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*Attorneys for Plaintiff*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

**Assigned for All Purposes**

DENNIS BOYLE,

Case No. 30-2024-01438043-CU-BT-CJC

Plaintiff,

Judge Shawn Nelson

**COMPLAINT**

v.

YELLOW SOCIAL INTERACTIVE LTD.,

Defendant.

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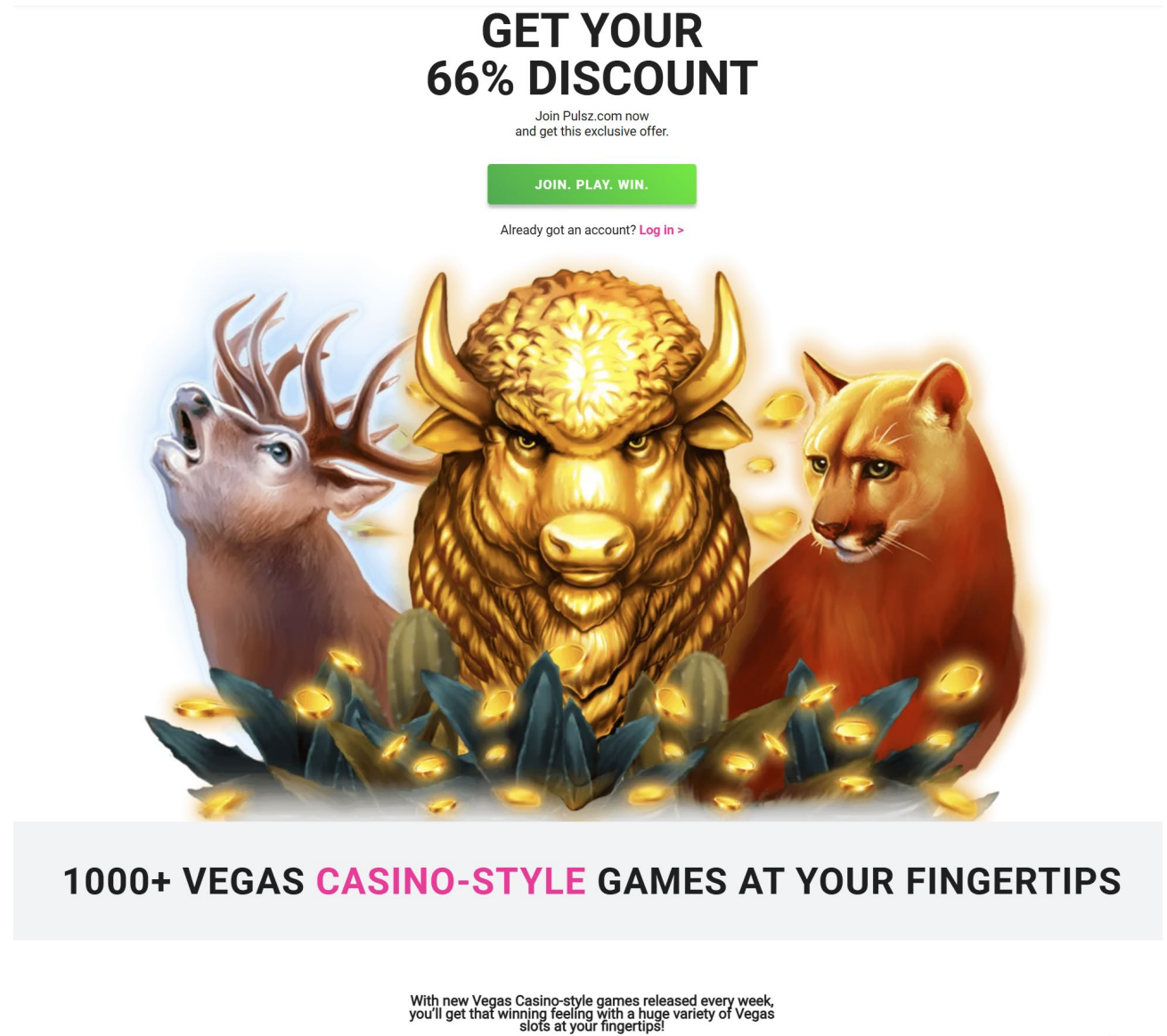
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1 accessible. Furthermore, unlike the billions of dollars of federal funding dedicated to alcohol,  
2 tobacco and drug addiction programs, there are no federal funds allocated to support problem  
3 gambling services.

