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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ROTO SPORTS, INC., a Delaware corporation Plaintiff, vs. SWISH ANALYTICS, INC., a Delaware corporation Defendant.	Case No. **ROTO SPORTS, INC.'S COMPLAINT FOR MISAPPROPRIATION, RESTITUTION / UNJUST ENRICHMENT, AND UNFAIR COMPETITION** **DEMAND FOR JURY TRIAL**

Plaintiff Roto Sports, Inc. ("RotoWire"), by and through its attorneys, hereby brings this Complaint against Defendant Swish Analytics, Inc. ("Swish" or "Defendant") and alleges as follows:

STATEMENT OF THE CASE

1. RotoWire is a Delaware corporation that provides sports news, player information, and tools used for fantasy sports, daily fantasy sports, and online sports betting and gambling content. With a longtime presence in California and current headquarters in Wisconsin, RotoWire provides tools and information for its customer and client base to keep up with sports news, and it is a premier provider of time-sensitive sports information, such as player injuries, team lineups, and more. RotoWire.com, RotoWire's primary product, is a fantasy sports news site which features player news and statistical data for fantasy players in a variety of sports and leagues.

2. Since 2001, RotoWire has invested significant resources to develop technology and expertise to allow it to produce real-time sports news and analysis and license it for a variety of markets and sports.

3. RotoWire has invested tens of millions of dollars, hundreds of thousands of hours of employee time, and other significant efforts to improve and update its sports news and statistical products to adapt to and remain at the forefront of the changing fantasy sports and sports betting marketplace.

4. Creating accurate and timely sports news and statistical information requires significant effort and investment. As a result, RotoWire's products have significant value for its customer and client base. That value is necessarily time sensitive. Customers for this type of data are seeking up-to-moment information regarding player injuries, trades, lineup changes and more because it is valuable to be able to place a time-sensitive bet or make a time-sensitive choice for a fantasy sports roster, for example. RotoWire is widely viewed in the industry as one of the leading providers of this type of time-sensitive information.

5. Swish is a technology company that provides predictive sports analytics and data products in the sports betting market. Swish sells sports betting and fantasy analytics information to various customers and clients, including individuals, sportsbooks, and fantasy operators. Swish

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sells access to analytics information and products that depend on the automated and unauthorized collection of fantasy sports news and information created by RotoWire and others. Swish markets and makes available various tools, like an algorithmic real-time NBA injury reporting tool designed for fantasy players, bettors, and sports fans, which update in real time based on data and news Swish obtains from RotoWire and others. RotoWire brings this action to stop Swish's unlawful conduct.

PARTIES

6. Plaintiff RotoWire is a corporation organized and existing under the laws of Delaware with its principal place of business in Wisconsin.

7. Defendant Swish Analytics, Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business in San Francisco, California.

RELEVANT FACTUAL BACKGROUND

8. Launched in 2001, RotoWire offers a suite of products used for fantasy sports entertainment and for sports betting purposes. Its products include a news site focusing on providing up-to-the-moment data on the major U.S. baseball, football, basketball, and hockey leagues. RotoWire also provides sports data for golf, some college sports, mixed martial arts, e-sports, and other sports.

