UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

THE SEMINOLE TRIBE OF FLORIDA,

Plaintiff,

AND

THE ATTORNEY GENERAL OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS,

Intervenor Plaintiff,

v.

DRAFTKINGS, INC., JASON ROBINS, and GUS III LLC d/b/a DRAFTKINGS PREDICTIONS,

Defendants.

Case No. 0:26-cv-63156-EA

Judge Hon. Ed Artau

INTERVENOR'S COMPLAINT

INTERVENOR COMPLAINT FOR EQUITABLE AND STATUTORY RELIEF
JURY TRIAL DEMANDED

1. DraftKings brazenly offers illegal sportsbook gambling to Floridians. It boasts about skirting Florida law and ripping off consumers—telling investors that DraftKings' Florida customers "are experiencing losses more quickly" than legal gamblers—while scheming to evade tax laws and other Florida regulations that apply consumer and financial protections to gambling operations, including those protecting minors.

2. DraftKings says with a wink that it simply offers "event contracts" that are distinguishable from bets placed on sporting events at a sportsbook. But a bird

that walks, swims, and quacks like a duck is a duck—and DraftKings' gaming products are illegal sportsbook gambling. No distinction exists between the type of bets DraftKings offers in Florida and those that it offers in States where DraftKings is licensed to operate sportsbook applications. DraftKings knows this. It gloats that customers "do not really even understand the difference" and that it is "irresponsibl[e]" for anyone to claim there is one.

3. The Florida Attorney General seeks to shut down DraftKings' illegal sportsbook applications in the State, disgorge its ill-gotten gains obtained at the expense of Floridians, enjoin it from continuing to operate the sportsbook applications, and otherwise hold DraftKings accountable.

PARTIES

4. Intervenor Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, brings this action, by and through its Attorney General, James Uthmeier. The Attorney General is an enforcing authority of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes, and section 546.10(8)(a), Florida Statutes. The Attorney General brings this action seeking equitable, injunctive, and other statutory relief, including equitable monetary relief, damages and civil penalties, under FDUTPA for deceptive and unfair trade practices and under section 546.10(8)(a) for violations of section 546.10 and sections 849.08, 849.09, 849.11, 849.14 to 849.16, and 849.26 to 849.34, Florida Statutes, regarding illegal gambling.

5. Plaintiff The Seminole Tribe is a sovereign, federally recognized Indian

tribe whose government is seated on the Hollywood Seminole Reservation.

6. The Attorney General reviewed this matter and determined that this enforcement action serves the public interest.

7. Defendant DraftKings, Inc., is a publicly traded corporation headquartered in Boston, Massachusetts, with its principal place of business located as 222 Berkeley Street, 5th Floor, Boston, MA 02116. DraftKings operates one of the largest online sports betting platforms in the United States, reporting nearly $6.1 billion in total revenue in fiscal year 2025. DraftKings holds sports betting licenses in approximately 27 States and Washington, D.C. DraftKings has no license to conduct any form of gambling, including sports wagering, in Florida.

8. Defendant Jason Robins, a resident of Massachusetts, is the co-founder, Chief Executive Officer, Chairman of the Board, and controlling stockholder of DraftKings.

9. Defendant GUS III LLC d/b/a DraftKings Predictions ("DraftKings Predictions") is a wholly owned subsidiary of DraftKings, headquartered in Boston, Massachusetts, with its principal place of business located as 222 Berkeley Street, 5th Floor, Boston, MA 02116.

10. Each Defendant played or plays a role in furthering Defendants' common enterprise with the common goal of facilitating and promoting illegal gambling by Florida citizens through the Defendants' sportsbook applications.

11. Defendants are so closely linked that they constitute a single economic unit and operate as a common enterprise.

12. Defendants are conducting the business practices described herein through an interrelated network of companies that share employees, share addresses, share phone numbers, commingle funds, and operate under common control.

13. At all material times hereto, each Defendant has either participated in the at-issue unfair and deceptive acts and practices of operating the applications, or controlled, or had the authority to control, such acts and practices of the applications.

14. *Common Control*. Robins conducts and participates in the affairs of two separate enterprises: DraftKings, Inc., and its wholly owned subsidiary GUS III LLC d/b/a DraftKings Predictions. DraftKings is a publicly traded corporation with a board of directors, thousands of employees, a dispersed base of public stockholders, nearly $6.1 billion in fiscal year 2025 revenue, and lawful, licensed sportsbook operations in approximately 27 States and Washington, D.C. Robins does not own the DraftKings Enterprise; he directs it. Through a dual-class share structure, Robins controls over 88% of DraftKings' total voting power while holding a far smaller share of its equity. That structure gives him effective unilateral control over every major business decision the company makes, even though the company's assets, revenues, contracts, and legal obligations remain its own and not his. Robins has used that control to direct both companies' affairs in Florida, personally directing and approving the decision to launch Pick6 without a license; the decision to launch DraftKings Predictions in December 2025; the decision to launch the Super App sportsbook in Florida in June 2026; the decision to launch the 21 Rivals game through the Super App; and the decision to violate the Compact and Florida law.

15. As an example of Robins' control, DraftKings' 2026 Schedule 14A specifies that votes for the election of the company's eleven director nominees, for the choice of the company's auditor, and for executive compensation are assured "notwithstanding a contrary vote by any or all shareholders other than Mr. Robins." The structure and practice of the DraftKings board demonstrate that Robins maintains control. DraftKings does "not currently have a lead independent director" and the nominating and corporate governance committee held no meetings over the past year.[1]

16. *Shared Infrastructure*. DraftKings, Inc., and its wholly owned subsidiary GUS III LLC d/b/a DraftKings Predictions operate under a centralized corporate structure, sharing unified technological infrastructure, software, core employees, and office locations.

17. *Interrelated Operations*. DraftKings, Inc., and its wholly owned subsidiary GUS III LLC d/b/a DraftKings Predictions operate such that their compliance and administrative functions are centralized, they share branding, share trade dress, and share office space.

JURISDICTION AND VENUE

18. This is an action for declaratory relief, injunctive relief, disgorgement, consumer restitution, actual damages, civil penalties, attorney's fees and costs, and other statutory and equitable relief against Defendants, in excess of $50,000.00.

[1] DraftKings Schedule 14A (Mar. 26, 2026), at 4, 7-9, 14, 16, https://tinyurl.com/3tjjvfvf.

19. Granting injunctive and other equitable and statutory relief is within the jurisdiction of the Circuit Court and the amount in controversy satisfies the jurisdictional threshold of the Circuit Court.

20. The statutory violations alleged here occurred in or affect more than one judicial circuit in the State of Florida, including, but not limited to, the Seventeenth Judicial Circuit in Broward County.

21. This Court also has specific personal jurisdiction over Defendants under section 48.193, Florida Statutes, because they contract to provide services and goods in this State, have caused injury in this State, and have transacted business with Florida consumers. At all times relevant here, Defendants targeted their sportsbook applications to individuals they knew were located in Florida, directly targeted advertising to individuals they knew resided in Florida, allowed individuals who had verified their identities using Florida-issued photo IDs and proof of residence in Florida to gamble on the sportsbook applications, and injured these individuals in Florida.

22. The causes of action described here arise in whole or in part from (i) the Defendants' active marketing of the sportsbook applications to residents of Florida without informing them of their illegality or the dangers associated with the sportsbook applications, and (ii) Defendants' operation of the sportsbook applications, through which they openly flout Florida's gambling laws and obtain ill-gotten gains from Floridians.

23. All these activities are aimed at Florida, and these activities create a substantial connection with Florida sufficient to make the exercise of personal jurisdiction over Defendants reasonable for the Florida courts.

24. Federal question jurisdiction under 28 U.S.C. § 1331 is not invoked by the Complaint, as it sets forth here exclusively viable state-law claims against the Defendants. Nowhere here does Plaintiff plead—expressly or implicitly—any cause of action or request any remedy that arises under federal law. The issues presented in the allegations of this Complaint do not implicate any substantial federal issues and do not turn on the necessary interpretation of federal law. No federal issue is important to the federal system as a whole under the criteria set by the Supreme Court in *Gunn v. Minton*, 568 U.S. 251, 260–61 (2013) (e.g., federal tax collection seizures, federal government bonds). The causes of action asserted, and the remedies sought here, are founded upon the positive statutory, common, and decisional laws of the State of Florida. Further, the assertion of federal jurisdiction over the claims made here would improperly disturb the congressionally approved balance of federal and state responsibilities. Thus, any exercise of federal jurisdiction is without basis in law or fact.

25. In this Complaint, if Plaintiff may refer—either expressly or impliedly—to federal statutes and regulations, Plaintiff does so to state the duty owed under Florida law, not to allege an independent federal cause of action, and not to allege any substantial federal question under *Gunn*. Thus, any attempted removal of this

Complaint based on a federal cause of action or substantial federal question lacks merit.

