

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Oscar Jones,  <i>Plaintiff,</i>  <i>-against-</i>  Steven B. Jacobs,  <i>Defendant.</i>
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Index No: 152766/2023

**COMPLAINT**

Dated: April 13, 2023

By Oscar Jones

Plaintiff Pro Se

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### Background

1. My name is Oscar Jones; I am the Plaintiff in this case. For approximately two years after graduating college, I worked as an options trader at a licensed broker/dealer and since leaving that firm I've been self-employed as a software engineer and professional bettor.

2. Defendant is Steven B. Jacobs; he is a Senior Associate working for Herbert Smith Freehills in their NYC office; he also hosts a podcast called "[The Bettor's Verdict – A Herbert Smith Freehills Podcast](#)"; the podcasts' landing page describes Steven as "*joined by industry insider guests to discuss current issues in **gambling** law, **sports** law, and digital law.*"

3. Nine of the last fifteen public posts on Steven's Facebook page ([fb.com/stevesbets](https://fb.com/stevesbets)) are links to an episode of *The Bettor's Verdict*.

4. Steven made sure I was aware of this podcast.<sup>1</sup>

5. Steven has argued in front of New York's First Judicial Department both [on his own behalf](#)<sup>2</sup> and [on behalf of clients](#).<sup>3</sup> He made sure I was aware of this fact.<sup>4</sup>

6. Steven sent me an "Employment Verification" letter ("[Exhibit A/salary](#)") showing he earns a \$415k salary and has been working for Herbert Smith Freehills since November 13, 2017.

7. Steven relied on the air of legitimacy conferred upon him by virtue of his employment to acquire my trust; he then exploited that trust, making false promises and using false pretenses to obtain and wrongfully withhold \$445,071.59 from me personally.

8. Steven also caused harm to my personal and professional relationships when he similarly obtained and withheld property from other acquaintances of mine.<sup>5</sup>

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<sup>1</sup> For example, Steven told me in a phone conversation: "*I host this podcast at work ...*" [referring to *Bettors Verdict*]

<sup>2</sup> Steven can be seen arguing at video position 1:52:00

<sup>3</sup> Steven can be seen arguing at video position 2:30:55

<sup>4</sup> For example, he texted me: "*I have an oral argument in the first department today*"

<sup>5</sup> For example, Steven also obtained and is presently wrongfully withholding \$42k from someone I introduced him to.

9. The subject of this complaint is a partnership between Steven and I, the nature of which can fairly be inferred from this text Steven forwarded me on April 12, 2022 (“[Exhibit B/text\\_forward](#)”). Around October 2022, we commenced such a partnership.

10. Over the course of and in relation to the partnership, I’ve sent no less than \$82,375 to Steven. Steven said he’d use that money to fund a DraftKings (“DK”) sportsbook account in his name, expecting that DK would give him “bonuses” on those deposits.

11. Steven promised he’d share earnings from such bonuses with me based on the amount(s) of my contribution(s).

12. Steven said he had a history of losing at DK, and that if I helped him win by helping him decide what to bet on, he’d share resulting profits with me depending on performance.

13. Currently, Steven claims I am not legally entitled to any profits which resulted from our agreements to split deposit bonuses and/or betting profits.<sup>6</sup>

14. I relied on knowing that Steven is a high-powered New York attorney in assuming that *if* there were anything illegal about our partnership (which I don’t believe is the case), then Steven – an attorney, and one well versed in “*gambling law*” and “*sports law*” at that – wouldn’t participate. It was my belief that an attorney/officer-of-the-court wouldn’t act unlawfully.

15. Upon information (including Steven’s own representations) and belief, at the end of our partnership the total amount of money in (or that had been withdrawn from) Steven’s DK account balance was \$565k; he also owed me \$445k in total, which is/was the sum of:

- a. cash/cash-equivalent “collateral” or “principle” I’d sent him, totaling \$82,375, and
- b. earnings attributable to deposit bonuses, totaling \$13,786, and
- c. my share of profits according to our profit-sharing agreement, totaling \$348,839.

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<sup>6</sup> After I initiated this action by filing a *Summons with Notice*, Steven sent over one hundred texts and emails to me, my family, and my business partners (e.g. “[Exhibit C/blackmail](#)”) attempting to get me to “*back off*” and “*withdraw the summons*”; he said my complaint would be “*frivolous*” and “*baseless*” because among other reasons “*Any sort of ‘profit-sharing agreement’ ... would be contrary to public policy, and therefore void.*”

Steven B. Jacob's scheme to defraud

**Part I: "Upon information and belief"**

16. [According to Herbert Smith Freehills' corporate website](#), Steven works in the firms' "Dispute Resolution and Corporate Crime and Investigations" groups.

17. Upon information and belief, Steven uses specialized knowledge acquired in the course and scope of his job functions, as well as the air of legitimacy conferred upon him by virtue of his job title to carry out a systematic and ongoing practice of using false promises and false pretenses to obtain and wrongfully withhold money from people who he thinks he can later trick or coerce into "walking away."

18. Upon information and belief, despite his promise to share profits with me, Steven never intended to share any profits with me whatsoever.

19. Upon information and belief, Steven never intended to return any of the \$82,375 I sent him.

20. Upon information (including Steven's own representations) and belief, on January 2, 2023, Stevens' DK account balance was approximately \$420k and on that day he initiated a withdrawal request in the amount of \$200k ("[Exhibit D/withdrawal](#)").