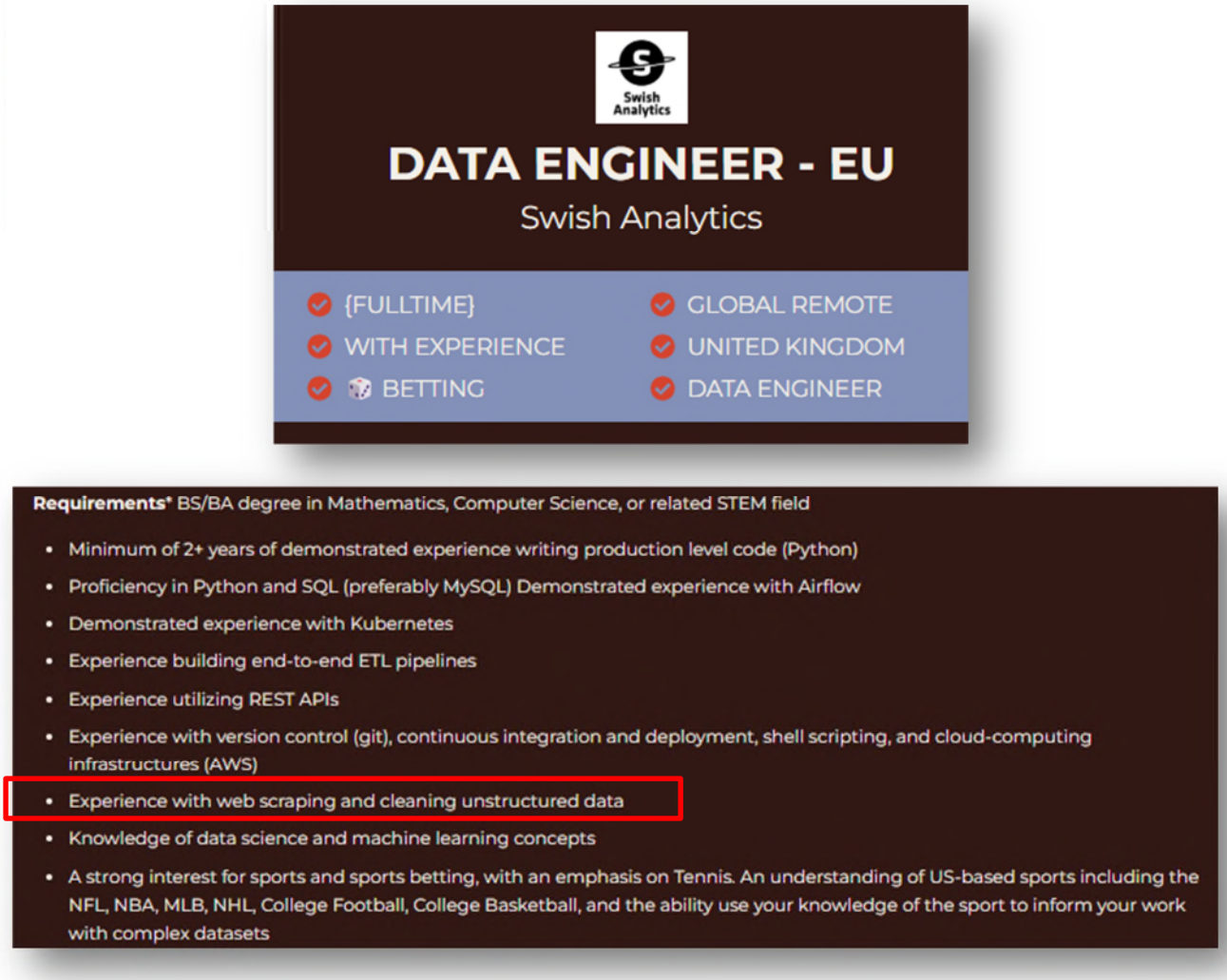
9. Today, RotoWire has agreements to license its data to many leading companies in the fantasy sports and sports betting industries.

10. Swish engages in a practice commonly known as "scraping," which consists of the automated extraction of data from the internet. An interview with Swish's co-founder, Joe Hagen, states that "by automatically scraping many websites and sources, Swish can attain the most accurate data."[1] In a YouTube presentation, Swish co-founder Robert Skoff likewise states that Swish collects "injury reports, weather analysis, or referee assignments, just to name a few" and

[1] *See* https://www.sportsbusinessjournal.com/Daily/Issues/2015/07/02/Technology/analytics-are-now-changing-fantasy-sports-and-betting/ (last visited August 3, 2026).

uses that info to update their predictions in real-time in a process that is "constantly ongoing."[2]

11. Swish has also recently posted job opportunities at Swish seeking data and software engineers where experience with "web scraping" was a requirement of the position, including the following[3]:



12. Scraping typically involves the use of software tools or scripts to gather large volumes of real time historical data efficiently. The data points extracted are used to inform betting strategies, build predictive models, and provide a competitive edge in a fast-moving

[2] *See* https://www.youtube.com/watch?v=GsJytZQebqw (last visited on August 3, 2026).

[3] *See* https://www.sportsjobs.online/jobs/11562-data-engineer-eu?utm_source=reddit&utm_medium=bot_sports_jobs (last visited August 3, 2026).

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industry. On information and belief, Swish scrapes information from RotoWire's websites regarding player injuries, trades, and lineup changes and compiles and incorporates that information into products sold to clients and customers.

13. Swish has publicly admitted that its data products include or have included data from RotoWire in particular. RotoWire has never authorized or consented to Swish's access to, copying, or use of RotoWire's proprietary fantasy sports information.

14. In 2025, RotoWire contacted Swish and asked if it would like to license information from RotoWire, such as starting lineup, player news, injury information, and other status report information. Swish declined, informing RotoWire that "we do all this internally at Swish."

15. RotoWire is informed and believes that Swish has misappropriated its proprietary and time-sensitive sports information through unauthorized "scraping" or similar automated retrieval of information from websites, unauthorized access to Application Programming Interfaces ("APIs"), or similar unauthorized copying efforts. RotoWire is informed and believes that Swish has misappropriated RotoWire's fantasy sports information in violation of the licensee terms and conditions, including by misappropriating and reselling the fantasy sports information for commercial purposes.