26. Venue is appropriate in Broward Circuit Court under section 47.051, Florida Statutes, which applies to foreign corporations doing business in this State and allows venue in the county where the cause of action accrued, or where the property in litigation is located. Florida citizens gambled and lost money in this county, which Plaintiff now seeks to recover.

RELEVANT STATUTORY BACKGROUND

27. Except under very limited circumstances, none of which apply to the facts and circumstances here, all forms of gambling are illegal in the State of Florida.

28. "Florida has no history or tradition of allowing slot machines within its borders." *Gretna Racing, LLC v. Dep't of Bus. & Pro. Regul.*, 178 So. 3d 15, 17 (Fla. 1st DCA 2015), a*pproved sub nom. Gretna Racing, LLC v. Fla. Dep't of Bus. & Pro. Regul.*, 225 So. 3d 759 (Fla. 2017). "To the contrary, other than a very brief period in the State's history—a depression era lacuna from about 1935 to 1937 when the state legislature and the state supreme court were briefly in synch over their legality in highly limited circumstances—slot machines have been prohibited as unlawful lotteries from statehood until the recent passage of a constitutional amendment in 2004 authorizing referenda in Miami–Dade and Broward Counties to permit their usage." *Id.*

29. To effectuate that 2004 slots amendment, the Legislature in 2005 enacted Chapter 551, Florida Statutes, entitled "Slot Machines," which narrowly

authorizes slot machines in Miami–Dade and Broward Counties and governs their regulation. Regarding authority, section 551.101 of the Florida Statutes, entitled "Slot machine gaming authorized," provides, and continues to provide as follows:

> Any licensed pari-mutuel facility located in Miami-Dade County or Broward County existing at the time of adoption of s. 23, Art. X of the State Constitution that has conducted live racing or games during calendar years 2002 and 2003 may possess slot machines and conduct slot machine gaming at the location where the pari-mutuel permitholder is authorized to conduct pari-mutuel wagering activities under such permitholder's valid pari-mutuel permit provided that a majority of voters in a countywide referendum have approved slot machines at such facility in the respective county. Notwithstanding any other provision of law, it is not a crime for a person to participate in slot machine gaming at a pari-mutuel facility licensed to possess slot machines and conduct slot machine gaming or to participate in slot machine gaming described in this chapter.

§ 551.101, Fla. Stat.

30. In 2009, the Legislature again amended Chapter 551 to further limit and define the universe of authorized operators by specifically defining an "Eligible Facility" as follows:

> "Eligible facility" means any licensed pari-mutuel facility located in Miami-Dade County or Broward County existing at the time of adoption of s. 23, Art. X of the State Constitution that has conducted live racing or games during calendar years 2002 and 2003 and has been approved by a majority of voters in a countywide referendum to have slot machines at such facility in the respective county; any licensed pari-mutuel facility located within a county as defined in s. 125.011, provided such facility has conducted live racing for 2 consecutive calendar years immediately preceding its application for a slot machine license, pays the required license fee, and meets the other requirements of this chapter; or any licensed

> pari-mutuel facility in any other county in which a majority of voters have approved slot machines at such facilities in a countywide referendum held under a statutory or constitutional authorization after the effective date of this section in the respective county, provided such facility has conducted a full schedule of live racing for 2 consecutive calendar years immediately preceding its application for a slot machine license, pays the required licensed fee, and meets the other requirements of this chapter.

§ 551.102 (4), Fla. Stat. As the Florida First District Court of Appeal held in *Gretna Racing, LLC v. Dep't of Bus. & Pro. Regul.*, 178 So. 3d 15 (Fla. 1st DCA 2015), voter referenda and additional authority would be required for any other approval of slot machines played in the State of Florida.

31. Florida's treatment of slot machine gambling reflects the State's long-standing principle, further discussed below, that unless expressly authorized, games of chance are unlawful. Both the Legislature and Florida courts have preserved a strict prohibition on unregulated gambling while permitting limited forms only through explicit statutory or constitutional endorsement.

32. Florida has also established a comprehensive criminal framework prohibiting possession, operation, use, and exhibition of gambling devices, including electronic or mechanical machines adapted for games of chance. *See* § 849.15(1), Fla. Stat.; § 551.101, Fla. Stat.; *see also* Art. X, § 23, Fla. Const.; § 849, Fla. Stat.

33. Under Florida law, a "'slot machine or device' means any machine or device or system or network of devices that is adapted for use in such a way that, upon activation, which may be achieved by, but is not limited to, the insertion of any piece of money, coin, account number, code, or other object or information, such device

or system is directly or indirectly caused to operate or may be operated and if the user, whether by application of skill or by reason of any element of chance or any other outcome unpredictable by the user, may" "[r]eceive or become entitled to receive any piece of money, credit, allowance, or thing of value, or any check, slug, token, or memorandum, whether of value or otherwise, which may be exchanged for any money, credit, allowance, or thing of value or which may be given in trade." § 849.16(1)(a), Fla. Stat.

34. Other sections of the Florida penal code prohibit various activities associated with or attendant to gambling. For example, Section 849.01 prohibits the keeping of a gambling house, Section 849.02 makes an individual acting as a "servant, clerk, agent, or employee" of a person in violation of Section 849.01 guilty of the same offense, Section 849.03 prohibits the renting of a house or room for gambling purposes, Section 849.11 prohibits plays at games of chance by lot, Section 849.14 prohibits betting on the outcome of contest of skill, and Section 849.04 makes it illegal to allow a minor or mentally incompetent individual to gamble. Section 849.05 makes the discovery of gambling devices prima facie evidence that the location where they were found is kept for the purposes of gambling. Section 849.07 prohibits the use of billiards tables for gambling purposes.

35. When Florida legalized sports betting in 2021, it did so through the 2021 Gaming Compact (the "Compact"), a government-to-government agreement between the Seminole Tribe of Florida (the "Tribe") and the State of Florida, entered into after lengthy negotiations. The Compact was approved pursuant to the Indian Gaming

Regulatory Act ("IGRA"), 25 U.S.C. § 2710, and entrusts the Tribe with the exclusive right and responsibility to offer sports betting to Floridians. All other sports betting operations in Florida are illegal. This framework was created, with great deliberation and care, to protect Florida consumers, including younger and elderly Floridians. Rigorous safeguards attend the Compact, including state oversight and auditing, age verification, protections against problem gambling and money laundering, and a ban on collegiate proposition bets. In return for the State's grant of exclusive gaming rights, the Tribe agreed to make revenue-sharing payments to the State, including an unprecedented, guaranteed minimum of $2.5 billion over the Compact's first five years and billions more projected over the rest of its term.

36. Governor DeSantis touted the Compact as "historic," noting that it "expands economic opportunity, tourism, and recreation, and bolsters the fiscal success of our state in one fell swoop for the benefit of all Floridians and Seminoles alike."[2]

37. The Compact delivers on the Governor's billing by pairing legal sports betting with robust consumer protections and a financial commitment to the State. Those protections include, without limitation:

a. ***Independent State Oversight and Auditing.*** The Tribe helps to fund the Florida Gaming Control Commission, which serves as the State Compliance Agency ("SCA") under the Compact. The Tribe currently pays the SCA over $600,000 annually.

b. ***Age Verification.*** No person under twenty-one may participate in sports betting. The Tribe utilizes a registration process that validates

[2] *Governor Ron DeSantis Strikes Historic Gaming Compact With Seminole Tribe of Florida,* Exec. Off. of the Governor (Apr. 23, 2021), https://perma.cc/4A43-R5QV.

a player's identity and age before he or she may place any wager.

c. ***Problem-Gambling Protections.*** The Tribe is required to maintain a comprehensive program to combat problem gambling, including:

(i) training all gaming employees who interact with patrons to identify warning signs of compulsive gambling and direct patrons to assistance;

(ii) maintaining a self-exclusion registry for patrons who voluntarily acknowledge their vulnerability to compulsive gambling;

(iii) making printed and online materials available directing patrons to the State's compulsive gambling 24-Hour Helpline; and

(iv) donating at least $250,000 per facility annually to a state-designated entity to address compulsive gambling.

d. ***Anti-Money-Laundering Protocols.*** The Tribe is required to implement anti-money-laundering protocols to verify the source of funds used for electronic wagers.

e. ***Restricted-Patrons List.*** The Tribe maintains a list of "Restricted Patrons" who are categorically prohibited from sports betting.

f. ***Suspicious-Activity Reporting.*** When suspicious activity occurs, the Tribe must immediately report it to both the Seminole Tribal Gaming Commission ("STGC") and the SCA.

g. ***Geo-Fencing.*** The Compact requires geo-fencing technology to ensure that only persons physically located within Florida can place online wagers.

h. ***Prohibition On Collegiate Prop Bets.*** The Compact does not permit proposition bets on collegiate sports. A "proposition bet," or "prop bet," is a wager on specific, individual events or milestones within a game rather than the final outcome, such as an individual player's statistical performance.

