



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 answer was FILED on 9/25/2026 4:52:10 PM

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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

**DEFENDANT YELLOW SOCIAL INTERACTIVE, LTD'S
 ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS'
 AMENDED CLASS ACTION COMPLAINT**

Defendant Yellow Social Interactive, Ltd. ("YSI" or "Defendant"), by and through its undersigned counsel, hereby files this Answer and Affirmative Defenses to Plaintiffs' Amended Class Action Complaint ("Complaint"). Except as expressly admitted herein, YSI denies each and every allegation contained in the Complaint. To the extent any allegation is not specifically addressed below, it is denied. YSI reserves all defenses, objections, and rights available to it under applicable law and the Alabama Rules of Civil Procedure.

ANSWER TO AMENDED CLASS ACTION COMPLAINT

1. Paragraph 1 contains legal conclusions and characterizations to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 1, including the characterization that this case involves “gambling” or “gambling losses,” and denies that the laws cited in the Complaint forbid or apply to YSI’s lawful sweepstakes promotions and entertainment platforms, and denies all remaining or contrary allegations of Paragraph 1.

2. Paragraph 2 contains legal conclusions and characterizations to which no response is required. To the extent a response is required, YSI denies that its applications constitute “illegal gambling” and denies that Plaintiffs lost money “at illegal gambling.” YSI further denies that the statutes cited in Paragraph 2 apply to YSI’s applications, and denies all remaining or contrary allegations of Paragraph 2.

PARTIES

3. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 3 regarding Leshaun Robinson’s residency, and therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are “gambling applications,” denies that Mrs. Robinson “lost money” within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 3.

4. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 4 regarding Carrisa Pyles' residency, and therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are "gambling applications" and denies that Ms. Pyles "lost money" within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 4.

5. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 5 regarding Luke Whitney's residency, and therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are "gambling applications" and denies that Mr. Whitney "lost money" within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 5.

6. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 6 regarding Steven Davis's residency, and therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are "gambling applications," denies that Mr. Davis "lost money" within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 6.

7. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 7 regarding Sharon King's residency, and

therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are “gambling applications,” denies that Ms. King “lost money” within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 7.

8. YSI is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 8 regarding Thomas Veil’s residency, and therefore denies the same. YSI admits that its applications are available to the public. YSI denies that its applications are “gambling applications,” denies that Mr. Veil “lost money” within the meaning of any applicable statute, and denies all remaining or contrary allegations of Paragraph 8.

9. YSI admits that it is a foreign corporation with its principal place of business at 2 Irish Town in Gibraltar, GX11 1AA Gibraltar. YSI admits that its applications are available to the public. YSI denies any remaining allegations or characterizations in Paragraph 9 not expressly admitted herein.

FACTUAL BACKGROUND

10. YSI admits that it operates the Pulsz (www.pulsz.com) and Pulszbingo (pulszbingo.com) brands and applications (defined as the “Applications”). YSI denies the characterization that its games provided on the Applications “simulate slot machines and other gambling games.” YSI offers freemium and sweepstakes

services on its Applications that are lawful and for entertainment purposes. YSI denies all remaining or contrary allegations of Paragraph 10.

11. YSI admits that its Applications utilize virtual coins called gold coins, that users may purchase a license to use gold coins on the Applications and such licenses are also provided to players when they first sign up and at certain intervals. YSI further admits that gold coins cannot be redeemed for real-world currency. YSI denies any characterizations of the gold coins mechanism that are inconsistent with the foregoing or that suggest gold coins function as a gambling wager or stake. YSI denies all remaining or contrary allegations of Paragraph 11.

12. YSI admits that its Applications utilize virtual coins called Sweepstake Coins and that Sweepstake Coins can be redeemed for real-world currency, subject to certain terms and conditions. YSI denies that Sweepstake Coins are purchased by users; rather, Sweepstake Coins are provided in a variety of ways as a free promotional bonus. YSI denies the allegation that “they are gambling real money” and denies all characterizations that suggest YSI’s Applications constitute gambling. YSI denies all remaining or contrary allegations of Paragraph 12.

