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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SWISH ANALYTICS, INC., Plaintiff, vs. ODDSJAM, INC., a Delaware corporation; OPTICODDS, INC., a Delaware corporation; and DOES 1-10, Defendants. ODDSJAM, INC., a Delaware corporation; OPTICODDS, INC., a Delaware corporation. Cross-Complainants, vs. SWISH ANALYTICS, INC., Cross-Defendant.	Case No. CGC-24-621009 **DEFENDANTS ODDSJAM, INC. AND OPTICODDS, INC.'S CROSS COMPLAINT FOR** **(1) CARTWRIGHT ACT VIOLATION** **(2) TRADE LIBEL** **(3) UNFAIR COMPETITION** **(4) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE** **(5) BREACH OF CONTRACT** **DEMAND FOR JURY TRIAL** Judge: Hon. Christine Van Aken Dept.: 301 Action Filed: December 27, 2024 **<u>REDACTED</u>** **PUBLIC – REDACTS MATERIALS FROM CONDITIONALLY SEALED RECORD**

CROSSCLAIMS

Defendants/Cross-Complainants OddsJam, Inc. and OpticOdds, Inc. (collectively, "Cross-Complainants") hereby allege as follows:

PRELIMINARY STATEMENT

1. Defendants and Cross-Complainants OddsJam, Inc. and OpticOdds, Inc. bring these claims to put an end to Plaintiff and Cross-Defendant Swish Analytics, Inc.'s ("Swish's") acts of unfair competition and algorithmic price fixing that have decreased competition in the market for online sports betting and in related, downstream markets. Defendants also seek redress for Swish's trade libel, intentional interference with Defendants' economic relationships with customers and prospective customers, and for breach of contract.

2. Swish has claimed in this lawsuit that it has spent years and great effort developing sophisticated odds-making algorithms and software infrastructure to create predictions for sporting events. Swish then enters license agreements with a wide range of sports betting companies [redacted]

3. [redacted] In other words, Swish is [redacted].

4. [redacted].

5. The process that Swish orchestrates is illegal under California's Cartwright Act, which prohibits providing a common algorithm for price setting to multiple competing parties [redacted].

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6. Separate and apart from Swish's illegal, anticompetitive algorithmic price setting, months before filing this lawsuit, [redacted]

7. [redacted]

PARTIES

8. Defendant and Cross-Complainant OddsJam, Inc. ("OddsJam") is a corporation organized and existing under the laws of Delaware with its principal place of business in Falls Church, Virginia.

9. Defendant and Cross-Complainant OpticOdds, Inc. ("OpticOdds") is a corporation organized and existing under the laws of Delaware with its principal place of business in Falls Church, Virginia.

10. Plaintiff and Cross-Defendant Swish Analytics, Inc. ("Swish") is a corporation organized and existing under the laws of Delaware with its principal place of business in San Francisco, California.

RELEVANT FACTUAL BACKGROUND

Swish's Anticompetitive Sports Betting Algorithm Reduces Price Competition Among Competing Sportsbooks

11. Sports betting companies such as Fanduel, bet365, and DraftKings offer websites where bettors can place bets on the outcome of sporting events. These sportsbooks compete with each other and many other sportsbooks to offer the best terms to bettors. A bettor who believes, for example, that the Golden State Warriors will win a future game will look for the sportsbook offering the "best" price or moneyline for that bet—for example, a sportsbook offering a

moneyline of Warriors (+150) will pay off more on a winning bet ($150 for a $100 bet) than a sportsbook offering a moneyline of Warriors (+130) ($130 for a $100 bet).

12. In modern sports betting, the odds that a sportsbook offers are updated in real time, moment by moment. So, for example, a sportsbook might offer an opening price or moneyline showing the Warriors at +150, then as bets start to come in, the sportsbook will adjust its moneyline based on the volume of bets placed on both the "over" and the "under" side of any particular bet, and other factors, in an effort to minimize their risk.