21. Steven told me that (in accordance with our profit-sharing agreement) he would pay me \$200k, but that I'd have to wait until the withdrawal was complete.

22. At all times following that withdrawal including *to this day*, Steven claims that DK suspended his account and never honored that withdrawal (or any other.) Steven claims that DK refuses to pay him because DK needs his signature on an "Affidavit of Eligibility" ("[Exhibit E/affidavit](#)") that he is unwilling to sign.

23. Steven told me the reason he is unwilling to sign the affidavit is that he believes it contains one or more false statements, and that as an attorney/officer-of-the-court he must be especially careful not to ever make false statements, especially in writing.

24. Upon information and belief, Steven, not DK, is the one who authored the affidavit.

25. Steven claims that DK stonewalled his withdrawal request for *five weeks* before producing the so-called affidavit to Steven for signature.

26. Upon information and belief, during those five weeks Steven had been “asking around” as to how he might obtain a genuine copy of any affidavit DK had ever given to anyone.

27. Upon information and belief, the reason Steven sought to obtain such a document was so that he could reference it for the purposes of producing a convincing forgery which he would later send to me and falsely claim that DK had sent to him.

28. Upon information and belief:

- i. DK never sent Steven an Affidavit of Eligibility, and
- ii. DK never gave Steven any trouble re: processing his withdrawal request, and
- iii. DK paid Steven promptly and in full.

**Part 2: *The evidence* – Steven B. Jacobs’ material omission of fact**

29. I insisted Steven file a complaint with the New York Gaming Commission (“NYGC”) and the New York Inspector General (“NYIG”) about the allegedly withheld withdrawal; I explained to Steven that DK had no legitimate reason to withhold a withdrawal.

30. Steven gave me a tremendous amount of pushback re: filing these complaints, inventing a variety of pretexts for why he did not want to file a complaint, all of which boiled down to him allegedly feeling that it was too “*legally risky*” to “*involve a regulator*” and/or it might “*get back to him at work*” and be, in so many words, “*bad*”.

31. When Steven realized that under no circumstances would I walk away without seeing these complaints filed, he concocted and carried out a scheme with the intent to trick me into believing they had been filed, when in fact they had not been; details as follows:

a. On February 6, 2023 at 8:34p Steven attached a copy of “[Exhibit F/NYGCcomplaint](#)” to an email with subject line “*Gaming Complaint*” and sent that email to [info@gaming.ny.gov](mailto:info@gaming.ny.gov); he Bcc’d me on this email to “prove” he’d filed it. “[Exhibit G/email\\_and\\_bcc](#)” shows, side by side, the email as it appeared to NYGC and as it appeared to me.

- b. On February 6, 2023, at 8:38p (four minutes later) Steven sent a follow-up email to [info@gaming.ny.gov](mailto:info@gaming.ny.gov) with subject line “*ACCIDENTAL EMAIL COMPLAINT – PLEASE IGNORE*”; he **did not** Bcc me on this email. “[Exhibit H/email\\_and\\_followup](#)” shows, side by side, the initial email and the follow-up email that he sent to NYGC.
- c. The follow-up email had precisely the effects Steven intended it to have, to wit:
- i. NYGC didn’t recognize a complaint as being filed (“[Exhibit I/NYGCrsp](#)”)
  - ii. I falsely believed that a complaint had been filed with the NYGC.
- d. On February 8, 2023, at 8:02p Steven sent me a screenshot (“[Exhibit J/NYIGform](#)”) which “proved” that he’d filed a complaint with NYIG.
- e. On March 28 at 12:07p, a Records Access Officer for NYIG sent me an email (“[Exhibit K/NYIGrsp](#)”) stating “*on February 8, 2023, at 8:01 p.m. we received a partial communication on our online complaint link. No complaint was included in the communication*”

### **Part 3: Steven B. Jacobs knew his omission was material**

32. Before and after ~~allegedly~~ *not* filing complaints with NYGC and NYIG, Steven concocted and carried out a scheme which in his mind would “fully protect” him from any type of legal action I might initiate for the purpose of recovering the money he’d obtained and wrongfully withheld from me; details as follows:

- a. Steven threatened not to file any complaint whatsoever until/unless I furnish him with a signed release from “any and all” liability; he told me the reason he wanted said release was “just in case” he filed a complaint and it had no effect on the allegedly withheld withdrawal; he didn’t think it would be fair if I held him responsible if DK never honored the withdrawal; I agreed that that would be good reason for wanting me to furnish him with a release from liability, if it were his real reason (but it was not.)

b. I anticipated a small chance that it was not his real reason and sought to include certain conditions for *my* protection, which Steven agreed to. I sent Steven a draft of those conditions, he made some edits,<sup>7</sup> and we both signed the first release, which had this stipulation:

*“Conditions. The conditions of this release and covenant not to sue are that (i) on or before 11:59:59 pm on February 6, 2023, Jacobs shall email a complaint to the New York State Gaming Commission ([info@gaming.ny.gov](mailto:info@gaming.ny.gov)) that is substantially similar to the draft complaint that Jacobs emailed Jones on February 3, 2023 at or around 12:56 ET (the “Complaint”); and (ii) **Jacobs shall submit the Complaint\*** to the New York State Inspector General on or before 11:59:59 pm on February 8, 2023 (collectively, the “Conditions”). In the event that Jacobs fails to comply with these Conditions, or in the event that Draftkings honors and pays out any withdrawal request to Jacobs after the date of the execution of this Agreement, then **this Agreement is null and void.**”*

\*This first release/Agreement **is null and void** according to its plainly written terms because Steven Jacobs failed to comply with condition (ii) (See [“Exhibit K/NYIGrsp”](#))

c. Upon information (such as his later attempt to remove it) and belief, Steven’s willingness to include this stipulation was predicated on his assumption that litigation was the only way I could ever learn he hadn’t filed the complaints; other terms of this release were designed to heavily discourage if not outright prevent litigation.