13. YSI admits that online games are made available through its Applications. YSI denies the characterization that these games are “games of chance” within the meaning of any gambling statute, and denies that the Applications “offer slot machines and other gambling games.” YSI offers freemium

and sweepstakes services on its Applications that are lawful and for entertainment purposes. YSI denies all remaining or contrary allegations of Paragraph 13.

14. Paragraph 14 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 14. YSI denies that its games constitute “games of chance” as that term is defined under the gambling laws of any of the six states cited in the Complaint. YSI offers freemium and sweepstakes services on its Applications that are lawful and for entertainment purposes.

15. YSI admits that its games provide players with an initial license to use gold coins. YSI denies the characterization that any virtual “currency” on its Applications “can be risked on spins of the slot machines.” Users use licensed virtual coins to play entertainment games within YSI’s Applications. YSI denies all remaining or contrary allegations of Paragraph 15.

16. YSI admits that users may purchase a license to access gold coins on the Applications. YSI denies the characterization that “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.” Gold coins are purchased for entertainment purposes and provide value to the user through gameplay enjoyment. YSI denies all remaining or contrary allegations of Paragraph 16.

17. YSI denies that Sweepstake Coins can be purchased. Sweepstake Coins may be provided as free promotional bonus. YSI admits that Sweepstake Coins can be redeemed for something of value. The remainder of the allegations in Paragraph 17 are denied.

18. YSI admits that Plaintiffs may have purchased a license to use gold coins within YSI's Applications. YSI denies that Plaintiffs "suffered a gambling loss" or that any transaction with YSI's Applications constitutes gambling. The remainder of the allegations in Paragraph 18 are denied.

LEGAL FRAMEWORK

19. Paragraph 19 purports to quote and characterize Alabama law. The statutes and legal authorities cited therein speak for themselves and are the best evidence of their contents. YSI denies any inaccurate characterization of those statutes and denies that the cited provisions apply to YSI's lawful promotions and entertainment platforms and denies any violation of same.

20. Paragraph 20 purports to quote the Alabama gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents. YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

21. Paragraph 21 purports to quote and characterize Tennessee law. The statutes cited therein speak for themselves and are the best evidence of their contents.

YSI denies any inaccurate characterization of those statutes and denies that the cited provisions apply to YSI's lawful promotions and entertainment platforms, and denies any violation of same.

22. Paragraph 22 purports to quote the Tennessee gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents. YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

23. Paragraph 23 purports to characterize Kentucky law regarding gambling. The statutes cited therein speak for themselves and are the best evidence of their contents. YSI denies any inaccurate characterization of those statutes and denies that the cited provisions apply to YSI's Applications, and denies any violation of same.

24. Paragraph 24 purports to quote the Kentucky gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents. YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

25. Paragraph 25 purports to characterize Ohio law regarding gambling. The statutes cited therein speak for themselves and are the best evidence of their contents. YSI denies any inaccurate characterization of those statutes and denies that the cited provisions apply to YSI's Applications, and denies any violation of same.

26. Paragraph 26 purports to quote the Ohio gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents. YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

27. Paragraph 27 purports to characterize New Jersey law regarding gambling. The statutes cited therein speak for themselves and are the best evidence of their contents. YSI denies any inaccurate characterization of those statutes and denies that the cited provisions apply to YSI's Applications, and denies any violation of same.

28. Paragraph 28 purports to quote the New Jersey gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents. YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

29. Paragraph 29 purports to characterize Massachusetts law regarding gambling. The statutes and case law cited therein speak for themselves and are the best evidence of their contents. YSI denies any inaccurate characterization of those authorities and denies that the cited provisions apply to YSI's Applications, and denies any violation of same.

30. Paragraph 30 purports to quote the Massachusetts gambling loss recovery statute. The statute speaks for itself and is the best evidence of its contents.