4 ***Defendant Operates A Gambling Website***

5 7. Defendant Yellow Social Interactive, Ltd. operates a popular gambling website  
6 available at pulse.com. Defendant encourages people to “Join. Play. Win” on its website, where  
7 visitors can have “1000+ Vegas casino-style games At your fingertips.” Defendant promises that  
8 with new “casino-style” games released every week, you’ll get that winning feeling with a huge  
9 variety Vegas slots at your fingertips!”



10 **GET YOUR**  
11 **66% DISCOUNT**  
12 Join Pulsz.com now  
and get this exclusive offer.  
13 **JOIN. PLAY. WIN.**  
14 Already got an account? [Log in >](#)  
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25 **1000+ VEGAS CASINO-STYLE GAMES AT YOUR FINGERTIPS**  
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28 With new Vegas Casino-style games released every week,  
you'll get that winning feeling with a huge variety of Vegas  
slots at your fingertips!

1           8.       Defendant also states, “[o]ur casino includes everything from online slots (500+  
2 titles) and scratchcards to poker, blackjack and other casino games. You’ll also find exciting  
3 themed games and unique titles that’ll keep you coming back for more.

## 4           **About Pulsz: The Best Play and Win Social** 5           **Casino**

6           At Pulsz, we're all about giving you the most entertaining social casino games around, designed  
7 for American players. You can jump right into the action anytime, anywhere, on any device –  
8 whether you're using a computer, phone, or tablet.

9           Our casino includes everything from [online slots](#) (500+ titles) and scratchcards to [poker](#),  
10 [blackjack](#) and other [casino games](#). You'll also find exciting themed games and unique titles that'll  
11 keep you coming back for more. Plus, we're always adding fresh games to our ever-growing  
12 library, so you'll never run out of new fun and joy.