13. OddsJam and OpticOdds are sports betting companies that provide tools and information to their customers for identifying sports betting market information, including data that allows consumers and businesses in the sports betting industry to compare odds information across various sportsbooks. Over the past five years, OddsJam and OpticOdds have invested significant resources to develop technology and expertise that allow them to lawfully aggregate odds information so that it can be appropriately used and understood by their customers, who use this information in a variety of markets and sports.

14. One of the products offered through OddsJam is a consumer-facing portal that helps individuals find the best sportsbook to place their bets. OddsJam provides this service through a real-time screen that shows the different pricing and betting odds being offered by a wide range of sportsbooks, giving consumers price transparency. OpticOdds and OddsJam collect this data through, for example, formal partnerships and relationships where sportsbooks that have relevant data have granted them API access to collect the data.

15. Thousands of individual consumers use the OddsJam screen to strategically place bets on whichever particular sportsbook is offering the most favorable pricing and betting odds for the bet they want to place at any given moment. The appeal of the OddsJam screen relies on different sportsbooks offering pricing and betting odds that are different from each other. The OddsJam screen provides consumers transparency into bet pricing across a large number of sportsbooks so that consumers may pick the most favorable pricing and betting odds. If all sportsbooks offered the same pricing and betting odds on all bets, demand for this product would be significantly diminished, if not eliminated.

16. Swish Analytics is a technology company that claims that it provides predictive sports analytics to sportsbooks, among other services. [redacted] Swish then [redacted]

17. Sportsbooks that have license agreements with Swish [redacted]

18. [redacted], [redacted]. [redacted]

19. [redacted] and recently posted job opportunities at Swish seeking data and software engineers where experience with web scraping was a requirement of the position. [redacted]

20. On information and belief, [redacted].

21. [redacted]. [redacted].

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22. In short, Swish [redacted] to help the sportsbooks set the price of the bets they offer, and [redacted] that are competing with each other.

23. The natural effect [redacted] is a convergence on the price being offered for any bets where Swish is providing its "odds information" to sportsbooks. Because these sportsbooks [redacted], the sportsbooks naturally come to offer highly similar or identical pricing and betting odds [redacted] reducing price variation and thus competition in the sports betting market.

Swish Embarks on an Unlawful Plan to Destroy OddsJam and OpticOdds

24. [redacted]

25. [redacted]

26. [redacted]

27. [redacted]

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28. [redacted]

29. [redacted]

30. [redacted]

31. [redacted]

32. [redacted]

33. [redacted]

34. [redacted]

35. [redacted]

36. [redacted]

37. [redacted]

[redacted]

38. [redacted]

39. [redacted]

40. [redacted]

41. [redacted]

42. [redacted]

43. [redacted]

[redacted]

44. [redacted]

45. [redacted]

46. [redacted]

47. [redacted]

48. [redacted]

49. [redacted]

50. OddsJam and OpticOdds bring this action to stop Swish's unlawful actions and to seek redress for the substantial damages they have suffered.

<u>FIRST CAUSE OF ACTION</u>

(Violation of the Cartwright Act, Cal. Bus. & Prof. Code § 16729)

51. Cross-Complainants incorporate by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

52. Swish has [redacted] Swish has alleged that its customers include "***virtually every … Tier 1 US betting operator website and a variety of global Tier 1 operators***."

53. [redacted]

54. Swish's conduct has restrained trade. For example, Swish's conduct leads sportsbooks to converge on the same betting lines and prices, thereby reducing pricing choices for consumers and reducing competition among sportsbooks to offer alternative prices.

55. Cross-Complainants are directly harmed by Swish's anticompetitive conduct. A core part of their business depends on providing price transparency to consumers, giving them the ability to efficiently find different pricing for different bets. Another aspect of Cross-Complainants' business relies on sportsbooks' need for access to this same price transparency.

SECOND CAUSE OF ACTION

(Trade Libel)

56. Cross-Complainants incorporate by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

57. [redacted]

58. Swish made the statements to at least one third-party [redacted]

59. The statements were untrue.

60. Swish knew the statements were untrue or acted with reckless disregard for the truth or falsity of its statements.

61. Swish knew or should have recognized that the sportsbooks would act in reliance on Swish's statements, causing Cross-Complainants financial loss.