#### **Part 4: Steven’s (ongoing) misrepresentation of “facts” which he knew(knows) were(are) false**

33. On February 8, 2023, Steven texted me: *“Both Conditions met. 🍀 it works.”* **Every part of this statement was false.** Condition (ii) had not been met (See [“Exhibit K/NYIGrsp”](#)). Stevens’ representation that condition (i) had been met **was also substantively false** because four minutes later he’d sent a follow up email with subject line *“ACCIDENTAL EMAIL COMPLAINT – PLEASE IGNORE”*. Steven’s representation that he was *“🍀[hoping] it works”* **was also false** because the only thing Steven hoped for was to trick me into believing both complaints had been filed and were to the best of his knowledge being investigated, **which he knew was false.** I did not know these statements were false until March 21, 2023, which Steven was counting on when

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<sup>7</sup> I originally phrased the DK [non-]payment condition as a *“time in force”* such that if it ever came to light DK already paid Steven, the release would never be in force. Steven re-phrased it as *“[this release is void if DK pays me] after the date of the execution of this Agreement”* and I did not detect the difference. I can only guess as to why he made this change.

he later (and before March 21, 2023) coerced me into signing an “unconditional” release (which he’s also referred to as a “settlement”, such as when he responded to present settlement attempts with: “*we already signed a settlement agreement.*”)

34. On February 10, 2023, Steven texted me (in response to my question of how he was expecting NYGC to contact him): “*I assume it would be my email w gaming.*” **This statement was false** because in fact, Steven was assuming NYGC would not be contacting him at all; also, Steven knew this statement was false when he made it and he made it anyway with the intent to trick me and influence my behavior to his benefit and at my expense.

35. On February 18, 2023, Steven texted me: “*I’m out a shit ton of money here and I’m not paying more*”. **The first part of this statement was false** because Steven was not in fact “*out a shit ton of money.*” He had used false promises and pretenses to obtain and wrongfully withhold money from me (and a person I introduced him to) which didn’t belong to him. He’d achieved a windfall profit at our expense and was in fact **up** (not “out”) “*a shit ton of money.*”

36. On February 18, 2023, Steven texted me: “*U know I filed them*” (meaning the complaints.) **This statement was false** because in fact, he had not filed either of them.

**Part 5: The second release (a.k.a. “settlement”) and other attempts to prevent/halt litigation.**

37. Between February 18, 2023, and February 22, 2023, Steven sent me the following messages, all of which were intended to trick me into believing legal recourse would never be available to me and consequently, that my only hope of getting my money back was Steven’s good faith:

- a. “*[I’m] Fully legally protected from a lawsuit from you*”
- b. “*Well we already know u can’t sue*”
- c. “*If u sue me u owe me 250k*”
- d. “*If u sue me I will push u into bankruptcy*”
- e. “*Btw bankruptcy includes marriage*”
- f. “*There will be significant counterclaims against you and your wife’s*” property”
- g. “*I hope your wife is too, since I will be relentless in pursuing marital property*”



38. On February 22, 2023, Steven sent me the following message: *“I will be sending you a very simple and unconditional release later today to ensure any lawsuit will be immediately dismissed ... you will Sign ... If you don’t sign, then I’m withdrawing the complaints.”*

39. Steven knew I still believed there were open/active complaints which could be withdrawn (**he also knew that that was false**), and he knew I believed that if he withdrew those complaints, I’d never recover any of the money he owed me.

40. At 11:00a that same day, Steven sent me an email with subject: “Mutual Release” which said: *“Per discussion [referencing his threat: “If you don’t sign, then I’m withdrawing the complaints.”] I have already signed. Please sign and date and return to me a fully executed version.”*

41. I felt like my only hope of recovering the \$82,375 I’d already sent to Steven and the \$445,071.59 in total which he owed me (and still owes me) was to:

- i. sign the release regardless of what it said, and
- ii. hope Steven was telling the truth (he was not), and
- iii. hope Steven would do the right thing when DK paid him (he did not.)

42. At 11:04a that same day, I returned a signed copy of the attached release; looking over it now, it seems to me that the only substantive difference between it and the first release is the removal of the conditions governing enforceability. I assume the “mutual” in “mutual release” refers to the fact that it provides neither party with consideration in exchange for signature.

43. On February 25, 2023, I sent Steven a follow-up message primarily to check in on the status of the complaints, but which concluded: *“I don’t think there’s been a single instance over the last several weeks where you have been the one to proactively give a status update.”*

44. That is an accurate description of reality; not once did Steven give a status update of his own accord; every status update given was responsive to a follow-up initiated by me.