16. The RotoWire sports information that Swish has misappropriated includes sports news and data that is provided by RotoWire via its websites and subscription products. On information and belief, Swish incorporates this data, without RotoWire's permission, into Swish's own sports betting prediction and fantasy sports products, which Swish then sells to its customers. Further, despite the fact that Swish is misappropriating and reselling RotoWire's sports information, Swish does not attribute or otherwise disclose that it has misappropriated information and data from RotoWire.

17. After misappropriating RotoWire's proprietary and time-sensitive sports information, Swish then sells products and information that incorporate, recite, or are based on RotoWire's information to Swish customers, including sportsbooks and other enterprise customers. Several of Swish's sports betting customers also license and analyze the kind of data

that RotoWire provides. By unlawfully incorporating or reselling RotoWire's information, Swish decreases or eliminates the need for its end customers (at least some of which are also RotoWire customers) to obtain this data from RotoWire directly.

18. As a direct and proximate result of Swish's conduct, RotoWire has been harmed, including through the loss of licensing revenue.

19. Swish's conduct has caused and is causing RotoWire significant damage and resulting in Swish being unjustly enriched. For example, RotoWire has invested substantial time, effort, and money to independently develop and create its fantasy sports news information and statistics and to develop its economic relationships with its customers and clients. By misappropriating RotoWire's sports information, Swish is able to save significant resources, permitting it to undercut RotoWire in the marketplace by effectively reselling RotoWire's own information, or products and predictions that incorporate, recite, or are based on RotoWire's information.

20. As a result, RotoWire has suffered and continues to suffer damage in a variety of ways, including but not limited to losing licensing revenue.

21. Swish's conduct has also permitted Swish to free ride on RotoWire's hard work and investment. Instead of putting in the significant time, money, and effort necessary to independently develop its own sports information, Swish has, at little to no cost, misappropriated RotoWire's information, unjustly enriching Swish in the process.

22. Swish's conduct is also causing RotoWire irreparable harm. For example, by continuing to unfairly compete against RotoWire by effectively reselling RotoWire's own misappropriated information to RotoWire's customers and potential customers, Swish is also irreparably harming RotoWire's standing in the marketplace, which will continue to erode if Swish's unlawful conduct is not stopped.

23. Swish's conduct is also causing broader harm to competition and the marketplace for sports information. If Swish is permitted to freely misappropriate time-sensitive sports news and statistics independently developed and owned by RotoWire (or other independent developers of sports information), Swish will reduce the incentives for RotoWire (and others) to invest the time,

money, and effort to create that time-sensitive sports information.

24. On information and belief, Swish has undertaken these actions in an intentional, willful, oppressive, fraudulent, and malicious effort to harm RotoWire and undermine its business.

25. Accordingly, RotoWire brings this action to stop Swish's unlawful actions and to seek redress for the substantial damages it has suffered.

FIRST CAUSE OF ACTION

(Misappropriation)

26. RotoWire incorporates by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

27. As set forth above, RotoWire has invested, and continues to invest, a significant amount of time, effort, and money to create its proprietary sports news information and statistics. As a result of the time, effort, and money invested, RotoWire has developed a property right over its proprietary sports information.

28. Swish never obtained authorization or consent from RotoWire to obtain or use its sports news information and statistics in any manner. As recently as 2025, Swish in fact declined to enter into a licensing arrangement with RotoWire.

29. Swish wrongfully appropriated RotoWire's proprietary sports information from RotoWire's websites and subscription products without authorization. RotoWire is informed and believes that Swish wrongfully appropriated the information through the use of scraping, copying, and/or otherwise taking the information from RotoWire's websites and subscription products without authorization.

30. Swish has wrongfully taken and used RotoWire's sports information at little or no cost, and by doing so has reaped where it has not sown. Through its conduct, Swish is free riding on RotoWire's hard work and investment, harming RotoWire's ability to compete in the market, and causing RotoWire harm. Swish is also unjustly enriching itself as a result of its misappropriation.

31. If Swish's conduct continues, it will remove the incentives for RotoWire to independently develop its time-sensitive, proprietary sports news and statistics.

32. Swish's conduct has injured RotoWire and caused it substantial harm.

33. RotoWire has suffered damage through, among other things, losing licensing revenue. Swish's conduct has also caused interference with and damage to RotoWire's relationships with customers and potential customers, interference with and damage to RotoWire's reputation and goodwill in the industry, attorneys' fees and costs, lost executive time, and other damages. Swish has also wrongfully made profits because of its misappropriation, and thus Swish must disgorge and deliver to RotoWire all profits from its misappropriation.

34. RotoWire has suffered irreparable harm through, among other things, Swish's efforts to effectively resell RotoWire's own misappropriated sports information to RotoWire's customers and potential customers, irreparably harming and eroding RotoWire's standing in the marketplace, and destroying the incentives for RotoWire (and other independent developers of fantasy sports news and statistics) to continue making the investments to develop this fantasy sports information.