38. The STGC has promulgated extensive regulations to implement the Compact. These regulations go even further than the Compact's baseline

requirements by, among other things, imposing stringent anti-money-laundering and know-your-customer requirements, guaranteeing patrons their right to withdraw funds promptly, and extending state-of-the-art responsible gaming protections.

39. Under the Compact, the Tribe also agreed to make substantial revenue-share payments to the State, including a minimum of $2.5 billion over the first five years of the Compact. Over the Compact's current 30-year term, the Tribe will make billions more in payments, funding public services including environmental, conservation, and water-management projects, as well as distributions to local governments.

40. In exchange for implementing these comprehensive safeguards and substantial revenue-share payments, the Tribe receives the exclusive right to offer online sports betting throughout the State of Florida.

41. Part IILCC.1-2 of the Compact expressly deems mobile sports betting "to be exclusively conducted by the Tribe at the location of the servers that process such wagering activity on the Tribe's Indian lands," and that through the Compact, "[t]he Tribe will have statewide exclusivity for sports betting."[3]

[3] Compact Part IILCC.2; Letter from Bryan Newland, Principal Deputy Assistant Sec'y for Indian Affairs, U.S. Dep't of the Interior, to Marcellus W. Osceola, Jr., Chairman, Seminole Tribe of Fla. (Aug. 6, 2021), at 2, https://perma.cc/T4L7-SKAX (citing Compact Part XII.A.3.(a)). The Compact also allows the Tribe to contract with "Qualified Pari-mutuel Permitholders" to provide "marketing or similar services" related to the Tribe's offering of online sports wagering at such permitholders' facilities. *See* Compact, Part III.CC.3; *id.* Part III.X (defining "Qualified Pari-mutuel Permitholders").

42. The Compact is the primary exception to Florida's general prohibition on gambling. The Florida law implementing the Compact (the "Implementing Law") specifically provides that "[g]ames and gaming activities authorized under [the Implementing Law] and conducted pursuant to [the Compact] ... do not violate the laws of this state."[4]

43. Otherwise, Florida's laws and regulations strictly limit the operation and facilitation of gambling within the State. Defendants are not authorized to operate or facilitate gambling websites, sportsbooks, or online casinos in Florida under Florida laws and regulations. *See, e.g.*, §§ 849.08, 849.231, Fla. Stat.

44. Florida criminalizes gambling devices broadly. Section 849.231(1) prohibits the manufacture, sale, purchase, or possession of gambling devices, and Section 849.233 imposes penalties for violations of that prohibition. Section 849.26 provides that all gambling debts or contracts are void and unenforceable. The penalties for violating Chapter 849 are significant. Most pertinently here, in addition to fines and imprisonment, they include forfeiture of the entire amount "won" to the State. *See* § 849.29, Fla. Stat.

45. Florida's gambling statutes also provide that "[t]here is a rebuttable presumption that a device, system, or network is a prohibited slot machine or device if it is used to display images of games of chance and is part of a scheme involving any payment or donation of money or its equivalent and awarding anything of value." § 849.16(3), Fla. Stat.

[4] § 285.710(13)(b)7, Fla. Stat.

46. The Florida Gambling Loss Recovery Statute, section 849.12, Florida Statues, provides an independent statutory mechanism for the State to recover money or property lost through illegal gambling. It provides, in relevant part:

> All sums of money and every other valuable thing drawn and won as a prize, or as a share of a prize, or as a share, percentage or profit of the principal promoter or operator, in any lottery, and all money, currency or property of any kind to be disposed of, or offered to be disposed of, by chance or device in any scheme or under any pretext by any person, and all sums of money or other thing of value received by any person by reason of her or his being the owner or holder of any ticket or share of a ticket in a lottery, or pretended lottery, or of a share or right in any such schemes of chance or device and all sums of money and other thing of value used in the setting up, conducting or operation of a lottery, and all money or other thing of value at stake, or used or displayed in or in connection with any illegal gambling or any illegal gambling device contrary to the laws of this state, shall be forfeited, and may be recovered by civil proceedings, filed, or by action for money had and received, to be brought by the Department of Legal Affairs or any state attorney, or other prosecuting officer, in the circuit courts in the name and on behalf of the state; the same to be applied when collected as all other penal forfeitures are disposed of.

47. Section 849.29, meanwhile, defines "Persons against whom suits may be brought to recover on gambling contracts":

> The following persons shall be jointly and severally liable for the items which are authorized by this act to be sued for and recovered, and any suit brought under the authorization of this act may be brought against all or any of such persons, to wit: The winner of the money or property lost in the gambling transaction; **every person who, having direct or indirect charge, control or management**, either exclusively or with others, of the place where the gambling transaction occurs, procures, suffers or permits such place to be used for gambling purposes; **whoever promotes, sets up or conducts the**

> **gambling transaction** in which the loss occurs or has an interest in it as backer, vendor, owner or otherwise; and, as to anything of value other than money, the transferees and assignees, with notice, of the persons hereabove specified in this section; and the personal representatives of the persons specified in this section. [emphasis added].

Under this statute, Defendants are each persons who are in charge of—and have control of—illegal online gambling websites and promote, set up, or conduct illegal gambling transactions.

48. Florida law prohibits betting on, aiding and abetting betting on, taking bets on, or holding bets on "the result of any trial or contest of skill, speed or power or endurance of human or beast[.]" § 849.14, Fla. Stat.

49. Most bookmaking is a "felony of the third degree." *Id.* § 849.25(2).

50. Florida law prohibits any person from maintaining "a gaming table or room, or gaming implements or apparatus, or house, booth, tent, shelter or other place for the purpose of gaming or gambling." *Id.* § 849.01.

51. The statute extends to those who hold, sell, transport, or manufacture "paraphernalia ordinarily or commonly used or designed to be used in the operation of gambling houses or establishments, excepting ordinary dice and playing cards." *Id.* § 849.231(1).

52. To give these prohibitions practical force, the statute specifies that all unlawful gambling contracts "are void and of no effect." *Id.* § 849.26.

53. FDUTPA broadly prohibits unconscionable, deceptive, or unfair acts or practices, in the conduct of any trade or commerce.

54. At all times material here, Defendants have engaged in "trade or commerce" as defined in Section 501.203(8), Florida Statutes. Defendants have each deceptively advertised, solicited, provided, offered, and/or distributed, the sportsbook applications to consumers in the State of Florida and have engaged in unfair and unconscionable business practices to obtain ill-gotten gambling winnings from Floridians.

55. Every dollar a Floridian wagers with DraftKings is a dollar diverted from Florida's regulated market, thus depriving Floridians of revenue that would otherwise fund schools, environmental and water-management programs, local governments, and law enforcement.

56. FDUTPA authorizes public enforcement by the Florida Attorney General, who may sue to obtain a declaratory judgment that an act or practice violates FDUTPA, an action to enjoin any person who has violated, is violating, or is otherwise likely to violate, FDUTPA. § 501.207, Fla. Stat.

FACTUAL ALLEGATIONS

I. DraftKings' Illegal Florida Operations

57. DraftKings is shamelessly offering illegal sports betting products and pitching them directly to Florida consumers.

58. The proliferation of online gambling websites coincides with an increase in gambling addiction among minors under the age of 18.[5] Whereas brick-and-mortar casinos can exclude minors, the easy access to online gambling on websites like the

[5] Veselka et al., *Factors Associated With Social Casino Gaming Among Adolescents Across Game Types*, 18 BMC Public Health 1167 (2018).

Defendants' makes it easier for underage minors to participate in gambling. Websites and applications like the Defendants' are contributing to a sharp rise in online gambling addiction among minors.

59. The casino gaming industry is one of the most regulated businesses in the United States—including in Florida. A gambling license requires, among other things: (1) meeting state standards; (2) background checks on company officers and directors; (3) adherence to responsible gaming programs; (4) anti-money laundering measures; and (5) many other requirements concerning data privacy, security, and responding to customer complaints. The Defendants intentionally skirt and attempt to evade these requirements by concealing the illegal gambling nature of their websites and applications.

60. The products described in this section—Pick6 (launched in January 2026) and the Super App sportsbook (launched in June 2026), which includes the 21 Rivals blackjack game—share three defining features. First, each violates Florida law and the Compact. Second, each is offered without regard to Florida's regulatory scheme designed to protect vulnerable consumers. Third, each induces Florida consumers, including elderly Floridians and Floridians as young as eighteen, to violate Florida law.

i. *Pick6*

61. In January 2026, DraftKings launched Pick6 in Florida. This gambling product offers player proposition bets that are indistinguishable from the online sports

betting the Compact reserves exclusively to the Tribe. DraftKings has long offered Pick6 in States where it holds a license to operate a sportsbook.

62. Pick6 allows users to predict whether individual athletes will perform "more" or "less" than statistical projections set by DraftKings, and to string those predictions together into parlays of up to six selections.

63. Pick6 contests offered in Florida cover professional sporting events, including but not limited to those of the NFL, NBA, NHL, MLB, MLS, UFC, WNBA, and NASCAR, as well as the FIFA World Cup and certain esports competitions.