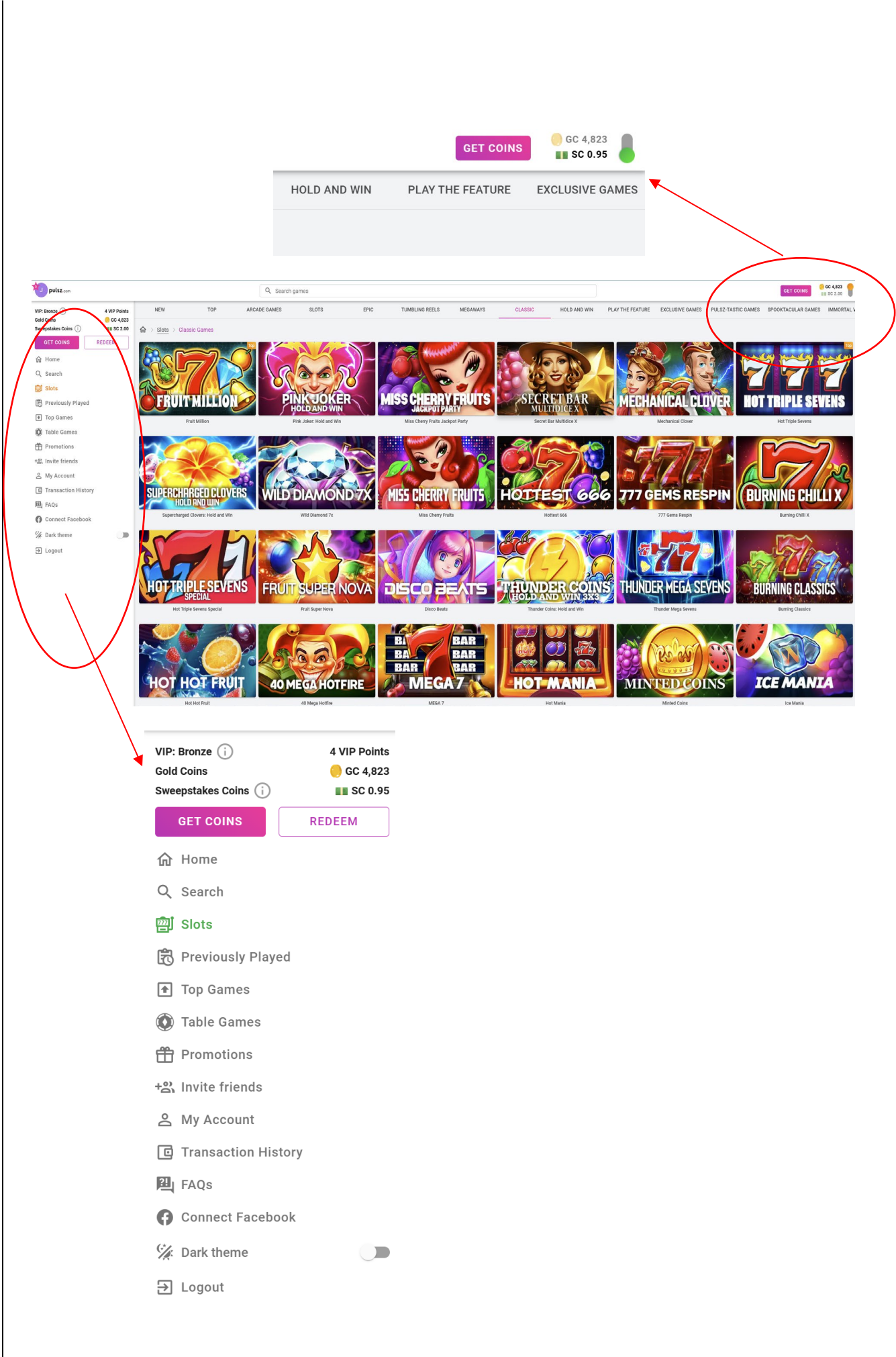
13           [Join Pulsz](#) today and get ready to enjoy [our promotions](#) and gameplay options. Already joined  
14 Pulsz? [Login](#) and [invite your friends](#) to get rewarded even more!

### 15           **More About Pulsz**

- 16           • [Terms of Use](#)
- 17           • [Privacy Policy](#)
- 18           • [Player Safety Policy](#)
- 19           • [Contact Us](#)

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25           9.       When users log onto the website, the first thing they see is an array of colorful,  
26 digital slot machines and other games of chance, along with information about the user’s gambling  
27 balance near the top of the screen (denoted GC and SC).  
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10. Just like one would see on the floor of a brick-and-mortar casino in Las Vegas, the digital slot machines come in a wide variety of styles and themes, such as the examples shown below:



11. Another part of the website is dedicated to “Table Games,” such as poker. That portion of the website features a short article about the history of gambling and the first land-based casino that opened in Venice in 1638.

12. Once any of these Table Games are accessed, the website digitally replicates a casino table game. When playing poker, for example, the user first bets a number of chips (with a set minimum bet), hits the “Deal” Button to reveal the first cards, and then chooses whether to call or fold.



13. Despite the clear purpose of the website, the word “gambling” is never used. Instead, Defendant gaslights users—including vulnerable populations struggling with gambling disorder—with euphemisms like “social gaming” and “sweepstakes.”

14. And yet, the website includes a webpage warning users about the dangers of “Computer Game Behavior Disorder,” but describing all of the symptoms of what is, in fact, gambling addiction.

15. Worse, to dissuade users from discontinuing their gambling, Defendant also offers harmful advice suggesting that website users should *not* seek help unless their symptoms have “sufficient severity” and have “been evident for at least 12 months.”