45. Steven’s response to that message was *“You’re such a piece of shit Oscar.”*

46. Steven sent several more texts and concluded *“I believe I have a contract from two days ago saying you’re owed nothing”* and *“now ur blocked”*.

47. When Steven learned I'd initiated a lawsuit by filing a *Summons with Notice*, he unblocked me and sent the following messages to a group chat with a different partner of mine:

- i. *"I would strongly advise you to get Oscar to back off from his frivolous and psychotic litigation tactics. His sole goal of destroying my career is illegal, and if he goes through with it your name, business and betting tactics will inevitably be plastered all over the NY Court system. It will be disastrous for all parties."*
- ii. *"I see the summons was returned to you for correction. Simply do not file anything else, and I won't enforce the covenant not to sue (assuming of course that you back off). This is nearly the last chance to avoid a disastrous result for the three of us, your brother, and your wife."*
- iii. *"If this<sup>(1)</sup> goes forward, I will be alerting every sportsbook in every state about your illegal operation<sup>(2)</sup>"*  
[referring to (1) this lawsuit and (2) the type of profit-sharing agreement Steven entered into with me as described herein]
- iv. *"I am saying nothing further except that you need to get Oscar to back off."*
- v. *"[Oscar] is a dangerous piece of shit who is trying to get me fired and extorting me"*
- vi. *"And if he goes forward with filing a complaint your business will get torched in the process"*
- vii. *"Unless Oscar is going to reaffirm no litigation, I am leaving this chat"*
- viii. *"Happy to continue discussing if you get Oscar to back off and respect his contract. Otherwise his extortion will get me fired so I will have nothing else to live for but to litigate against you both"*
- ix. *"The only reason I haven't involved the FBI is to try to preserve my job. Once you are successful in destroying that I will be going straight to the authorities"*
- x. [responding to: *"Steven if you withdrew the complaint 4 minutes after you sent it you're obviously trying to steal the money."*]  
*"Steal" "*
- xi. *"I'm sorry how many times did you say any money in my DK account was mine"*  
[referring to my saying repeatedly in discussions re: the affidavit ("Exhibit E/affidavit") DK had allegedly sent him: *"the money in your DK account is yours because you'd still owe me according to our profit-sharing agreement even if they don't pay you"*]
- xii. *"Also there is no money so stop this nonsense before everyone's businesses are destroyed"*
- xiii. *"Oscar may be judgment-proof but you certainly aren't"*
- xiv. *"If Oscar is successful in getting me fired then the first thing I do will be a lawsuit against you, and my career is worth a lot, I will be seeking 8 figures in damages."*
- xv. *"Get Oscar to stop. It's in everyone's interests. He has no chance at winning a lawsuit, and even if he does I have no money."*
- xvi. *"The moment he files a complaint this is over. There will be nothing left to do but litigate bc the cat will be out of the bag."*
- xvii. [responding to: *"Hey steven have you ever considered just doing the right thing and paying me what you owe me?"*]  
*"You signed a contract saying I owe you nothing, and now lying abt "duress" and you're lecturing me about the right thing?"*
- xviii. *"Happy to have a settlement discussion with a lawyer, as I told you by email"*
- xix. *"It's fine, I'll get fired bc Oscar will be successful in his sole goal, and then my sole purpose will be to litigate against you two extortionists"*
- xx. *"I already said to Oscar 12 times that I will have a settlement discussion, he doesn't seem to want to"*
- xxi. *"He already signed a contract he is not honoring"*
- xxii. *"You must understand. If Oscar goes through with his illegal threat, I will have nothing to lose but to engage in litigation and vindicate my rights. So you really really should talk him down"*

- xxiii. *"I have \$0";*  
*"It's the truth";*  
*"Here is my current bank balance:"*  
*"Well it's \$6"*  
*"Not going to send a screenshot that Oscar can throw into a complaint"*
- xxiv. *"I am not signing a note to you for half a million dollars"*
- xxv. *"If you want to have a sreasknavle ettlement [sic] discussion that's fine, but that is simply impossible and can't happen"*
- xxvi. *"Ok so you're going to go forward with your extortion attempt bc I won't pay you a half a million to which you are not entitled"*
- xxvii. [then, following a phone call in which a "reasonable settlement discussion" was attempted and Steven offered to pay \$36k/year]  
*"You have opted to continue to extort me"*
- xxviii. *"You may be successful in getting my career in trouble but you will both be dealing with consequences for your illegal behavior for a long time"*
- xxix. [responding to: "Steven has offered 36k/year for 12.5 years. I politely declined."  
*"for the record I never agreed to 12.5 years, but irrelevant since you declined"*
- xxx. *"I don't owe you a dime"*
- xxxi. *"The only obligation between us is Oscar owes me \$250k for breaching the covenant not to sue"*
- xxxii. *"If I wasn't concerned abt preserving my job I would be going straight to the FBI"*
- xxxiii. *"[Extortion is a] Textbook definition of what you are doing."*
- xxxiv. *"It's not too late to stop, but I understand you don't care abt adhering to the law"*
- xxxv. *"I just want you to stop. Nothing else. The moment this is filed I am going to be reporting it bc at that point it's too late"*
- xxxvi. <https://www.justice.gov/usao-sdny/pr/michael-avenatti-sentenced-over-two-years-prison-attempting-extort-nike-and-defrauding>
- xxxvii. [after 30 minutes without a response]  
*"I trust that now that you realize your illegal conduct you will withdraw the summons and stop with the nonsense?"*
- xxxviii. *"Fuck it you won't listen to reason. I'm reporting this to the FBI Monday if you don't reverse course. I will tell your family the same in the email thread." (See "Exhibit C/blackmail")*
- xxxix. *"You obviously can't "reasonably believe" I committed larceny. You may subjectively believe it, but that's different than a reasonable belief (if that is even a defense at all, you didn't cite to anything)"*
- xl. *"Regardless we will Let the authorities sort it out Monday if you don't back off."*
- xli. *"I'm sick of being your victim just bc I fear for my career"*
- xlii. *"You signed a settlement agreement and now you're extorting me for more. You are a criminal and you are scum."*
- xliii. *"Also any "reasonable belief" would be wholly negated by your sworn affidavit and settlement agreement"*
- xliv. *"You are committing extortion by threatening my career unless you are paid money. As you well know. You have been advised by me and others that your lawsuit is frivolous"*  
[for the avoidance of doubt, Steven is the only person who has ever advised me that my lawsuit would be "frivolous", and I've never threatened Steven with anything other than the filing of this complaint, and even that... only if we can't reach settlement.]
- xlv. *"FBI Monday unless your family changes your mind"*