64. As the below image shows, DraftKings misleadingly represents to Florida consumers, on its website and in its advertising, that Pick6 is a legal product in Florida.[6] Upon Pick6's launch in Florida, for example, DraftKings offered new users in Florida $50 in "bonus picks" after a $5 bet.[7]

[6] *Where Can You Play DraftKings Pick6?,* DraftKings Pick6, https://perma.cc/H96N-LS8B.

[7] Daniel Lewis, *DraftKings Pick6 now live in Florida: New users get $50 in credits after a paid $5 entry,* CBS Sports (Jan. 16, 2026), https://perma.cc/SQX8-2TYE.



65. Based on DraftKings' representations, Florida consumers may predictably but incorrectly conclude that Pick6 is a legal product in Florida. It is not. Pick6 is illegal "gambling" under Florida law. *See* §§ 849.01 *et seq.*, Fla. Stat. DraftKings operates Pick6 without a license, without state oversight, and without any of the consumer protections Florida requires as a condition of legal sports wagering.

66. Pick6 constitutes illegal sports wagering, plain and simple, no matter how DraftKings labels it or dresses it up.

67. The Compact specifically defines "sports betting" to include wagers on "individual performance statistics of an athlete," which encompasses most professional player prop bets subject to the Tribe's exclusive rights. *See* Compact Part III.CC.

68. Florida law makes it a third-degree felony to "receive[] in any manner whatsoever any money or other thing of value staked, bet, or wagered … by or for any other person upon any such result." § 849.14, Fla. Stat.; *see also* Compact Part III.CC; §§ 849.01; 849.25; 849.26; 849.231(1). Pick6 operates in exactly this manner: users pay entry fees to bet on the outcome of the performance of athletes, and winners receive payouts funded by the stakes of losing participants and guaranteed by DraftKings.

69. Pick6 is functionally identical to the "player prop bets" offered by every regulated sportsbook in the country, including the Tribe's legally operated "Hard Rock Bet" business (which is subject to the Compact), and DraftKings' own sportsbooks in other States.

70. Pick6 is indistinguishable from traditional sports betting and DraftKings is offering the exact same activity that Florida regulates through the Compact. When a Pick6 user places a bet using two picks, that essentially replicates a 2-Bet Parlay that can be made on the Tribe's Hard Rock Bet.

71. Pick6 also allows for prop bets on *collegiate* sports, which is not permissible under the Compact or Florida law. *See* Compact Part III.CC.

72. DraftKings' answer to all of this is to describe Pick6 as a "peer-to-peer" fantasy sports variant in which participants compete against one another for shared prize pools, rather than wagering directly against the house.[8] That characterization

[8] DK Network Editors, *DraftKings Pick6: What States You Can Play,* DraftKings Network (May 27, 2025), https://perma.cc/U7D5-MWN5.

attempts to distinguish Pick6 from traditional house-banked sports betting, and on that basis evade Florida gambling laws and the Tribe's exclusive rights under the Compact. But the characterization is false. In fact, DraftKings guarantees payouts for winning bets and guarantees prize pools regardless of whether the contests fill.[9] DraftKings, in other words, is the house. Pick6 is no prediction market; it's an illegal sportsbook.

73. Regardless, that characterization is also a non sequitur: even if true, it would not exempt the activity from § 849.14's broad prohibition on betting on the results of contests of human skill, speed, power, or endurance. In 1991, Florida Attorney General Robert A. Butterworth issued an advisory legal opinion confirming that § 849.14 prohibits pay-to-play fantasy sports contests.[10] This opinion explains that "[s]ection 849.14, F.S., prohibits the operation of and participation in a fantasy sports league whereby contestants pay an entry fee for the opportunity to select actual professional sports players to make up a fantasy team whose actual performance statistics result in cash payments from the contestants' entry fees to the contestant with the best fantasy team." This opinion has never been withdrawn or superseded. Notably, while the Compact contains an exception that would permit third parties to operate fantasy sports contests if the State were to legalize them, the State has never legalized fantasy sports. *See* Compact Part III.F.3-6, L, CC, FF; Part XII.B.9.

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[9] Nate Weitzer, *DraftKings Pick6 Guide: Everything You Need To Know,* Legal Sports Report (last updated Sept. 3, 2026), https://perma.cc/Q8L9-XNWM.

[10] Op. Att'y Gen. Fla. 91-3, 1991 WL 528146 (1991).

ii. *DraftKings Super App Sportsbook*

74. In June 2026, at Robins' direction, DraftKings launched "DraftKings Sports & Casino," an application that allows Floridians to place sports wagers via a "Sports" tab in the application. DraftKings calls this its "Super App," and advertises it to Florida consumers.[11] But it is nothing more than a one-stop shop for illegal gambling.

75. The Super App home screen, as presented to a Florida user, includes a "Sports" tab which allows live "moneyline" bets to be made.

76. The Super App sportsbook also permits the Florida user to combine multiple sports wagers into a single parlay, displayed in a "Trade Slip" that calculates combined odds and potential payout exactly as a sportsbook bet slip does. Parlays "wrap multiple bets into one and are especially profitable for DraftKings because they tend to favor the sportsbook."[12]

77. DraftKings' Florida Super App sportsbook looks and operates almost identically to its sportsbook applications in other States, including New Jersey, a State in which DraftKings operates pursuant to a valid sports betting license.

78. Similar to other States where DraftKings operates pursuant to valid sports betting licenses, the Super App sportsbook offers player proposition bets, and

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[11] DK Network Editors, *DraftKings is now available in all 50 states*,* DraftKings Network (June 17, 2026), https://perma.cc/EK2W-ET2G; *DraftKings Outlines Expanded Growth Strategy and Unveils Plans to Launch Super App, "DraftKings Sports & Casino",* DraftKings Investor Relations (Mar. 2, 2026), https://perma.cc/J3PZ-R3PF.

[12] Katherine Hamilton, *DraftKings Is Using Its Sports-Betting Playbook to Win Prediction Markets Race,* Wall Street Journal (Mar. 3, 2026), https://tinyurl.com/7e3tjyc7.

the applications appear nearly identical. That is no accident. DraftKings does not draw any distinction between its licensed and illicit sportsbook offerings. To the contrary, DraftKings advertises that it offers one sports betting product—the Super App sportsbook—which is "now live in all 50 States," including Florida.[13]

79. DraftKings has blasted the same message across the social-media feeds of Florida users. The social media advertisements announce that DraftKings Sports is "NOW LIVE IN FLORIDA" and offers new Florida customers $150 to "$200 in Bonuses" in exchange for a $5 wager. Some advertisements pair that offer with the DraftKings Sports mark and the words "COLLEGE FOOTBALL," soliciting Florida consumers to wager on collegiate athletic contests. These ads have been running continuously.

80. DraftKings has also begun advertising on billboards, including in Broward County, that its sportsbook is available in Florida.

81. DraftKings delivered a similar advertisement through famous Florida resident Dave Portnoy, via Barstool Sports: DraftKings is available in all 50 States and it "doesn't matter where you reside."[14]

82. The DraftKings Sports advertisements directed at Floridians carry the problem-gambling warning that accompanies licensed sportsbook advertising: "GAMBLING PROBLEM? CALL 1-800-GAMBLER."

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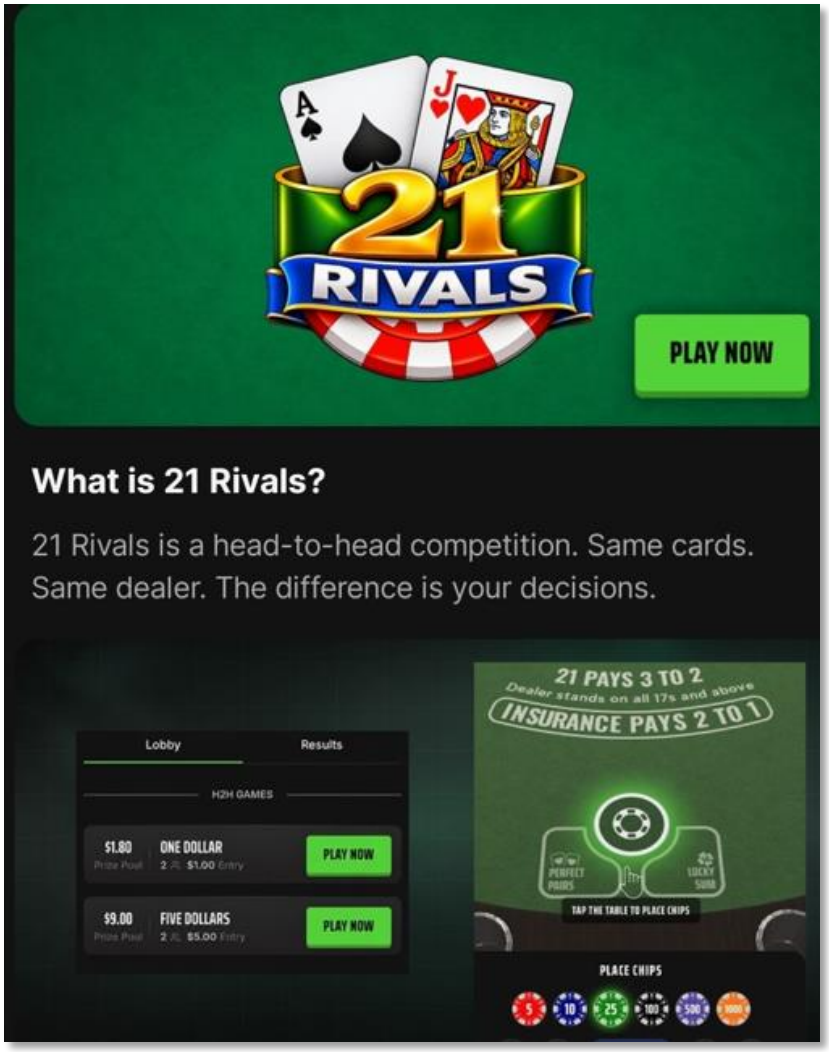
[13] *DraftKings is now available in all 50 states*, supra* note 13.