#### **How can you spot a Computer Game Behavior Disorder?**

- Take notice of behavioral patterns that are characterized by the following:
  - An impaired control over playtime;
  - The need to prioritize gaming over other activities;
  - An elevated interest in games that surpasses that of other interests or daily responsibilities; or
  - A consistent escalation of playtime hours despite the occurrence of negative consequences surrounding the player.
- It's important to note that for a computer game disorder to be diagnosed, the behavior pattern must be of sufficient severity while resulting in significant impairment of personal, family, social, educational, occupational, or other important areas of functioning, and should normally have been evident for at least 12 months.

#### ***Respondent Uses Supposedly Free “Social Gaming” As A Pretext For Real, Online Gambling***

16. The pretext that the Pulze website does not involve gambling is based on Defendant’s distinction between so-called “Gold Coins” and “Sweepstakes Coins,” both of which can be used to gamble on the website.

17. Coins are primarily obtained by buying them, and they are used the same way casino chips are used in brick-and-mortar casinos.



1           18. Both coins can be used to play any of the games on the website, but a player can  
2 only win cash or gift cards for bets played with Sweepstakes Coins. Sweepstakes Coins Coin can  
3 be redeemed for \$1 each. So, for example, if someone has 5,000 Sweepstakes Coins in their  
4 account, they have the equivalent of \$5,000 in their account. In other words, Sweepstakes Coins  
5 are chips at a casino.

6           19. People who visit the website for the first time are awarded an allocation of free  
7 “Gold Coins” and a very small number of Sweepstakes Coins. They can then play games on the  
8 website in “standard mode” using Gold Coins, or “sweepstakes mode” using Sweepstakes Coins.  
9 When gamblers play in “standard mode,” they can win or lose Gold Coins, which eventually run  
10 out.

11           20. To continue playing the games, consumers must purchase additional Gold Coins.  
12 Depending on any promotions that may be in effect, the price typically ranges from \$2 for 10,000  
13 Gold Coins to \$100 for 628,000 Gold Coins. Armed with their new Gold Coins, consumers can  
14 continue gambling in “standard mode.” If they win Gold Coins, players can use the Gold Coins to  
15 continue playing the games. Inevitably, however, customers eventually lose their entire Gold Coins  
16 balance and must spend more money to continue playing.

17           21. Users can also play every game on the website using Sweepstakes Coins. Bar far,  
18 the most common way for users to obtain Sweepstakes Coins is to purchase Gold Coins. The more  
19 Gold Coins a user purchases, the more Sweepstakes Coins the user also receives. So, in effect,  
20 when a person buys Gold Coins, they are also buying Sweepstakes Coins. Generally, both coins  
21 must be purchased, and Defendant will only sell them together as a package.<sup>1</sup>

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24 <sup>1</sup> Defendant claims that no purchase is necessary to buy Sweepstakes Coins. That statement is  
25 misleading because Defendant only provides a tiny number of Sweepstakes Coins that are instantly  
26 consumed by gambling. Nobody expects website users to limit their gambling to a few,  
27 complimentary Sweepstakes Coins, and free play incentives like those offered by Defendant are a  
28 typical ploy to entice gamblers to play. The gimmicks that Defendant uses to provide small  
amounts of Sweepstakes Coins are similar to how brick-and- mortar casinos tempt players to stay  
at a blackjack table with free drinks, or how online sportsbooks provide promotional “free wagers”  
for sports bets in jurisdictions where sports gambling is legal.

1                   ***All Purported Contracts With Defendant Are Void***

2           22.     There are two separate and independent reasons why any purported contract with  
3 Defendant is void.

4           23.     First, in California, a contract “is not lawful” if it is “contrary to an express  
5 provision of law,” or “[o]therwise contrary to good morals.” Cal. Civ. Code. § 1667. Gambling  
6 contracts have long been deemed to fall within the ambit of this rule.