*xlvi. "Just withdraw the summons you total moron"*

### Causes of action

#### **I. Breach of Contract.**

Defendant Steven B. Jacobs failed to fulfill his contractual obligations, resulting in damages to me. As a victim of this breach, I aim to recover from Steven all that I am lawfully entitled to recover.

#### **II. Fraud.**

Defendant Steven B. Jacobs intentionally misrepresented material facts, which I reasonably relied upon, causing me to suffer damages. As a victim of this fraud, I aim to recover from Steven all that I am lawfully entitled to recover.

#### **III. Conversion.**

Defendant Steven B. Jacobs wrongfully exercised control over my property, depriving me of its use and possession. As a victim of this conversion, I aim to recover from Steven all that I am lawfully entitled to recover.

#### **IV. Unjust Enrichment.**

Defendant Steven B. Jacobs was unjustly enriched at my expense, and it would be inequitable for him to retain the benefits without compensating me. As a victim of this unjust enrichment, I aim to recover from Steven all that I am lawfully entitled to recover.

#### **V. Breach of Fiduciary Duty.**

Defendant Steven B. Jacobs breached his fiduciary duty to me, causing me to suffer damages. As a victim of this breach of fiduciary duty, I aim to recover from Steven all that I am lawfully entitled to recover.

#### **VI. Rescission**

Due to fundamental issues with the formation of the second "unconditional" liability release, I seek rescission to unwind or cancel that release and return Steven and I to our pre-second-release positions.

**Relief**

I respectfully request the following relief:

- I. A declaration that the second "unconditional" release is void and unenforceable due to its procurement through false pretenses and economic duress.
- II. An award of compensatory damages for all losses incurred as a result of the Defendant's actions, including but not limited to, breach of contract, fraud, conversion, unjust enrichment and breach of fiduciary duty, in an amount to be determined at trial.
- III. An award of pre- and post-judgment interest on all monetary damages awarded at the maximum rate allowed by law.
- IV. An award of Plaintiff's reasonable attorneys' fees and costs incurred in connection with this action, to the extent permitted by law.
- V. A finding that Defendant is liable for punitive damages due to the willful, wanton, and malicious nature of the Defendant's conduct, in an amount to be determined at trial; and
- VI. Such other and further relief as the Court deems just and proper.