[14] Barstool Sports (@barstoolsports), *DraftKings Sports now live in 50 states! New DraftKings customers can spend $5, get $200 in total bonuses! Check it out…*, X (June 4, 2026), https://perma.cc/4EQN-777E.

83. Defendants advertise, and the Super App provides, sportsbook wagering on contests of skill or endurance of a human and constitutes bookmaking in violation of Florida law. *See* §§ 849.14, 849.25, Fla. Stat.

84. On November 10, 2026, DraftKings launched "21 Rivals" on its Super App in Florida.



85. 21 Rivals is no different than the types of games of chance played in a Las Vegas, Nevada casino.

86. But to conceal their illegal gambling operations, Defendants claim 21 Rivals is a head-to-head competition and not an illegal game of chance, which is merely a pretext to conceal what is, in truth and in fact, an illegal gambling operation.

87. Defendants contend the Super App Sportsbook, is a prediction market, not a sportsbook. But the Super App Sportsbook is, as it is aptly titled, a sportsbook.

88. A "prediction market" is a financial exchange on which participants buy and sell contracts that bear on the value, price, or yield of currencies, financial instruments, or commodities. Prediction markets have existed for decades as instruments for hedging commodity and financial risk—tools for institutional participants to manage exposure to price movements, economic indicators, and other measurable future outcomes. In that traditional form, prediction markets served a legitimate informational function.

89. DraftKings Predictions is not such a market. It is gambling and exists solely for entertainment purposes. There is no distinction—visual, functional, or experiential—between a sports bet powered by DraftKings Predictions in the Super App sportsbook and a wager placed on the Super App sportsbook in a State where DraftKings is licensed to operate. To the Florida user, the Super App sportsbook operates exactly as a sportsbook operates. That DraftKings Predictions may run in the background does not transform sports wagers into "commodities trading." DraftKings' own executives have admitted as much. As Robins stated on DraftKings' Q4 2025 earnings call, "[m]ost customers do not really even understand the difference [between DraftKings Predictions and Sportsbook] ... in essence, it is the same general

message to the customer." DraftKings also uses the same AI and machine-learning systems it uses for sportsbook probabilities to "power [DraftKings] Predictions" and its Super App sportsbook.[15]

90. The Super App sportsbook also differs from a genuine prediction market in at least five other fundamental respects.

91. First, unlike genuine prediction markets, DraftKings is a licensed sportsbook operator in approximately 27 States and Washington, D.C. and operates as part of a single integrated business—using its established brand and infrastructure to funnel users into its illegal Florida operations under the guise of an approved financial product. Indeed, in its Q1 2026 earnings presentation, DraftKings acknowledged that DraftKings Predictions and its traditional sportsbook "serve the same customers." Likewise, in its accompanying letter to investors, DraftKings announced that going forward it would report "Sports revenue" as one number, combining both "Sportsbook and Sports Predictions," which "best reflects how we plan to operate the business." Genuine prediction markets have never offered a product like Pick6, and do not report Sportsbook and Sports Predictions revenue as one number.

92. Second, DraftKings' prediction-market competitors have argued (albeit incorrectly, as interpreted by the courts) that the federal "impartial-access

[15] Mike Breen, *DraftKings Unveils 'Super App' Plans to Capture $1OB Prediction Market Opportunity,* DeFiRate (Mar. 2, 2026), https://penna.cc/SH59-D6FR.

requirement" mandates that the market be offered as a "single nationwide market."[16] By contrast, DraftKings' Super App sportsbook is powered by DraftKings Predictions only in States where it lacks a sports betting license, such that it is not offered as a single nationwide market. Indeed, Robins has explained that DraftKings specifically intends for its putative prediction offering to operate in "states that don't have legal online sports betting," because launching DraftKings Predictions in States where DraftKings "already ha[s] online sports betting" would "upset regulators that we have great relationships with[.]"

93. Third, genuine prediction markets offer a wide variety of contracts on traditional hedging subjects (like weather, energy, agriculture, and financial predictions). DraftKings' Super App offers a sportsbook in a separate interface, and segregates other "Predictions" contracts from "Sports." DraftKings does so in a deliberate attempt to cause consumers to believe that the items under the "Sports" tab are not prediction markets contracts.

94. Fourth, prediction markets claim that they facilitate the buying and selling of contracts between participants, rather than betting against customers like a sportsbook, and "[p]rediction markets earn revenue through transaction fees rather than by taking the other side of trades."[17] By contrast, DraftKings has all but

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[16] Opening Brief of KalshiEX, LLC at 37, *KalshiEX, LLC v. Hendrick,* No. 25-7516 (9th Cir. Dec. 26, 2025), Dkt. No. 20.1. *But see KalshiEX, LLC v. Assad,* No. 25-7516, 2026 WL 2543846, at *16 (9th Cir. Aug. 28, 2026) (rejecting Kalshi's "impartial access" argument).

[17] Sara-Jayne Slack, *What Are Prediction Markets? A Guide for Investors,* Investing.com (June 23, 2026), https://perma.cc/FN4X-PHAH.

admitted it takes direct stakes in wagers. Jeanine Hightower-Sellitto, Senior Vice President and General Manager of DraftKings Predictions, has stated that DraftKings has launched "a dedicated market making division" that trades against consumers. That distinguishes DraftKings from genuine prediction markets, which merely supervise the market in a neutral capacity. Meanwhile, DraftKings has promised investors that the Super App sportsbook will carry "structurally higher margins than its traditional sportsbook"—up to 10 to 30 percentage points higher. Upon information and belief, even accounting for its avoidance of state taxes, the only way DraftKings can achieve structurally higher margins than a traditional sportsbook is by operating the Super App as a traditional sportsbook—that is, by taking direct exposure to the opposite sides of customer wagers—even as it charges transaction fees through DraftKings Predictions on the back end. Robins has admitted as much, boasting that DraftKings owns "3 key layers of the Predictions stack in-house: the brokerage, the exchange, and the market maker," making DraftKings "the only operator that has all 3 up and running today."

95. Fifth, DraftKings tells Florida consumers, in its own advertising, that it is indeed offering gambling. The DraftKings Sports advertisements DraftKings has directed at Floridians carry the problem-gambling warning that accompanies licensed sportsbook advertising: "GAMBLING PROBLEM? CALL 1-800-GAMBLER."

96. Through the Super App, DraftKings operates a game, game machine, or gaming apparatus in violation of Florida law. *See id.* §§ 849.01, 849.231(1), 849.14, 849.25, 849.26.

II. DraftKings' Illegal Products are Operated Without Regard to the Consumer Protections Florida Requires for Legal Sports Betting

97. DraftKings maintains that Pick6 and the Super App sportsbook are not subject to sports betting laws, including the consumer protections that Florida deemed essential before authorizing sports betting. By doing so, DraftKings flouts the considered decision Florida has made to legalize and regulate sports betting through its Compact with the Tribe rather than with DraftKings and directly infringes upon the Tribe's exclusive authority to offer sports betting in Florida.

98. A Florida resident who wagers with DraftKings instead of Hard Rock Bet loses every protection the Compact and Florida law guarantee. Not only is DraftKings alert to this gap, but it has exploited it to drive growth. In a letter to investors in DraftKings' Q1 2026 earnings report, Robins acknowledged that DraftKings' Super App sportsbook "customers are experiencing losses more quickly than [traditional] Sportsbook customers."[18] No doubt that is due to Defendants' marketing to teenagers and operating outside Florida's regulatory scheme. Robins then bragged that the Super App sportsbook's operations in States where DraftKings lacks a sports betting license have proven to be "one of [DraftKings'] fastest to profitability business lines ... ever launched."[19]

99. The consequences extend beyond individual consumers. Every dollar wagered illegally through DraftKings in Florida is a dollar diverted from the regulated system that Florida and the Tribe deliberately created. DraftKings collects

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[18] *First Quarter 2026 Business Update, supra* note 1, at 3.

