



AlaFile E-Notice

33-CV-2025-900072.00

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

JOHN PILATI V. YELLOW SOCIAL INTERACTIVE, LTD.
33-CV-2025-900072.00

The following complaint was FILED on 8/27/2026 8:28:35 PM

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DERRICK SCOTT
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FRANKLIN COUNTY, ALABAMA
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IN THE CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA

LESHAUN ROBINSON, LUKE)
WHITNEY, CARRISA PYLES,)
THOMAS VEIL, SHARON KING,)
and STEVEN DAVIS, individually)
and on behalf of all others similarly)
situated,)

Plaintiffs,)

v.)

YELLOW SOCIAL INTERACTIVE,)
LTD.)

Defendant.)

Case No.: 33-CV-2025-900072.00

AMENDED CLASS ACTION COMPLAINT

1. This case is brought pursuant to the gambling laws of Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts against Yellow Social Interactive Ltd. (“Defendant” or “YSI”). As will be explained below, the laws in the aforementioned states forbid all unlicensed gambling in which players risk anything of value on a game of chance in an attempt to gain anything of value. In each of these states, free play or the right to continue playing a game without additional purchase is considered a thing of value that can be won.

2. These states also have laws that allow players who lose money at illegal gambling to recover that money. This action is a class action in which plaintiffs in

Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts seek to represent a class of people in each of such states who lost money playing Defendant's illegal gambling games.

PARTIES

3. Lashaun Robinson is an adult resident citizen of Franklin County, Alabama. Mrs. Robinson downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

4. Carrisa Pyles is an adult resident citizen of Pulaski County, Kentucky. Ms. Pyles downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

5. Luke Whitney is an adult resident citizen of Davidson County, Tennessee. Mr. Whitney downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

6. Steven Davis is an adult resident citizen of Butler County, Ohio. Mr. Davis downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

7. Sharon King is an adult resident citizen of Sewell, New Jersey. She downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

8. Thomas Veil is an adult resident citizen of Webster, Massachusetts. He downloaded and played one or more of YSI's gambling applications and spent and lost money to purchase virtual currency within the apps.

9. Defendant Yellow Social Interactive Ltd. is a foreign corporation with its principal place of business located at 2 Irish Town in Gibraltar, GX11 1AA GIBRALTAR. It does business through its online applications throughout the United States, including in each of the six states home to plaintiffs in this action.

FACTUAL BACKGROUND

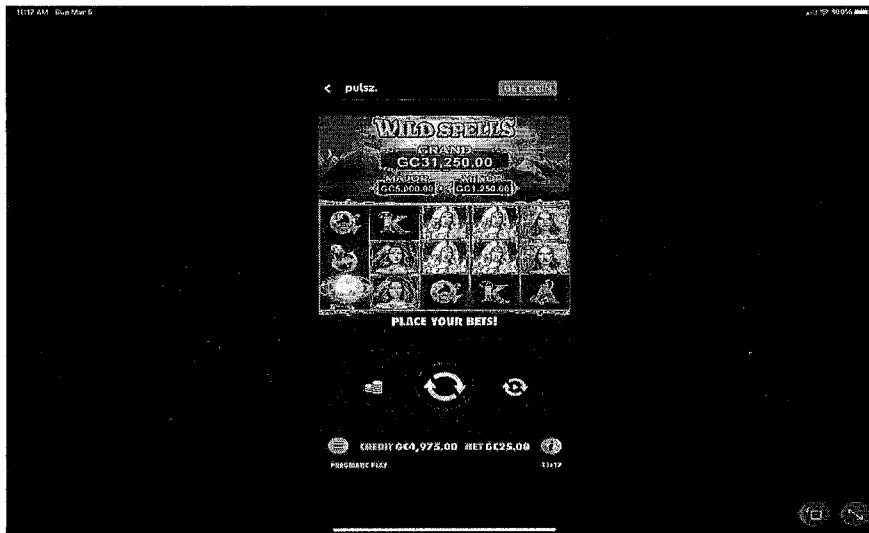
10. YSI is a game developer that has created games that simulate slot machines and other gambling games, which includes Pulsz (www.pulsz.com) and Pulszbingo (pulszbingo.com) brands and applications (hereinafter the "Applications").

