney's Fees:** An award of reasonable attorney's fees and all litigation costs incurred by Class Counsel, as explicitly mandated by Louisiana Civil Code article 2545 against bad-faith manufacturers and sellers.

VII. REQUEST FOR JURY TRIAL

135. Plaintiffs individually and on behalf of the Class, demand a jury trial on all claims so triable.

136. Pursuant to La. C.C.P. art. 893(A)(1), Plaintiffs allege that the amount of each named Plaintiff's individual cause of action exceeds the amount required for a trial by jury under La. C.C.P. art. 1732(1).

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VIII. PRAYER FOR RELIEF

WHEREFORE, Toi Smith, Yolanda Perkins, and Adrian Payton individually for themselves and on behalf of the Master Class and the Subclasses, respectfully pray that Defendants, Flutter Entertainment plc, FanDuel, Inc., DraftKings, Inc., Belle of Orleans, LLC d/b/a Amelia Belle Casino, and Catfish Queen, LLC d/b/a Bally's Baton Rouge, be duly served with a copy of this Petition, and cited to appear and answer same, and for an Order certifying this action as a Class Action pursuant to Louisiana Code of Civil Procedure articles 591, *et seq.*, appointing the named Plaintiffs as Class Representatives; and appointing the undersigned counsel as Class Counsel; and that after all legal delays, due proceedings had, including a trial by jury on the merits, that judgment be rendered in favor of Plaintiffs and the Classes, and against all Defendants, jointly, severally, and *in solido*, for all general, special, damages as are reasonable in the premises, attorney's fees to the fullest extent recoverable, and all costs of these proceedings, and for all general and equitable relief to which Plaintiffs and the Classes are entitled in the premises, together with legal interest thereon from the date of demand until paid, and for any and all such further general, equitable relief as this Court deems necessary, just, and proper in the premises.

Dated: October 22, 2026

Respectfully Submitted:

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DAVID S. SCALIA (LSBA 21369)
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PLEASE SERVE:

TO THE CLERK OF COURT:
Please issue citation and a copy of the foregoing Petition to the following defendants through their designated registered agents for service of process pursuant to La. C.C.P. arts. 1261 and 1266:

1. FANDUEL, INC.
Through its Registered Agent for Service of Process:
Corporation Service Company
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801

2. BELLE OF ORLEANS, LLC d/b/a AMELIA BELLE CASINO
Through its Registered Agent for Service of Process:
Corporation Service Company
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801

3. DK CROWN HOLDINGS, INC.
Through its Registered Agent for Service of Process:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

4. CATFISH QUEEN, LLC d/b/a BALLY'S BATON ROUGE
Through its Registered Agent for Service of Process:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

5. FLUTTER ENTERTAINMENT plc
Through the Louisiana Long-Arm Statute at corporate headquarters:
Flutter Entertainment plc
One Madison Avenue
New York, NY 10010