7           24.     Parties cannot lawfully agree to engage in gambling any more than they can  
8 lawfully agree by contract to engage in forced labor, sex trafficking, illicit drug sales, or other  
9 crimes.

10          25.     Second, operating a business without a license or registration can result in serious  
11 consequences in any state. California has one of the toughest sanctions for conducting business in  
12 California without necessary registration or licensing with the Secretary of State.

13          26.     In addition to costly penalties and fees, California authorizes the automatic voiding  
14 of any contracts a company entered into during the period it was out-of-compliance either with the  
15 secretary of state or with the California Franchise Tax Board (FTB). Cal. Rev. & T. Code  
16 §§ 23304.1. Thus, a customer or vendor that becomes aware of the company not being in good  
17 standing in California can void a contract simply due to lack of registration or noncompliance.

18          27.     Defendant is not registered with the State of California.

19          28.     Thus, by this Complaint, Plaintiff voids any purported contract between himself and  
20 Defendant, and any contractually-based defenses Defendant may raise are likewise void.

21                   **THE PARTIES**

22          29.     Plaintiff Dennis Boyle is a resident of Cypress, California. Plaintiff struggles with  
23 gambling addiction, and he lost money on Defendant’s illegal gambling website within the last  
24 three years. As a result, he suffered an injury in fact resulting in the loss of money and/or property.

25          30.     Defendant Yellow Social Interactive, Ltd. is a business entity registered in  
26 Gibraltar, which is a British Overseas Territory located at the southern tip of Spain. The  
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1 company's registered office is at 2 Irish Town, Gibraltar, GX11 1AA. Through its website,  
2 Defendant conducts business in California.

### 3 **JURISDICTION AND VENUE**

4 31. This Court has personal jurisdiction over the parties because Plaintiff resides in  
5 California and submits to the jurisdiction of the Court, and because Defendant, at all times relevant  
6 hereto, has systematically and continually conducted, and continues to conduct, business in this  
7 State.

8 32. Pulze.com is an interactive website used for commercial purposes—specifically,  
9 gambling.

10 33. It was foreseeable that California residents would use the Pulze.com website  
11 because Defendant knew that California residents frequently gamble on the website and that they  
12 would continue to do so.

13 34. Pulze.com appeals to, and profits from, an audience in California, and California  
14 residents form a significant portion of the website's customer base.

15 35. As further evidence that Defendant foresaw and intended Californians to use its  
16 gambling website, the privacy policy of the website includes a lengthy section specifically directed  
17 at California residents, titled "Privacy Notice for California Residents." This notice contains  
18 information tailored to Californians about their privacy rights, as well as special procedures for  
19 California residents to follow when requesting access to or deletion of their personal information,  
20 and Defendant's procedures for responding to such requests.

21 36. Pulze.com's Terms and Conditions purport to prohibit the use of the website from  
22 certain states. California is not one of those prohibited states.

23 37. Defendant took steps to ensure that California residents would have access to the  
24 website so that they could gamble online. Specifically, there is widely available technology that  
25 allows websites to detect the location of a website visitor, including the state in which they are  
26 located. Reputable online gambling companies utilize this technology to prevent website users  
27 from using their websites if the website user is located in a state where online gambling is illegal,  
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1 like California. However, Defendant made an affirmative decision to *not* use that technology for  
2 the Pulze.com website, because that would prevent Defendant from profiting from gambling in  
3 California.

4 38. Venue is proper in this Court pursuant to Civil Code §§ 395 and 395.5. Defendant  
5 conducts business in this County and throughout the State of California

6 39. Federal court subject matter jurisdiction over this action does not exist. Plaintiff  
7 asserts no federal question or violations of federal law in this Complaint. Plaintiff's individual  
8 claims do not exceed \$75,000.

9 **FIRST CAUSE OF ACTION**  
10 **Unlawful Business Practices in Violation of the Unfair Competition Law**  
11 **California Business and Professions Code §§ 17200 et seq.**

12 40. Plaintiff incorporates by reference the allegations contained in all preceding  
13 paragraphs of this complaint.