11. YSI's games operate with two forms of virtual coins. The first are called gold coins, and are available for purchase, as well as being given to players when they first sign up and at certain intervals. Gold coins cannot be redeemed for real-world currency. However, when users play with gold coins and win, this extends their playing time without having to purchase more coins.

12. The other virtual coins used by YSI's games are called Sweeps Coins. When individuals purchase packages of gold coins, they are "given" a set number of Sweeps Coins. Sweeps Coins can be redeemed for real-world currency. Thus, when

customers play with them, they are gambling real money, whether the Defendant describes it this way or not.

13. YSI's games are games of chance. YSI makes available online games through its Applications, namely www.Pulsz.com and www.Pulszbingo.com. The Applications offer slot machines and other gambling games. Here is an example of one of Defendant's games.



14. As defined by the laws of each of the six states at issue, the games on YSI's platform are games of chance. The outcome of a spin of the reels on these slot machines or bingo games is determined by chance, rather than by the skill of the player, who can do nothing to affect this outcome.

15. Defendant's games provide players an initial allotment of virtual currency which can be risked on spins of the slot machines in an attempt to win additional virtual currency.

16. Once a player runs out of virtual currency, the player can buy additional virtual currency. The only purpose of this currency is to be risked on spins of the slot machine reels in an attempt to win additional virtual currency.

17. Some of the purchase options for the virtual currency include above referenced Sweeps Coins for “free.” The Sweeps Coins can be redeemed for money or other valuable prizes if the player wins their game of chance.

18. Each of the plaintiffs purchased virtual currency including gold coins and sweeps coins in Defendant’s apps. They each risked that virtual currency in the games of chance in the Applications, and each suffered a gambling loss.

LEGAL FRAMEWORK

A. Alabama

19. Gambling is illegal in Alabama. The Alabama criminal laws pertaining to gambling are codified at Sections 13A-12-20 through 13A-12-92 of the Code of Alabama, 1975. The code defines gambling: “A person engages in gambling if he stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under his control or influence, upon an agreement or understanding that he or someone else will receive something of value in the event of a certain outcome.” Ala. Code § 13A-12-20(4) (1975).

20. The Alabama Code also contains a gambling loss recovery statute, which states:

(a) All contracts founded in whole or in part on a gambling consideration are void. Any person who has paid any money or delivered any thing of value lost upon any game or wager may recover such money, thing, or its value by an action commenced within six months from the time of such payment or delivery.

Ala. Code § 8-1-150.

B. Tennessee

21. Gambling is illegal in Tennessee and “contrary to public policy of this state.” Tenn. Code Ann. § 39-17-501(2). The code section goes on to define gambling as “risking anything of value for a profit whose return is to any degree contingent on chance, or any games of chance associated with casinos, including, but not limited to, slot machines, roulette wheels and the like.” Id.

22. The Tennessee Code also contains a gambling loss recovery statute, which states:

Any person who has paid any money, or delivered anything of value, lost upon any game or wager, may recover such money, thing, or its value, by action commenced within ninety (90) days from the time of such payment or delivery.

Tenn. Code Ann. § 29-19-104.

C. Kentucky

23. Absent specific exceptions made by the legislature, none of which is relevant here, gambling is illegal in Kentucky. Chapter 528 of the Kentucky Revised Statutes criminalizes promoting gambling, permitting gambling, and possession of gambling devices, including slot machines.