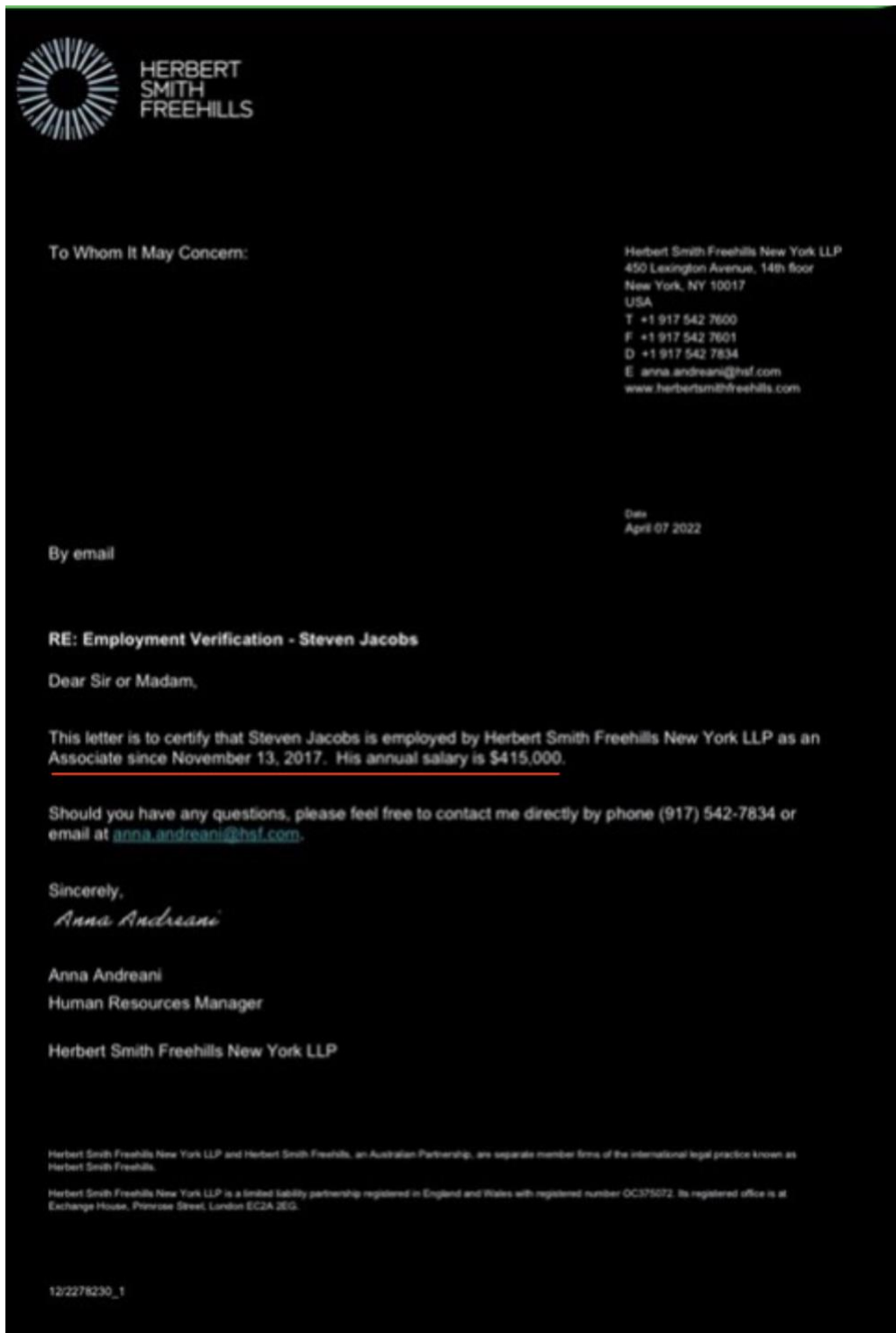
**Exhibits**

**[Exhibits begin on next page]**

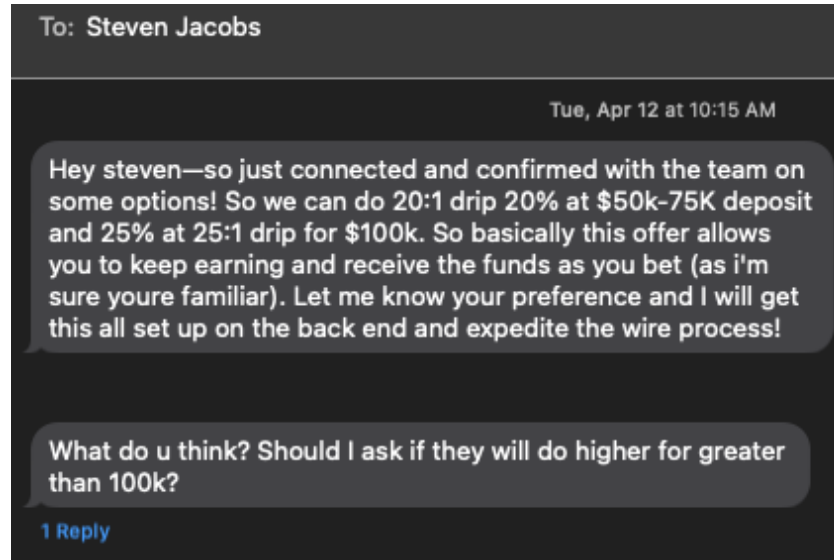
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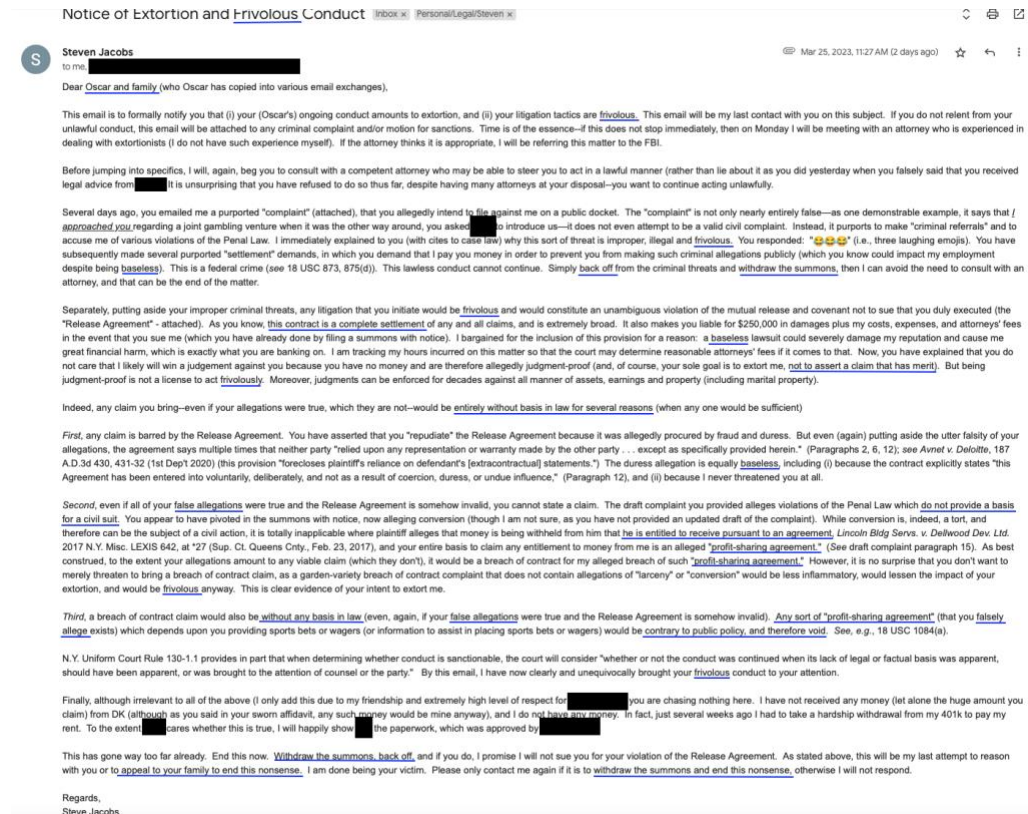
I. "Exhibit A/salary"