14 41. Plaintiff is a "person" within the meaning of Cal. Bus. & Prof. Code § 17201  
15 because he is a natural person.

16 42. Plaintiff has standing under the UCL because he suffered an injury in fact and lost  
17 money or property as a result of Defendant's unlawful and unfair conduct.

18 43. By hosting and facilitating the unlawful online gambling website at issue here,  
19 Defendant engaged in unfair competition within the meaning of Cal. Bus. & Prof. Code § 17200 by  
20 committing unlawful and unfair business acts and practices.

21 44. Slot machines have long been outlawed in California, as are other games of chance  
22 offered on Defendant's website, such as blackjack, poker, and roulette.

23 45. If a gaming machine has the look and feel of a slot machine or other gambling  
24 game, accepts real money for gameplay, and rewards a win with an "additional chance or right to  
25 use the slot machine or device," the device is an illegal slot machine or gambling.

26 46. Consequently, social casinos, as described herein, are illegal slot machines and  
27 gambling operations under California law.  
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1           47. California aggressively regulates all forms of gambling. One reason it does so is to  
2 prevent consumers from being cheated by professional gambling operations.

3           48. Because social casinos operate as if they are not subject to gambling regulations,  
4 they do not comply with the regulations that govern the operation of slot machines or other  
5 gambling.

6           49. Notably, while any legitimately operated casino must randomize its results, social  
7 casinos do not randomize their results, at least with respect to the electronic forms of gambling  
8 offered on the website. Instead, social casinos tailor “wins” and “losses” in such a way as to  
9 maximize addiction (and, in turn, revenues).

10          50. In other words, social casinos cheat players out of a legitimately randomized  
11 gaming experience. Not only can players never actually win money, but their financial losses are  
12 maximized by deceptive gameplay tweaks that would never be allowed in a legitimate (*i.e.*,  
13 licensed and regulated) slot machine.

14          51. Defendant’s slot machine games (“Illegal Slots”) are illegal slot machines as  
15 defined by Cal. Penal Code § 330b(d) because, among other reasons, when a player purchases and  
16 wagers virtual casino chips, a winning spin affords the player an “additional chance or right to use”  
17 the game. Pursuant to Cal. Penal Code § 330b(a), Defendant, among other violative conduct,  
18 manufactures, repairs, owns, stores, possesses, sells, rents, leases, lets on shares, lends and gives  
19 away, transports, and exposes for sale or lease, the Illegal Slots. Defendant also offers to repair,  
20 sells, rents, leases, lets on shares, lends and gives away, permit the operations, placement,  
21 maintenance, and keeping of, in places, rooms, spaces, and buildings owned, leased, or occupied,  
22 managed, or controlled by Defendant, the illegal slots and other games of chance.

23          52. The Illegal Slots are illegal slot machines as defined by Cal. Penal Code § 330.1  
24 because, among other reasons, when a player purchases and wagers virtual casino chips in the  
25 Illegal Slots, a winning spin affords the player an “additional chance or right to use” the Illegal  
26 Slots. Pursuant to Cal. Penal Code § 330.1(a), Defendant, among other violative conduct,  
27 manufactures, owns, stores, keeps, possesses, sells, rents, leases, lets on shares, lends and gives  
28

1 away, transports, and exposes for sale and lease, the Illegal Slots. Defendant also offers to sell,  
2 rent, lease, let on shares, lends and gives away and permits the operation of and permits to be  
3 placed maintained, used, or kept in rooms, spaces, and building owned, leased, or occupied by  
4 Defendant or under Defendant's management and control, the Illegal Slots.

5 53. The Illegal Slots are also illegal lotteries as defined by Cal. Penal Code § 319.  
6 Section 319 defines a lottery as any "any scheme for the disposal or distribution of property by  
7 chance, among persons who have paid or promised to pay any valuable consideration for the  
8 chance of obtaining such property." Thus, the elements of an illegal lottery under Section 319 are a  
9 prize (or "property"), distribution by chance, and consideration.