YSI denies any inaccurate characterization thereof and denies that the statute applies to any transactions between Plaintiffs and YSI, and denies any violation of same.

CLASS ALLEGATIONS

31. Paragraph 31 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies that this action is maintainable as a class action under Rule 23 of the Alabama Rules of Civil Procedure. YSI denies that its Applications are “gambling games” and denies that any individual “lost money” on YSI’s Applications within the meaning of any applicable statute.

32. YSI denies the allegations in Paragraph 32. YSI denies that the proposed Alabama class is properly defined, denies that the proposed class members “spent and lost money playing games” within the meaning of the Alabama gambling loss recovery statute, and denies that this action is suitable for class treatment.

33. YSI denies the allegations in Paragraph 33. YSI denies that the proposed Tennessee class is properly defined, denies that the proposed class members “spent and lost money playing games” within the meaning of the Tennessee gambling loss recovery statute, and denies that this action is suitable for class treatment.

34. YSI denies the allegations in Paragraph 34. YSI denies that the proposed Kentucky class is properly defined, denies that the proposed class members

“spent and lost money playing games” within the meaning of the Kentucky gambling loss recovery statute, and denies that this action is suitable for class treatment.

35. YSI denies the allegations in Paragraph 35. YSI denies that the proposed Ohio class is properly defined, denies that the proposed class members “spent and lost money playing games” within the meaning of the Ohio gambling loss recovery statute, and denies that this action is suitable for class treatment.

36. YSI denies the allegations in Paragraph 36. YSI denies that the proposed New Jersey class is properly defined, denies that the proposed class members “spent and lost money playing games” within the meaning of the New Jersey gambling loss recovery statute, and denies that this action is suitable for class treatment.

37. YSI denies the allegations in Paragraph 37. YSI denies that the proposed Massachusetts class is properly defined, denies that the proposed class members “spent and lost money playing games” within the meaning of the Massachusetts gambling loss recovery statute, and denies that this action is suitable for class treatment.

38. Paragraph 38 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 38.

39. Paragraph 39 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 39. YSI denies that common questions of law and fact predominate and denies that the proposed classes satisfy the commonality requirement of Rule 23(a)(2).

40. Paragraph 40 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 40. YSI denies that the proposed classes satisfy the typicality requirement of Rule 23(a)(3).

41. Paragraph 41 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 41. YSI is without sufficient knowledge or information regarding Plaintiffs' individual circumstances to form a belief as to their adequacy as class representatives.

42. Paragraph 42 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 42. YSI denies that common issues predominate over individual issues and denies that class treatment is a superior method of resolving this controversy.

43. Paragraph 43 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 43.

CLAIMS FOR RELIEF

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

44. In response to Paragraph 44, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

45. YSI denies the allegations in Paragraph 45. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash. YSI offers freemium and sweepstakes services on its Applications that are lawful and for entertainment purposes. Users receive entertainment value in exchange for their purchases.

46. Paragraph 46 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 46. YSI denies that the games in its Applications are “games of chance” that violate Alabama law and denies that users play the games “in an attempt to win anything of value” within the meaning of the gambling statutes.

47. Paragraph 47 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in

Paragraph 47. YSI denies that Alabama Code Section 8-1-150 authorizes Plaintiff or the class to recover any losses from YSI, and denies that Plaintiff and the class are entitled to recover any money from YSI.

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

48. In response to Paragraph 48, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

49. YSI denies the allegations in Paragraph 49. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash.

50. Paragraph 50 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 50. YSI denies that the games in its Applications are “games of chance” that violate Tennessee law.

51. Paragraph 51 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 51. YSI denies that Tennessee Code Section 29-19-104 authorizes Plaintiff or the class to recover any losses from YSI.

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

52. In response to Paragraph 52, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

53. YSI denies the allegations in Paragraph 53. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash.

54. Paragraph 54 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 54. YSI denies that the games in its Applications are “games of chance” that violate Kentucky law.

55. Paragraph 55 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 55. YSI denies that K.R.S. Section 372.020 authorizes Plaintiff or the class to recover any losses from YSI.