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62. Swish's conduct was a substantial factor in causing Cross-Complainants' loss.

THIRD CAUSE OF ACTION

(Unfair Competition - Cal Bus. & Prof. Code § 17200 *et seq*)

63. Cross-Complainants incorporate by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

64. California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. ("UCL") defines unfair competition to include "any unlawful, unfair or fraudulent business act or practice."

65. Swish is a "person" within the meaning of the UCL.

66. Cross-Complainants have standing to sue under the UCL, as they have suffered injury in fact and lost money as a result of Swish's actions as set forth herein.

67. As alleged herein, Swish's acts constitute unlawful, unfair, and/or fraudulent business practices within the meaning of the UCL.

68. Swish's acts as alleged herein are "unlawful" within the meaning of the UCL, including because Swish's conduct constitutes trade libel and Cartwright Act violations, and intentional interference with prospective economic advantage in violation of California law.

69. Swish's acts as alleged herein are "unfair" within the meaning of the UCL, including because its actions significantly threaten and harm competition in the market for sports betting and for analytics and price transparency tools in the sports betting market, like the OddsJam screen.

70. Swish's business acts and practices, as alleged herein, were intended to cause harm within the state of California.

71. Cross-Complainants have suffered and will continue to suffer harm as the direct and proximate result of Swish's unfair acts and practices.

72. Swish's business acts and practices, as alleged herein, have caused substantial harm to Cross-Complainants, including, without limitation, the loss of licensing revenue and loss of customers due to decreased price competition among sportsbooks.

73. Unless enjoined by this Court, Swish's ongoing and improper conduct will continue, and Cross-Complainants will be further harmed. Absent injunctive relief, Cross-

Complainants have no means by which to control Swish's unlawful and unfair conduct as alleged herein. Cross-Complainants are thus entitled to injunctive relief prohibiting Swish from continuing such acts of unfair competition. Accordingly, pursuant to Cal. Bus. & Prof. Code § 17203, Cross-Complainants seek an order of this Court enjoining Swish from continuing to engage in unlawful, unfair, or deceptive business practices and any other act prohibited by law.

74. Further, pursuant to Cal. Bus. & Prof. Code § 17203, Cross-Complainants seek restitution in the maximum amount permitted by law and equity.

FOURTH CAUSE OF ACTION

(Intentional Interference with Prospective Economic Advantage)

75. Cross-Complainants incorporate by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

76. Cross-Complainants were in an economic relationship with sportsbooks, including Hard Rock, that probably would have resulted in an economic benefit to them.

77. Swish knew of those relationships.

78. Swish engaged in wrongful conduct, including conduct which constitutes trade libel and Cartwright Act violations, [redacted].

79. By engaging in this conduct, Swish intended to disrupt Cross-Complainants' economic relationships, or knew that disruption of those relationships was substantially certain to occur.

80. The relationships were disrupted.

81. Cross-Complainants were harmed.

82. Swish's conduct was a substantial factor in causing the harm.

FIFTH CAUSE OF ACTION

(Breach of Contract)

83. Cross-Complainants incorporate by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

84. [redacted].

85. OddsJam did all or substantially all the significant things the contract required of it.

86. [redacted].

87. [redacted]

88. Swish's breach of the contract was a substantial factor in causing OddsJam's harm.

PRAYER FOR RELIEF

WHEREFORE, Defendants/Cross-Complainants OddsJam and OpticOdds pray for relief as follows:

1. For damages in an amount subject to proof at trial;
2. For punitive and treble damages;
3. For pre- and post-judgment interest;
4. For attorney's fees and costs;
5. For an award of restitution in the maximum amount permitted by law and equity;
6. For all appropriate injunctive relief; and
7. For such other and further relief as the Court may deem just and proper.

Dated: August 3, 2026

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By: ______________________________
Alex Reese

Attorneys for Defendants ODDSJAM, INC. and OPTICODDS, INC.

JURY TRIAL DEMAND

Cross-Complainants hereby demand a jury trial on all issues and claims so triable.

Dated: August 3, 2026

FARELLA BRAUN + MARTEL LLP

By: ______________________________

Alex Reese

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