24. Kentucky also has a statute that authorizes the recovery of gambling losses, which states:

If any person loses to another at one (1) time, or within twenty-four (24) hours, five dollars (\$5) or more, or anything of that value, and pays, transfers or delivers it, the loser or any of his creditors may recover it, or its value, from the winner, or any transferee of the winner, having notice of the consideration, by action brought within five (5) years after the payment, transfer or delivery. Recovery may be had against the winner, although the payment, transfer or delivery was made to the endorsee, assignee, or transferee of the winner. If the conveyance or transfer was of real estate, or the right thereto, in violation of KRS 372.010, the heirs of the loser may recover it back by action brought within two (2) years after his death, unless it has passed to a purchaser in good faith for valuable consideration without notice.

K.R.S. § 372.020.

D. Ohio

25. Absent specific authorizations from the legislature not relevant here, gambling is illegal in Ohio. Section 2915.02 of the Ohio Revised Code prohibits, among other things, doing anything to “[e]stablish, promote, or operate or knowingly engage in conduct that facilitates any game of chance conducted for profit or any scheme of chance.” O.R.C. § 2915.02. The prior section defines a game of chance to include any game “in which a player gives anything of value in the hope of gain, the outcome of which is determined largely by chance.”

26. The Ohio Revised Code also contains a gambling loss recovery statute, which states:

If a person, by playing a game, or by a wager, loses to another, money or other thing of value, and pays or delivers it or a part thereof, to the winner thereof, such person losing and paying or delivering, within six months after such loss and payment or delivery, may sue for and recover such money or thing of value or part thereof, from the winner thereof, with costs of suit.

O.R.C. § 3763.02.

E. New Jersey

27. Absent specific authorization from the New Jersey Legislature of forms of gambling not relevant here, gambling is illegal in New Jersey. Section 2A 40-1 of the New Jersey Revised Statutes states that “[a]ll wagers, bets, or stakes made to depend upon any race or game, or upon any gaming by lot or chance, or upon any lot, chance, casualty, or unknown or contingent event, shall be unlawful.” N.J.R.S. § 2A:40-1.

28. New Jersey’s Revised Statutes also contain a loss recovery statute, which states:

If any person shall lose any money, goods, chattels or other valuable thing, in violation of section 2A:40-1 of this title, and shall pay or deliver the same or any part thereof to the winner, or to any person to his use, or to a stakeholder, such person may sue for and recover such money, or the value of such goods, chattels, or other valuable thing, from such winner, or from such depositary, or from such stakeholder, whether the same has been delivered or paid over by such stakeholder or not, in a civil action provided such action is brought within 6 calendar months after payment or delivery.

N.J.R.S. 2A:40-5.

F. Massachusetts

29. Absent specific exceptions created by the legislature that are not relevant here, gambling is illegal in Massachusetts. Section 5A of Chapter 271 of the Massachusetts General Law prohibits the creation, possession, and use of gambling devices, explicitly including “any so called ‘slot machine.’” M.G.L.A. Ch. 271, § 5A. Furthermore, Massachusetts case law explicitly includes free play as an item that can be won on such an illegal machine. Commonwealth v. Rivers, 82 N.E. 2d 216, 219 (Mass. 1948) (“It is the free play itself that is the ‘property of value’ however evidenced.”)

30. Massachusetts General Law also contains a gambling loss recovery statute which allows the recovery of gambling losses. It states:

Whoever, by playing at cards, dice or other game, or by betting on the sides or hands of those gaming, except for gaming conducted in licensed gaming establishments pursuant to chapter 23K or sports wagering conducted pursuant to chapter 23N, loses to a person so playing or betting money or goods, and pays or delivers the same or any part thereof to the winner, or whoever pays or delivers money or other thing of value to another person for or in consideration of a lottery, policy or pool ticket, certificate, check or slip, or for or in consideration of a chance of drawing or obtaining any money, prize or other thing of value in a lottery or policy game, pool or combination, or other bet, may recover such money or the value of such goods in contract; and if he does not within three months after such loss, payment or delivery, without covin or collusion, prosecute such action with effect, any other person may sue for and recover in tort treble the value thereof.