CLAIMS PURSUANT TO OHIO REVISED CODE SECTION 3763.02

(brought by Steven Davis on behalf of the class described in ¶ 34)

56. In response to Paragraph 56, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

57. YSI denies the allegations in Paragraph 57. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash.

58. Paragraph 58 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 58. YSI denies that the games in its Applications are “games of chance” that violate Ohio law.

59. Paragraph 59 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 59. YSI denies that Ohio Revised Code Section 3763.02 authorizes Plaintiffs or the class to recover any losses from YSI.

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

60. In response to Paragraph 60, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

61. YSI denies the allegations in Paragraph 61. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash.

62. Paragraph 62 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 62. YSI denies that the games in its Applications are “games of chance” that violate New Jersey law.

63. Paragraph 63 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in

Paragraph 63. YSI denies that New Jersey Revised Statutes Section 2A:40-5 authorizes Plaintiff or the class to recover any losses from YSI.

**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. In response to Paragraph 64, YSI incorporates by reference its responses to Paragraphs 1 through 43 of this Answer as though fully set forth herein.

65. YSI denies the allegations in Paragraph 65. YSI denies that Plaintiffs or the members of the class “spent and lost money purchasing virtual currency” and denies that they “gambled” in an attempt to win more virtual currency and cash.

66. Paragraph 66 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 66. YSI denies that the games in its Applications are “games of chance” that violate Massachusetts law.

67. Paragraph 67 contains legal conclusions to which no response is required. To the extent a response is required, YSI denies the allegations in Paragraph 67. YSI denies that Chapter 137, Section 1 of the Massachusetts General Law authorizes Plaintiff or the class to recover any losses from YSI.

RESPONSE TO PRAYER FOR RELIEF

YSI denies that Plaintiffs are entitled to any of the relief requested in their Prayer for Relief. YSI denies that this Court should take jurisdiction over this cause

as Plaintiffs request, denies that the proposed classes should be certified, denies that Class Counsel should be appointed, denies that a final judgment should be entered against YSI, denies that Plaintiffs are entitled to any refund of money, denies that Plaintiffs are entitled to attorneys' fees and expenses, and denies that Plaintiffs are entitled to any other relief whatsoever.

AFFIRMATIVE DEFENSES

Without assuming the burden of proof on any issue upon which it would not otherwise bear such burden, and without waiving any of the foregoing denials or defenses, YSI asserts the following affirmative defenses:

1. **Failure to State a Claim.** The Amended Complaint fails to state a claim upon which relief can be granted because Plaintiffs have not adequately alleged facts showing that YSI's Applications constitute "gambling" as defined under the laws of the respective states. Plaintiffs' conclusory allegations that YSI's lawful sweepstakes promotions and entertainment platforms constitute illegal gambling are insufficient to state a cognizable claim under any of the six state statutes cited in the Complaint.

2. **Statute of Limitations.** Some or all of Plaintiffs' claims and the claims of putative class members are barred, in whole or in part, by the applicable statutes of limitations, including but not limited to the six-month limitations period in Alabama Code § 8-1-150(a), the ninety-day period in Tennessee Code § 29-19-104,

the six-month period in Ohio Revised Code § 3763.02, and the six-month period in New Jersey Revised Statutes § 2A:40-5.

3. **Lack of Personal Jurisdiction.** YSI is a foreign corporation organized under the laws of Gibraltar with its principal place of business at 2 Irish Town in Gibraltar, GX11 1AA Gibraltar. The Court lacks personal jurisdiction over YSI to the extent Plaintiffs have not established that YSI has minimum contacts with the State of Alabama or the other relevant states that are sufficient to comport with due process under the Fourteenth Amendment to the United States Constitution.

4. **Waiver and/or Estoppel.** Plaintiffs' claims are barred in whole or in part by the doctrines of waiver and/or estoppel because Plaintiffs voluntarily participated in the activities described in the Complaint with knowledge of the nature and operation of YSI's Applications. Plaintiffs accepted and agreed to the terms and conditions governing the use of YSI's Applications and cannot now assert claims inconsistent with those terms.