10 54. The Illegal Slots and other games of chance offered on Stake.us satisfy all three  
11 elements because players pay valuable consideration in the form of real money to purchase virtual  
12 casino chips, use those chips to try to win prizes in the form of additional free plays, and are  
13 awarded these prizes based on chance outcomes.

14 55. California law recognizes that the duty of the operator of a game of chance to permit  
15 the winner to play further games for free is an obligation arising from contract, and the right of the  
16 winning player to continue to play for free is personal property.

17 56. Defendant's hosting and facilitating of the Illegal Slots and other games of chance  
18 described in this complaint constitute an unfair and unscrupulous business practice because—  
19 among other reasons—Defendant and the Illegal Slots work together to target and exploit  
20 vulnerable and addicted players; to deceptively tweak gameplay in order to maximize time-on-  
21 device and revenue; and to operate their online slot machines outside the bounds of licensing,  
22 regulation, and tax policy.

23 57. Defendant also has acted unlawfully by doing business in California without the  
24 requisite registration or licensing with the Secretary of State.

25 58. California's Unfair Competition Law ("UCL"), Bus. and Prof. Code § 17203,  
26 specifically authorizes this Court to issue injunctive relief to enjoin ongoing acts of unfair  
27 competition and unlawful conduct.  
28

59. Under the UCL, unfair competition encompasses any unlawful act, including acts made unlawful under the penal code.

60. The UCL authorizes this Court to enjoin Defendant's ongoing violations of law, as alleged in this complaint.

61. No plain, adequate, and complete remedy for Defendant's conduct exists at law. Consequently, the California Class is entitled to an equitable remedy under the UCL.

62. Plaintiff seeks public injunctive relief under the UCL. The primary purpose of this relief is to prohibit unlawful acts that threaten future injury to the general public as a whole, as opposed to a particular class of persons.

## SECOND CAUSE OF ACTION

**Violations of California’s Consumer Legal Remedies Act (“CLRA”)  
Cal. Civ. Code §§ 1750, *et seq.***

63. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

64. Defendant is a “person” as defined by California Civil Code § 1761(c).

65. Plaintiff is a “consumer” within the meaning of California Civil Code § 1761(d).

66. Defendant violated California Civil Code § 1770(a)(14) because its conduct has the tendency or capacity to deceive or confuse customers into believing that that the gambling transactions confer or involve certain rights, remedies, or obligations (i.e., the right to recover winnings and the obligation to pay for losses), when in fact any such rights, remedies, or obligations are prohibited by law.

67. Defendant violated California Civil Code § 1770(a)(17) by representing that the website users will receive an economic benefit (in the form of gambling winnings), when the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction (i.e., winning the bet).

68. Defendant violated California Civil Code § 1770(a)(17) by inserting unconscionable provisions in the contract. Namely, the entire agreement is unconscionable because it is unlawful.

1 The agreement also contains provisions intended to obstruct the Plaintiff's ability to seek public  
2 injunctive relief barring further violations of the law.

3 69. Defendant's unfair and deceptive acts or practices occurred in a transaction intended  
4 to result or that resulted in the sale of goods or services to a consumer.

5 70. Defendant acted with knowledge and intent.

6 71. As a result of Defendant's misconduct, Plaintiff has suffered monetary harm.

7 72. Plaintiff seeks public injunctive relief under the CLRA.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of the general public, pray:

10 A. For public injunctive relief shutting down the operation of Defendant's unlawful  
11 gambling website.

12 B. An award of fees and costs, to the extent permissible under the CLRA or any other  
13 statute.

14 C. For such other and further relief as the Court may deem proper.

15 Dated: November 5, 2024

**SMITH KRIVOSHEY, PC**

16  
17 By: \_\_\_\_\_

  
Joel Smith

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