[19] *DraftKings Inc. (DKNG) Qi FY2026 earnings call transcript, supra* note 2, at 23:04 (emphasis added).

money from Florida consumers for its own private benefit, disclaims all legal responsibility to those consumers, and returns nothing to the State or the Floridians it exploits.

100. Tax avoidance is a central component of DraftKings' Illegal Sports Gambling Offerings. DraftKings boasts that a primary goal of its Super App sportsbook is to avoid state taxes: "Because prediction markets aren't subject to state taxes, they are expected to have margins that are 10 to 30 percentage points higher than traditional sports betting."[20] Robins said in a separate CNBC interview that tax avoidance is the "main thing" behind those inflated profit margins.[21]

101. Despite its effort to cast Pick6 and its other applications as Prediction Markets, DraftKings concedes in its fine print what it denies in public: that its operations may violate state gambling laws, and it attempts to offload the resulting legal exposure onto Florida consumers.

102. The Pick6 Terms of Use contains an alarming and sweeping disclaimer to bettors: DraftKings "DO[ES] NOT WARRANT THAT YOUR PARTICIPATION IN CONTESTS OR ACTIVITIES OR USE OF THE DRAFTKINGS PLATFORM OR SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND, IN ANY EVENT, [DRAFTKINGS] SPECIFICALLY DISCLAIM[S] SUCH WARRANTIES."[22]

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[20] Hamilton, *supra* note 13.

[21] *DraftKings CEO on launch of new 'super app,' prediction markets and more,* CNBC Television (YouTube, Mar. 2, 2026), at 01:41, https://tinyurl.com/3tkhd43c.

[22] DraftKings Pick6 Terms of Use (June 30, 2026), https://perma.cc/L5YV-XZCX.

103. The same Terms of Use require users to "REPRESENT AND WARRANT THAT [THEIR] ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION" where they use the service, despite DraftKings refusing to warrant the same.[23]

104. DraftKings goes further: it requires users to "RELEASE AND HOLD HARMLESS THE DRAFTKINGS RELEASED PARTIES FROM ANY AND ALL LIABILITY" and to "WAIVE ALL DISPUTES, CAUSES OF ACTION, CONTROVERSIES, AND CLAIMS" arising from the possibility that using DraftKings Predictions "VIOLAT[ES] APPLICABLE LAW."[24]

105. A separate provision titled "WAIVER OF DAMAGES AND CONSEQUENTIAL DAMAGES" reinforces this point, requiring users to acknowledge that "NEITHER DRAFTKINGS PREDICTIONS NOR THE DRAFTKINGS RELEASED PARTIES ARE RESPONSIBLE FOR YOUR COMPLIANCE WITH APPLICABLE LAW" and again demanding that users waive all claims "ARISING OUT OF[] YOUR COMPLIANCE OR NON-COMPLIANCE WITH APPLICABLE LAW[.]"[25]

106. A user who suffers harm—whether because a platform shuts down, a position is frozen, or winnings are withheld—has no legal recourse, because the underlying contracts are void and of no effect under Florida law.

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[23] DraftKings Predictions Terms of Use (Aug. 4, 2026), https://perma.cc/25X8-8C8H.

[24] *Id.*

[25] *Id.*

107. Knowing this, DraftKings has quietly required its customers to waive any claim arising from that illegality, while publicly advertising the product as a legitimate way to bet on sports.

108. In short, DraftKings has structured its Terms of Use so that it keeps its customers' money whether it wins or loses in court, leaving Florida customers to bear all of the adverse legal consequences, along with the tab. DraftKings has thus made an eyes-wide-open decision to profit from illicit operations while exposing Florida consumers to the precise risks the State has deemed unacceptable.

109. DraftKings has faced widespread criticism for allowing bettors under twenty-one to place millions of dollars in bets.[26] These are precisely the harms Florida and the Tribe designed the Compact to prevent. The Compact set the minimum sports betting age at twenty-one, required rigorous age-verification protocols, and mandated robust problem-gambling resources.

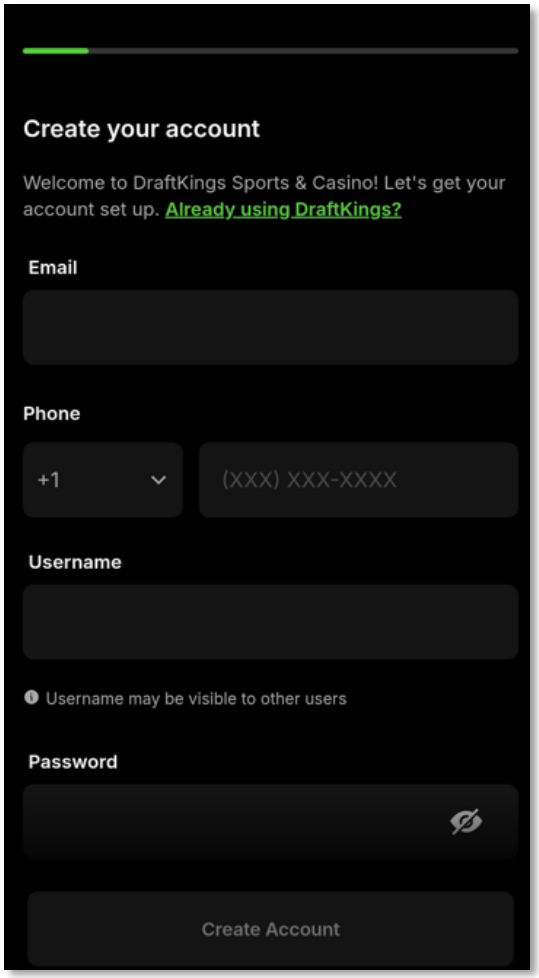
110. It is no surprise that DraftKings is especially popular with Floridians under twenty-one. They cannot bet on Hard Rock Bet, leaving DraftKings as the only game in town for them.

111. DraftKings has exploited this demographic, blanketing Florida with deceptive advertisements that would appeal to the young, encouraging residents to

[26] *See* Nick Penzenstadler & Carlie Procell, *Teens are betting millions on sports apps—and almost no one is punished,* USA Today (Feb. 3, 2026), https://perma.cc/8BVQ-B5PC.

"trade sports like it's Wall Street" and be entered to win a $1 million lottery-an offer that likely also violates Florida's lottery laws.[27]

112. The process for creating an account on any of Defendants' applications is straightforward. First, a user inputs basic information like their name and email address on the "Create Your Account" page.



113. Once a user creates their account, that user completes a quick account verification process through their email.

[27] *DraftKings Debuts Predictions App, Entering Prediction Markets,* DraftKingsNews (Dec. 19, 2025), https://perma.cc/SMM6-BARA; *see§§* 849.09-.10, Fla. Stat.

114. After a user verifies their account, they are provided unfettered access to the application's multitude of gambling options.

115. The Defendants' gambling applications are not authorized gaming under Florida law. Because the Defendants' websites and applications are "adapted for use in such a way that, upon activation," which may be achieved by "the insertion of any piece of money, coin, account number, code, or other object or information," the user "may ... [r]eceive or become entitled to receive any piece of money, credit, allowance, or thing of value ... which may be exchanged for any money, credit, allowance, or thing of value[,]" the applications violate Florida's gambling laws while generating tremendous profits for Defendants. *See* § 849.15(1) Fla. Stat.; § 849.16(1)(a) Fla. Stat.; *see also* § 849.09, Fla. Stat.

116. Defendants' enormous profits come at the expense of Florida citizens.

117. It is undeniable that Floridians and their families are harmed by the impact of illegal gambling, as well as government funds that have been expended to address the societal and fiscal harms caused by facilitators and providers of illegal gambling, such as Defendants.

118. Children are a particularly vulnerable class of citizens harmed by Defendants' conduct. According to the American Psychological Association, "people in their early 20s are the fastest-growing group of gamblers," and one national survey found that two-thirds of children ages 12 to 18 had "gambled or played gambling-like

games in the previous year."[28] Starting young carries a particularly high burden of psychological distress and a greater risk of developing long-term gambling problems. Although most adults and adolescents in the United States have placed some type of bet without developing a disorder, a significant subset of individuals who begin gambling later develop gambling disorder.

119. The American Psychological Association further explains that gambling disorder is defined in the *Diagnostic and Statistical Manual of Mental Disorders (Fifth Edition)* ("*DSM-5*") as a persistent, recurrent pattern of gambling behavior associated with substantial distress or impairment. Until 2013, gambling problems, formerly known as pathological gambling, were classified as an impulse-control disorder. In the DSM-5, however, gambling disorder was reclassified as an addictive disorder, making it the first and, to date, only recognized behavioral addiction in the DSM's clinical section, with growing indications that video gaming disorder may eventually follow. Like substance-use disorders, gambling addiction is characterized by escalating tolerance, requiring increasing levels of gambling over time to achieve satisfaction. Individuals with gambling disorder also often experience withdrawal symptoms, including irritability and psychological distress, when they try to quit.