5. **Unclean Hands / In Pari Delicto.** To the extent Plaintiffs contend that the activities described in the Complaint constitute illegal gambling, Plaintiffs voluntarily and knowingly participated in those same activities. Under the doctrines of unclean hands and/or in pari delicto, Plaintiffs should not be permitted to profit from their own alleged participation in purportedly illegal conduct.

6. **Failure of Consideration.** To the extent Plaintiffs seek to void any transactions with YSI, Plaintiffs received valuable entertainment and other benefits in exchange for their purchases of virtual currency. Plaintiffs' claims are barred by the doctrine of failure of consideration because they received the full value of the entertainment services and virtual currency for which they paid.

7. **Laches.** The claims of some or all Plaintiffs and putative class members are barred by the doctrine of laches to the extent that Plaintiffs unreasonably delayed in bringing this action, to the prejudice of YSI. During any such period of delay, YSI continued to operate its lawful sweepstakes platforms and may have been prejudiced by the destruction or loss of evidence and the fading of witnesses' memories.

8. **Damages Not Recoverable or Speculative.** Plaintiffs have failed to establish that they or the putative class members suffered any legally cognizable damages. Any alleged damages are speculative, unascertainable, and/or offset by the entertainment value and other benefits received by Plaintiffs and putative class members in exchange for their purchases. Plaintiffs cannot recover damages for voluntary expenditures on entertainment services from which they derived benefit.

9. **Binding Arbitration Agreement.** Some or all of Plaintiffs' claims and the claims of putative class members are subject to binding arbitration pursuant to the arbitration provisions contained in YSI's Terms of Service, to which Plaintiffs agreed as a condition of using YSI's Applications. To the extent that Plaintiffs'

claims are governed by a valid and enforceable arbitration agreement, those claims must be resolved in individual arbitration and cannot be maintained as a class action in this Court.

10. **Class Action Waiver.** Plaintiffs' claims are barred to the extent that YSI's Terms of Service contain a valid and enforceable class action waiver. Plaintiffs agreed to resolve any disputes with YSI on an individual basis and expressly waived the right to participate in any class or representative proceeding. The class action waiver precludes Plaintiffs from pursuing claims on behalf of putative class members.

11. **Choice of Law / Forum Selection.** Some or all of Plaintiffs' claims are barred or otherwise limited by the choice-of-law and/or forum selection provisions contained in YSI's Terms of Service, which Plaintiffs accepted as a condition of using YSI's Applications. To the extent that Plaintiffs' claims are governed by the law of a jurisdiction other than the six states cited in the Complaint, or are required to be brought in a different forum, those claims are not properly before this Court.

RESERVATION OF RIGHTS

YSI reserves the right to amend this Answer, assert additional affirmative defenses, and assert counterclaims or cross-claims as discovery progresses and additional facts become known. YSI further reserves all rights, defenses, and objections available to it under applicable law, rules, and the Alabama Rules of Civil

Procedure, including but not limited to the right to challenge personal jurisdiction, venue, and service of process. This Answer shall not be deemed a waiver of any defenses or objections not specifically stated herein.

PRAYER FOR RELIEF

WHEREFORE, Defendant Yellow Social Interactive, Ltd. respectfully prays that this Court enter an order:

1. Dismissing each and every count of the Amended Class Action Complaint with prejudice;
2. Denying class certification in its entirety;
3. Awarding YSI its reasonable attorneys' fees, costs, and expenses incurred in the defense of this action;
4. Granting such other and further relief as this Court deems just and proper.

Dated: September 25, 2026

Respectfully Submitted,

/s/ John Neiman

John Neiman

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CERTIFICATE OF SERVICE

I hereby certify that I have on this day electronically filed the foregoing document with the Clerk of the Court using the AlaFile Electronic Filing System which will effect service of this filing on all counsel of record, including the following:

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