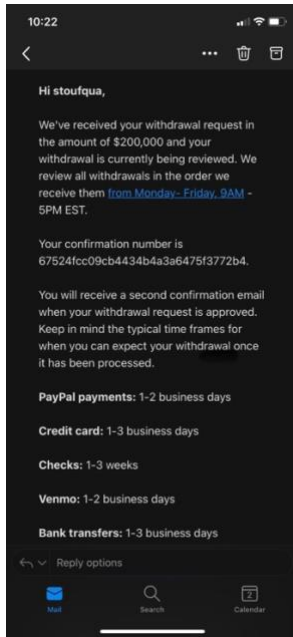
## II. "Exhibit B/text\_forward"



## III. "Exhibit C/blackmail"



IV. "Exhibit D/withdrawal"



V. "Exhibit E/affidavit"

**AFFIDAVIT OF ELIGIBILITY**

I, \_\_\_\_\_, currently reside at \_\_\_\_\_, and I declare under penalty of perjury:

1. I submit this Affidavit of Eligibility to Draftkings Sportsbook ("Draftkings").
2. I hereby represent and warrant that:
  - a) My date of birth is \_\_\_\_\_;
  - b) My telephone number is \_\_\_\_\_;
  - c) My email address registered with Draftkings is \_\_\_\_\_; and
  - d) At all relevant times I have been physically located in the State of New York when placing wagers on Draftkings.
3. I hereby represent and warrant that I have been provided with and reviewed the Terms of Use of Draftkings Sportsbook (last updated January 8, 2022) (the "Terms of Use"), which constitute a legal agreement between Draftkings and I with respect to my use of Draftkings.
4. I hereby represent and warrant that my registered name on Draftkings is \_\_\_\_\_ and that this is the only account I have established with Draftkings.
5. I hereby represent and warrant that since at least January 1, 2022, I have fully complied with Draftkings Terms of Use. I understand that these Terms of Use require that:
  - a) All funds deposited into my Draftkings account are my own; I have not deposited funds, placed wagers and/or maintained balances on behalf of anyone except myself; and
  - b) I have the sole financial interest in my Draftkings wagers. All bets and wagers are my own, and I have not placed any bets or wagers on behalf of any other individual.
6. I hereby represent and warrant that I understand that there are certain Federal prohibitions and restrictions regarding internet gaming, including 18 U.S.C. §§ 1084 et seq. (the "Wire Act"), and that the Wire Act makes it a federal offense for persons physically located outside of the State of New York to engage in internet wagering through a New York operator.
7. I hereby represent and warrant that I have fully complied with the Wire Act, and I have not placed any wagers on Draftkings on behalf of any individuals located outside the State of New York, or on behalf of any individuals other than myself.
8. I hereby represent and warrant that all statements made by me in this Affidavit of Eligibility are true and correct. If any statement or representation made by me in this Affidavit of eligibility is false or misleading, I agree to immediately return any funds I have received or will receive from Draftkings, and that Draftkings may pursue all available legal remedies against me in connection therewith.
9. I fully and completely understand all of the terms of this Affidavit of Eligibility, and sign this Affidavit of Eligibility voluntarily and freely.

\_\_\_\_\_  
I, \_\_\_\_\_, notary registration number \_\_\_\_\_ hereby certify that on \_\_\_\_\_ appeared before me and he confirmed the accuracy of the above Affidavit of Eligibility and signed it in my presence.