M.G.L.A. Ch. 137, § 1.

CLASS ALLEGATIONS

31. This multistate class action is maintainable pursuant to Rule 23 of the Alabama Rules of Civil Procedure. Each of the Plaintiffs seek to represent a class of individuals in their home state who lost money on Defendant YSI's gambling games. The class definitions follow in Paragraphs 31-36.

32. Leshawn Robinson seeks to represent a class composed of the following individuals:

All individuals who, in Alabama (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications between March 8, 2022 and the present.

33. Luke Whitney seeks to represent a class composed of the following individuals:

All individuals who, in Tennessee (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications between November 12, 2022 and the present.

34. Carrisa Pyles seeks to represent a class composed of the following individuals:

All individuals who, in Kentucky (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications between June 29, 2023 and the present.

35. Steven Davis seeks to represent a class composed of the following individuals:

All individuals who, in Ohio (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications between February 19, 2024, and the present.

36. Sharon King seeks to represent a class composed of the following individuals:

All individuals who, in New Jersey (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications between February 19, 2024 and the present.

37. Thomas Veil seeks to represent a class composed of the following individuals:

All individuals who, in Massachusetts (as indicated by IP address information or other information reasonably available), spent and lost money playing games on Defendant's Applications, between February 19, 2024 and the present.

38. Each of these classes satisfies the numerosity requirement of Rule 23(a)(1) of the Alabama Rules of Civil Procedure because joinder of all members of the classes is impractical. Each class has thousands of members in the respective states.

39. Likewise, each class satisfies the commonality requirement of Rule 23(a)(2) because there are questions of law and fact common to the class. These common questions include, at a minimum, whether Defendant's games violate the gambling laws of the respective states, whether Defendant's games are games of chance, and whether Defendant offers virtual currency for sale in its apps.

40. The proposed classes each satisfy the typicality requirement of Rule 23(a)(3) because the named plaintiffs' claims are typical of those of absent class members. Each named plaintiff, like the other class members, spent money to obtain virtual currency that they risked on a game of chance in order to win more virtual currency and thus additional play and amusement, as well as cash.

41. The named plaintiffs will fairly and adequately represent these classes pursuant to Rule 23(a)(4). The named plaintiffs have no interests averse to the classes, and they have chosen competent and experienced Class Counsel with decades of experience litigating class claims.

42. Each of the named plaintiffs seeks to maintain this class action pursuant to Rule 23(b)(3) of the Alabama Rules of Civil Procedure, which requires that common issues predominate over individual ones and that class treatment be the superior method of resolving the controversy. Common questions of law and fact vastly predominate over individual questions in this case. In fact, the only individual question in any class member's claim is how much money they spent and lost on the Applications during the class period. The answer to that question is easily available in YSI's own records. Such damages questions, especially when easily answered, are generally held not to predominate over common issues in a case like this. Furthermore, class treatment is by far superior to individual litigation as a fair and efficient way to adjudicate this controversy.

43. Plaintiffs foresee no particular difficulties in managing this class action because the entirety of the information necessary to compensate class members for their losses can be found within YSI's own records or the records of platforms.

CLAIMS FOR RELIEF

CLAIMS PURSUANT TO ALABAMA CODE SECTION 8-1-150 (brought by Leshaun Robinson on behalf of the class described in ¶ 31)

44. Plaintiff Robinson incorporates by reference all of the factual averments of Paragraphs 1-42 of this Complaint as if fully set forth herein.

45. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

46. As described above, the games in the apps are games of chance that violate Alabama law when played in this fashion in an attempt to win anything of value.

47. Section 8-1-150 of the Alabama Code authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent and lost on the virtual currency sold by Defendants.

CLAIMS PURSUANT TO TENNESSEE CODE SECTION 29-19-104 (brought by Luke Whitney on behalf of the class described in ¶ 32.)