120. Gambling addiction is officially recognized as a diagnosable behavioral and mental health disorder in Florida.

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[28] Emily Sohn, *How gambling affects the brain and who is most vulnerable to addiction*, American Psychological Association: Monitor on Psychology (July 1, 2023), https://www.apa.org/monitor/2023/07/how-gambling-affects-the-brain.

121. The *Harvard Gazette* reported that certain marketing techniques allow the industry to evade age restrictions and attract younger audiences. Historically, well-recognized risk factors for gambling addiction included lower levels of education and lower socioeconomic status. Victor Ortiz, Director of the Massachusetts Office of Problem Gambling Services, explained that this paradigm is now shifting. Increasingly, individuals with higher levels of education and higher economic status are also at risk. As Ortiz noted, his office is now receiving calls from people in significant distress who do not fit the traditional profile of problem gamblers.[29]

122. Making matters worse, the Defendants' applications allow players to deposit funds using not only debit cards, but credit cards. Thus, unlike brick-and-mortar casinos, where players can only gamble whatever money they have, gambling-addicted players can lose potentially unlimited money gambling on these applications, even where a traditional casino would turn them away. That, of course, is by design.

123. Defendants' collective conduct reflects a deliberate scheme to set up, operate, promote, and profit from illegal online gambling while presenting the applications to Florida consumers as legitimate and lawful forms of online entertainment. The Defendants provide Floridians with continuous access to sportsbook betting and casino-style games, publicly promote substantial wagers and

[29] Clea Simon, *Gambling problems are mushrooming. Panel says we need to act now.*, The Harvard Gazette (Jan. 28, 2025), https://news.harvard.edu/gazette/story/2025/01/online-gambling-is-on-the-rise-panel-says-we-need-to-act-now/.

purported winnings, and use celebrities, professional athletes, influencers, livestreams, and other promotional content to attract consumers and encourage continued gambling.

124. The injuries inflicted by DraftKings' Illegal Sports Gambling Offerings transcend any commercial loss to the Tribe and the State of Florida. At its core, DraftKings has repeatedly attacked the regulatory system that Florida established to govern online sports betting within the State's borders and to fund its public programs.

125. Every illegal wager DraftKings accepts diverts wagering activity away from the regulated, consumer-protective system Florida chose to implement and into an unregulated, illegal product offered by DraftKings.

126. Whatever nomenclature it uses–"Pick6," "Predictions," or a "Super App"–DraftKings' Illegal Sports Gambling Offerings flout Florida law. Florida has decided that legal sports betting should be conducted through a single, accountable, trustworthy, and heavily regulated operator, and it selected the Tribe, not DraftKings, as the steward of its policy.

127. DraftKings' conduct harms Florida consumers. Each Floridian who wagers with DraftKings is stripped of the safeguards Florida made a precondition of legal sports betting-age verification, state-supervised problem-gambling resources, and a licensed operator answerable to the State.

128. The State of Florida is itself harmed. Florida's revenue-share arrangement with the Tribe is the financial mechanism through which the Compact

funds public-purpose programs and general state operations. Every illegal bet accepted by DraftKings diverts state revenue—revenue that should remain within and working for Floridians—and directs it instead to an out-of-state operator that trumpets tax avoidance as its business strategy.

129. The Compact is also under threat. The Compact is a bargained-for instrument between two sovereigns, designed, in conjunction with the Implementing Law, to be the exclusive vehicle through which sports betting is offered in Florida. DraftKings' Illegal Sports Gambling Offerings—the products, the marketing, the Super App, and the rest—are incompatible with that exclusivity and calibrated to undermine the Compact's integrity and its long-term viability.

130. Through these combined efforts, Defendants have expanded the reach and profitability of their unlawful gambling enterprise while exposing Florida consumers to the financial, behavioral, and societal harms that Florida's gambling laws are designed to protect against. They must be stopped.

CAUSES OF ACTION

COUNT I
Action to Enjoin Illegal Gambling (§ 546.10(8)(a), Fla. Stat., and chapter 849, Fla. Stat.)
(Against All Defendants)

131. The Attorney General repeats and realleges paragraphs 1-130 of this Complaint as if fully set forth here.

132. Florida law prohibits unauthorized gambling, including the receipt of money "staked, bet, or wagered" upon "the result of any trial or contest of skill, speed or power or endurance of human or beast." § 849.14, Fla. Stat. Florida law separately

prohibits bookmaking and makes that conduct a felony of the third degree. §§ 849.14 and 849.25(2), Fla. Stat. Florida law also prohibits the maintenance of any type of place for gambling or the use of "gaming implements or apparatus." § 849.01. The Compact is the primary exception to Florida's general prohibition on gambling, and reserves to the Tribe the exclusive right to offer online sports betting in the State.

133. Section 546.10(8)(a) of the Florida Statutes expressly authorizes the Attorney General to bring this action. It provides that, "[n]otwithstanding any other provision of law, an action to enjoin the operation of any game or machine pursuant to or for an alleged violation of this section or chapter 849 may be brought only by … The Attorney General."

134. By statute, Florida has authorized the Attorney General to enforce the State's prohibition on unauthorized gambling.

135. Defendants violate chapter 849 through their continued operation of Pick6 and the Super App sportsbook. Each product accepts wagers from Florida consumers, without authorization under the Compact, without a Florida license, and without the consumer protections Florida required as a condition of legal sports wagering. Each unlawful wager accepted is a discrete violation of chapter 849.

136. Defendants' Illegal Sports Gambling Offerings cause irreparable harm that cannot be adequately remedied through monetary relief alone. Each additional day of operation entrenches DraftKings' market position, harms more Florida consumers, and further hollows out the regulatory framework Florida deliberately enacted.

137. Under § 546.10(8)(a) and chapter 849, Florida Statutes, the Attorney General is entitled to any and all injunctive relief, including an injunction enjoining each Defendant from operating, conducting, advertising, soliciting, accepting, processing, or otherwise facilitating any illegal gambling activity in Florida outside the Compact, including Pick6, the Super App sportsbook, and 21Rivals, and disgorgement of the profits that Defendants have obtained through their unlawful conduct.

138. Section 849.29, Florida Statutes, defines the "[p]ersons against whom suits may be brought to recover on gambling contracts," and makes such persons jointly and severally liable. It reads:

> The following persons shall be jointly and severally liable for the items which are authorized by this act to be sued for and recovered, and any suit brought under the authorization of this act may be brought against all or any of such persons, to wit: The winner of the money or property lost in the gambling transaction; every person who, having direct or indirect charge, control or management, either exclusively or with others, of the place where the gambling transaction occurs, procures, suffers or permits such place to be used for gambling purposes; whoever promotes, sets up or conducts the gambling transaction in which the loss occurs or has an interest in it as backer, vendor, owner or otherwise; and, as to anything of value other than money, the transferees and assignees, with notice, of the persons hereabove specified in this section; and the personal representatives of the persons specified in this section.

§ 849.29, Fla. Stat.

139. Defendants have engaged, and continue to engage, in gambling in violation of Florida law.

140. Florida consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of these violations. Absent injunctive relief, Defendants are likely to continue to harm Florida consumers and the public interest.

COUNT II
VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Deceptive Practices)
(Against All Defendants)

141. The Attorney General repeats and realleges paragraphs 1-130 of this Complaint as if fully set forth here.

142. The Attorney General brings Count II against Defendants for deceptive acts and practices in violation of FDUTPA.

143. FDUTPA declares deceptive acts or practices in the conduct of any trade or commerce to be unlawful. § 501.204(1), Fla. Stat.

144. The provisions of FDUTPA are to be construed liberally to promote the protection of the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices. § 501.202, Fla. Stat.

145. At all times material to this complaint, Defendants engaged in trade or commerce by advertising, soliciting, providing, offering, or distributing any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. § 501.203(8), Fla. Stat.

146. Defendants have engaged in business practices that skirt, evade, or ignore the laws of Florida to swindle Floridians out of their hard-earned money.

147. All Defendants have engaged in deceptive practices together and for the

common goal of generating revenue through online gambling. Defendants are a common enterprise and are jointly and severally liable for the acts and practices of the common enterprise.

148. Defendants are engaged in a common enterprise to promote online gambling, while engaging in the deceptive practices that lead to financial harm, relationship harm, and gambling addiction harm to Florida consumers and to conduct its illegal business without the protections for consumers afforded under Florida law.

149. Defendants have engaged, and continue to engage, in deceptive practices in trade or commerce in Florida. Defendants market Pick6 and sports wagers and gambling through 21 Rivals on the Super App sportsbook to Florida consumers as lawful, when those products in fact violate Florida law and the Compact and harm Florida consumers. Defendants describe these products as "peer-to-peer" fantasy sports and as a "prediction market" to disguise what is in substance unlicensed and unlawful sports betting.