Notary



VI. "Exhibit F/NYGCcomplaint"

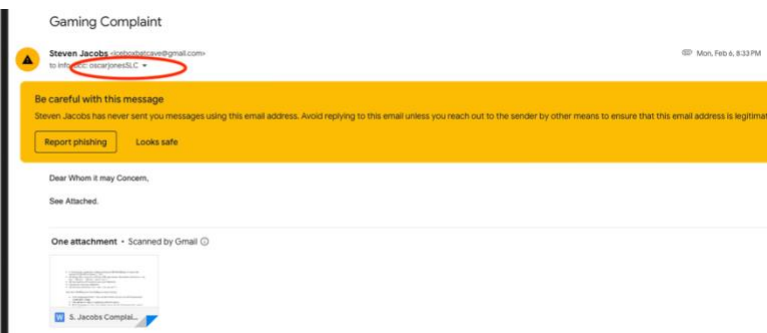
- I, [REDACTED], requested a withdrawal from my DK (DraftKings) account in the amount of \$200,000 on January 2, 2023
- On January 9th, I received a call from a DK representative (hereinafter referred to as "my host", "DK host", "VIP host", and/or "host")
- My host asked me if I wished to cancel my withdrawal.
- I declined to cancel my withdrawal.
- My host then asked if me I was "sure" ("are you sure?")

Since then, DraftKings has been holding my money hostage.

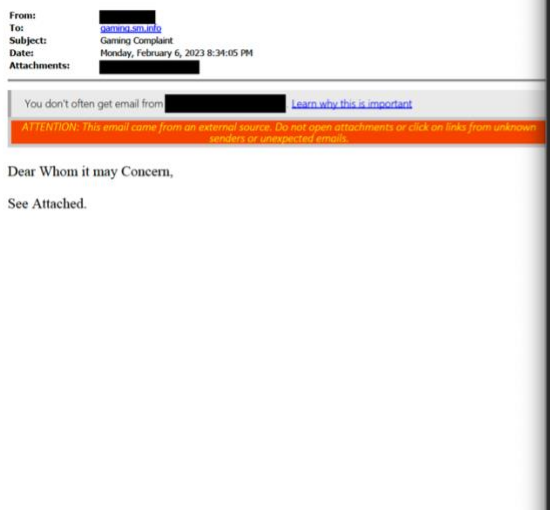
- At the beginning of week 2, they said they would send me a list of documents they wanted me to submit.
- Near the end of week 2, I still had not received said list.
- At the beginning of week 3, they finally sent me the list of documents they wanted me to submit.
- I submitted the requested documents the same day I received the request for them.
- At that point in time, I was still able to bet, and continued to do so.
- Near the end of week 3 — Thursday January 19, 2023 — I won \$93,500 — the most I'd ever won on my account in a single day.
- That same day, DK disabled my account. When I try to log in, I get an error message that says, "We've disabled your account for your security".
- My account is still disabled. I cannot sign in to check my balance or request additional withdrawals.
- At the end of week 3, they were still "reviewing" the documents I had submitted nearly a week earlier.
- My host assured me that the review was almost finished, and that I would have an update no later than Monday (the beginning of week 4).
- At the end of week 4, I still had not received payment.
- On the first Monday of week 5 (January 30), they sent me an "affidavit of eligibility" and asked for my signature.
- I don't think it's necessary for me to sign any affidavit to receive my money.

Please instruct Draftkings to reactivate my account and send my funds ASAP.

VII. "Exhibit G/email\_and\_bcc"



VIII. "Exhibit H/email\_and\_followup"




IX. "Exhibit I/NYGCrsp"

NYS Gaming Commission Records Access Office  
to me

1:31 PM (1 minute ago)

--- Please respond above this line ---



RE: FOIL Records Request of March 21, 2023, Reference # R000047-032123

Dear Oscar Jones,

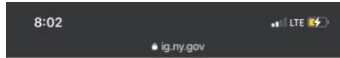
This letter responds to your request for records under the Freedom of Information Law received by the NYS Gaming Commission on March 21, 2023. You requested:

**"Any complaint-opening email correspondence which was Received on February 6, between the hours of 5pm and 10pm ET, and has **info@gaming.ny.gov** as to TO field of the email, and has the subject line "Gaming Complaint",**

**If no records are a match for the above criteria, please respond with a statement affirming that no such record exists."**

The NYS Gaming Commission has reviewed its files and has located responsive records to your request. Please note that the responsive records were not included in the package of records provided via your prior request as the sender of the complaint in question had immediately sent a follow up email requesting that that the complaint be disregarded. Both records are included.

X. "Exhibit J/NYIGform"



## Gaming Inspector General Complaint Form

Thank you submitting an online complaint to the Offices of the New York State Inspector General. All complaints received are fully reviewed. Please note that as most investigations are conducted on a confidential basis, and because complaints alleging improper conduct not within the jurisdiction of these offices are routinely forwarded to other appropriate agencies or law enforcement partners, it is often not possible to inform a complainant regarding the status of an ongoing investigation.

[Back to form](#)

**Offices of the  
Inspector General**

Website \_\_\_\_\_

Accessibility \_\_\_\_\_

XI. "Exhibit K/NYIGrsp"

Your FOIL request Inbox x



**Steve DeGiacco**

Mon, Mar 27, 3:09 PM (22 hours ago) ☆

RE: FOIL 011-2023 Dear Oscar Jones: This email responds to your Freedom of Information Law request for rec...



**Oscar Jones**

Mon, Mar 27, 6:58 PM (18 hours ago) ☆

Hi Steve, thank you very much for your assistance. I've had a chance to review your response to my inquiry an...



**Steve DeGiacco**

12:07 PM (1 hour ago) ☆ ↩ ⋮

to me ▾

Dear Mr. Jones:

I just re-searched our database and found that on February 8, 2023, at 8:01 p.m. we received a partial communication on our online complaint link. No complaint was included in the communication, which is why it was not picked up in my previous search.