48. Luke Whitney incorporates by reference all of the factual averments of Paragraphs 1-42 of this Complaint as if fully set forth herein.

49. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

50. As described above, the games in the apps are games of chance that violate Tennessee law when played in this fashion in an attempt to gain anything of value.

51. Section 29-19-104 of the Tennessee Code authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent and lost on the virtual currency sold by Defendants.

**CLAIMS PURSUANT TO K.R.S. § 372.020
(brought by Carrisa Pyles on behalf of the class described in ¶ 33)**

52. Plaintiff Pyles incorporates by reference all of the factual averments asserted in Paragraphs 1-42 of this Complaint as if fully set forth herein.

53. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

54. As described above, the games in the apps are games of chance that violate Kentucky law when played in this fashion in an attempt to gain anything of value.

55. Section 372.020 of the Kentucky Revised Statutes authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are

entitled to recover the money they spent and lost on virtual currency in Defendant's apps.

**CLAIMS PURSUANT TO OHIO REVISED CODE SECTION 3763.02
(brought by Steven Davis on behalf of the class described in ¶ 34)**

56. Plaintiff Davis incorporate by reference all of the factual averments asserted in Paragraphs 1-42 of this Complaint as if fully set forth herein.

57. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

58. As described above, the games in the apps are games of chance that violate Ohio law when played in this fashion in an attempt to gain anything of value.

59. Section 3763.02 of the Ohio Revised Code authorizes Plaintiffs and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent and lost on virtual currency in Defendant's apps.

**CLAIMS PURSUANT TO NEW JERSEY REVISED STATUTES 2A:40-5
(brought by Plaintiff Sharon King on behalf of the class described in ¶ 35)**

60. Plaintiff King incorporates by reference all of the factual averments asserted in Paragraphs 1-42 of this Complaint as if fully set forth herein.

61. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

62. As described above, the games in the apps are games of chance that violate New Jersey law when played in this fashion in an attempt to gain anything of value.

63. Section 2A:40-5 of the New Jersey Revised Statutes authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent and lost on virtual currency in Defendant's apps.

**CLAIMS PURSUANT TO CHAPTER 137, SECTION 1 OF THE
MASSACHUSETTS GENERAL LAW
(brought by Plaintiff Thomas Veil on behalf of the class described in ¶ 36)**

64. Plaintiff Veil incorporates by reference all of the factual averments made in Paragraphs 1-42 of this complaint as if fully incorporated herein.

65. Plaintiff and the members of the class spent and lost money purchasing virtual currency in Defendant's apps that they then gambled in an attempt to win more virtual currency and cash.

66. As described above, the games in the apps are games of chance that violate Massachusetts law when played in this fashion in an attempt to gain anything of value.

67. Chapter 137, Section 1 of the Massachusetts General Law authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the

class are entitled to recover the money they spent and lost on virtual currency in Defendant's apps.

PRAYER FOR RELIEF

Plaintiff respectfully prays that this court:

1. Takes jurisdiction of this cause;
2. Certify the above classes pursuant to Rule 23(b)(3) of the Alabama Rules of Civil Procedure;
3. Appoint the undersigned as Class Counsel for all classes, and the named plaintiffs as class representatives as described herein;
4. Enter a final judgment against Yellow Social Interactive awarding Plaintiffs and the members of the classes a refund of all money lost in the illegal gambling games described herein;
5. Award Class Counsel reasonable attorneys' fees and expenses to be paid out of a judgment in favor of the class;
6. Award the named plaintiffs a reasonable sum of money for their services in this case on behalf of the class, also to be paid out of the judgment in favor of the class;
7. Award interest and costs; and
8. Award any other relief to which the Court finds plaintiffs and the classes are entitled.

Filed this 27th day of August, 2026,

/s/ Jeffrey L. Bowling

Jeffrey L. Bowling

Attorney for Plaintiffs

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