150. Defendants deceptively and willfully advertise their sportsbook applications as safe and legal, the Defendants actually know or should have known that online gambling is illegal in Florida outside of the Compact; that the Defendants' applications are operated to entice consumers to spend and lose money on games that are not legal; that online gambling presents a real risk of addiction, financial harm and harm to the relationships of Floridians and that online gambling may disparately impact impaired, addicted, elderly, or otherwise vulnerable persons such as children.

151. Defendants' deceptive practices have caused, and continue to cause, non-

speculative injury to the citizens of Florida and the Tribe, which goes beyond a general interest in curbing deceptive or unfair conduct.

152. In addition to active misrepresentations, Defendants have willfully, unfairly hidden or downplayed the negative consequences and costs of illegal gambling addiction risks, financial, and relationship harm and the impact it may have on impaired, addicted, elderly, or otherwise vulnerable persons such as children.

153. Through the actions and related business practices set forth in this Complaint, Defendants have engaged in representations, acts, practices or omissions that were material, and that are likely to mislead consumers acting reasonably under the circumstances.

154. Thus, Defendants have engaged in deceptive acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes. The Attorney General seeks (1) a permanent injunction enjoining Defendants from operating in the State of Florida, soliciting Florida consumers, or permitting Florida consumers to engage in Defendants' sportsbook applications; (2) equitable monetary relief equal to disgorgement of the ill-gotten revenue that Defendants have obtained from consumers in the State of Florida; and (3) actual damages in lost tax revenue.

155. The Attorney General has demonstrated a clear legal right to a permanent injunction.

156. Disgorgement of ill-gotten gains is necessary to prevent each of the Defendants from profiting from their illegal acts. The amount of equitable disgorgement is estimated to be significant.

157. In addition to these remedies, the Attorney General seeks civil penalties of up to $10,000 per willful violation and up to $15,000 per willful violation involving consumers with a mental or psychological disorder or with a disability, or consumers over the age of 60. §§ 501.2075, 501.2077, Fla. Stat.

158. A violation is "willful" under FDUTPA if the defendant "knew or should have known that [its] conduct was unfair or deceptive."

159. Under Section 501.203(3)(c), a violation of FDUTPA includes conduct that violates "[a]ny law, statute, rule, regulation, or ordinance which proscribes ... unfair, deceptive, or unconscionable acts or practices."

160. A violation of Florida's gambling laws, sections 849.08, 849.09, 849.11, 849.14 to 849.16, and 849.26 to 849.34, Florida Statutes, also violates FDUTPA. Accordingly, each willful violation of Sections 849.08, 849.09, 849.11, 849.14 to 849.16, and 849.26 to 849.34, as discussed above, also is a willful violation of FDUTPA.

161. The Attorney General seeks to recover its attorneys' fees and costs relating to this action as set forth in Sections 501.2105, and/or 501.2075, Florida Statutes.

COUNT III
VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Unfair Acts and Practices)
(Against All Defendants)

162. The Attorney General repeats and realleges paragraphs 1-130 of this Complaint as if fully set forth here. FDUTPA declares unfair or unconscionable acts or practices in the conduct of any trade or commerce to be unlawful. § 501.204(1), Fla. Stat.

163. The provisions of FDUTPA are to be construed liberally to promote the protection of the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices. § 501.202, Fla. Stat.

164. At all times material to this complaint, Defendants engaged in trade or commerce by advertising, soliciting, providing, offering, or distributing any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. § 501.203(8), Fla. Stat.

165. Defendants have engaged in business practices that skirt, evade, or ignore the laws of Florida to swindle Floridians out of their hard-earned money to pilfer tax dollars from the state coffers.

166. Defendants are engaged in a common enterprise to promote online gambling, while engaging in unfair practices that lead to financial harm, relationship harm, and gambling addiction harm to Florida consumers and without the protections afforded consumers under Florida law.

167. Defendants have engaged, and continue to engage, in unfair acts and

practices in trade or commerce in Florida. Defendants market Pick6 and sports wagers on the Super App sportsbook to Florida consumers as lawful, when those products in fact violate Florida law and the Compact and harm Florida consumers. Defendants describe these products as "peer-to-peer" fantasy sports and as a "prediction market" to disguise what is in substance unlicensed and unlawful sports betting. Defendants' conduct is unfair because it offends and undermines the established public policy of Florida as embodied in chapter 849, the Compact, and the comprehensive consumer-protection regulations the Compact implements through the Tribe, by stripping Florida consumers of the safeguards the State determined were essential to legal sports betting, including protections to prevent minors from participating in gambling. Defendants' Terms of Use admit their offerings may not be legal in Florida and push all risk of that illegality onto the consumer.

168. Through the actions and related business practices set forth in this Complaint, Defendants have engaged in acts or practices in trade or commerce that shock the conscience.

169. Through the actions and related business practices set forth in this Complaint, Defendants have engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

170. Through the actions and related business practices set forth in this Complaint, Defendants engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable

by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

171. Thus, Defendants have engaged in unfair acts or practices in the conduct of trade or commerce in violation of section 501.204(1), Florida Statutes.

172. The Attorney General seeks (1) a permanent injunction enjoining Defendants from operating in the State of Florida, soliciting Florida consumers, or permitting Florida consumers to engage in Defendants' sportsbook applications; (2) equitable monetary relief equal to disgorgement of the ill-gotten revenue that Defendants have obtained from consumers in the State of Florida; and (3) actual damages in lost tax revenue.

173. The Attorney General has demonstrated a clear legal right to a permanent injunction.

174. Disgorgement of ill-gotten gains is necessary to prevent each of the Defendants from profiting from their illegal acts. The amount of equitable disgorgement is estimated to be significant.

175. In addition to these remedies, the Attorney General seeks civil penalties of up to $10,000 per willful violation and up to $15,000 per willful violation involving consumers with a mental or psychological disorder or with a disability, or consumers over the age of 60. §§ 501.2075, 501.2077, Fla. Stat.

176. Any person or corporation "who is willfully using, or has willfully used, a method, act, or practice declared unlawful under [§ 501.204, Fla. Stat.] . . . is liable for a civil penalty of not more than $10,000 for each such violation." § 501.2075, Fla.

Stat. A violation is "willful" if the defendant "knew or should have known that [its] conduct was unfair or deceptive." *Id*.

177. Under Section 501.203(3)(c), a violation of FDUTPA includes conduct that violates "[a]ny law, statute, rule, regulation, or ordinance which proscribes ... unfair, deceptive, or unconscionable acts or practices."

178. A violation of Florida's gambling laws, sections 849.08, 849.09, 849.11, 849.14 to 849.16, and 849.26 to 849.34, Florida Statutes, also violates FDUTPA. Accordingly, each willful violation of Sections 849.08, 849.09, 849.11, 849.14 to 849.16, and 849.26 to 849.34, as discussed above, also is a willful violation of FDUTPA.

179. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of in this Complaint, Defendants actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury of any and all issues here so triable of right.

PRAYER FOR RELIEF

WHEREFORE, the Attorney General asks the Court to grant the following relief:

(a) Enter a declaratory judgment that Pick6, 21 Rivals, and gambling and sports betting on the Super App sportsbook constitute illegal gambling under Florida law;

(b) Enter a permanent injunction enjoining Defendants, and each of their officers, directors, employees, agents, affiliates, and all persons acting in concert with them, from operating, conducting, maintaining, advertising, marketing, soliciting, accepting, processing, settling, clearing, paying, or otherwise facilitating any sports wagering activity in Florida, including through Pick6, 21 Rivals, and gambling and sports betting on the Super App sportsbook;

(c) Enter judgment for the Attorney General against Defendants, jointly and severally, for violations of Florida law under sections 546.10 and 849.29, Florida Statutes;

(d) Enter judgment for the Attorney General against Defendants, jointly and severally, for violations of FDUTPA;

(e) Award the Attorney General equitable monetary relief against the Defendants including disgorgement of ill-gotten gains obtained by Defendants and restitution to consumers, and award actual damages to the Attorney General in lost tax revenue;

(f) Award the Attorney General civil penalties against Defendants of up to $10,000 per willful violation and up to $15,000 per willful violation involving consumers with a mental or psychological disorder or with a disability, or consumers over the age of 60 for each willful violation of Florida Statutes in violation of FDUTPA;

(g) Enter an Order finding that, in accordance with the statutes referenced here, Defendants, their affiliates, successors, transferees, assignees, and

the officers, directors, partners, agents, and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, be enjoined and restrained from, in any manner, continuing, maintaining or renewing the conduct, alleged here in violation of the above stated Florida laws, or from entering into any other contract, or conspiracy having a similar purpose or effect;

(h) Award the Attorney General reasonable attorney's fees and costs under sections 501.2075 and 501.2105, Florida Statutes; and

(i) Award such other and further relief as the Court deems just, necessary, and appropriate, including equitable relief allowed under sections 501.207(3), Florida Statutes.

Dated: November 24, 2026

Respectfully submitted,

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