35. Unless an injunction is issued enjoining Swish's unlawful conduct, RotoWire will continue to be damaged irreparably, as it has no adequate remedy at law. Thus, RotoWire is entitled to an injunction that prevents Swish from accessing, copying, misappropriating, scraping, taking, selling, licensing, using and/or otherwise making any unauthorized use of any of RotoWire's proprietary information.

36. Swish's misappropriation was willful, intentional, oppressive, fraudulent, and malicious, such that RotoWire is entitled to punitive damages.

SECOND CAUSE OF ACTION

("Hot News" Misappropriation)

37. RotoWire incorporates by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

38. As set forth above, RotoWire has invested, and continue to invest, a significant amount of time, effort, and money to create its proprietary sports information. As a result of the time, effort, and money invested, RotoWire has developed a property right over its proprietary sports information.

39. RotoWire's proprietary sports information is time-sensitive. By their nature, sports news and statistics are time-sensitive, and news related to an injury or similar event is reduced once a game starts (if not entirely eliminated).

40. Through its conduct, Swish is free riding on RotoWire's hard work and investment and causing RotoWire substantial harm. Swish is also earning significant revenue and profits as a result of its misappropriation. Swish has wrongfully taken and used RotoWire's time-sensitive fantasy sports information at little or no cost, and by doing so has reaped where it has not sown.

41. Swish offers the same or similar sports data services to the same customers or potential customers as RotoWire, and therefore is in direct competition with RotoWire in connection with providing these services. Swish has offered sportsbooks and other customers access to RotoWire's own proprietary information or analytics based on that information, which Swish took from RotoWire's websites and subscription products, undercutting RotoWire.

42. Swish never obtained authorization or consent from RotoWire to obtain or use RotoWire's time-sensitive fantasy sports information in any manner.

43. Swish wrongfully appropriated RotoWire's proprietary and time-sensitive sports information from the websites of RotoWire's licensees without authorization. RotoWire is informed and believes that Swish wrongfully appropriated the information through the use of scraping, copying, and/or otherwise taking the information from the websites without authorization.

44. If Swish's conduct continues, it will remove the incentives for RotoWire to independently develop its time-sensitive, proprietary sports information, and will threaten the continued existence of RotoWire's business.

45. Swish's conduct has injured RotoWire and caused it substantial harm.

46. RotoWire has suffered damage through, among other things, losing licensing revenue. Swish's conduct has also caused interference with and damage to RotoWire's relationships with customers and potential customers, interference with and damage to RotoWire's reputation and goodwill in the industry, attorneys' fees and costs, lost executive time, and other damages. Swish has also wrongfully made profits because of its misappropriation, and thus Swish

must disgorge and deliver to RotoWire all profits from its misappropriation.

47. RotoWire has suffered irreparable harm through, among other things, Swish's efforts to effectively resell RotoWire's own misappropriated information to RotoWire's customers and potential customers, irreparably harming and eroding RotoWire's standing in the marketplace, and destroying the incentives for RotoWire (and other independent developers of fantasy sports information) to continue making the investments to develop that fantasy sports information.

48. Unless an injunction is issued enjoining Swish's unlawful conduct, RotoWire will continue to be damaged irreparably, as it has no adequate remedy at law. Thus, RotoWire is entitled to an injunction that prevents Swish from accessing, copying, misappropriating, scraping, taking, selling, licensing, using and/or otherwise making any unauthorized use of any of RotoWire's proprietary information.

49. Swish's misappropriation was willful, intentional, oppressive, fraudulent, and malicious, such that RotoWire is entitled to punitive damages.

THIRD CAUSE OF ACTION

(Restitution / Unjust Enrichment)

50. RotoWire incorporates by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

51. As set forth above, Swish has wrongfully misappropriated RotoWire's proprietary sports information without permission or payment, and at little or no cost to Swish. Swish has then utilized that misappropriated information to compete against RotoWire, causing RotoWire to lose business and other benefits it would have obtained but for Swish's conduct, and instead diverting that business and other benefits to Swish. Swish has benefited at RotoWire's expense in a number of ways, including by obtaining additional revenues and profits earned as a result of its misappropriation of RotoWire's information, as well as avoiding costs by not investing the time, expense, and effort to independently develop the fantasy sports information.

52. As a result of Swish's conduct, Swish has been unjustly enriched at RotoWire's expense, and RotoWire is entitled to restitution as a matter of equity.

FOURTH CAUSE OF ACTION

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

53. RotoWire incorporates by reference each and all of the allegations contained in the foregoing paragraphs, as if fully set forth herein.

54. 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."

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

56. RotoWire has standing to sue under the UCL, as it has suffered injury in fact and lost money or property as a result of Swish's actions as set forth herein.

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

58. Swish's acts as alleged herein are "unlawful" within the meaning of the UCL, including because Swish's conduct constitutes common law misappropriation and "hot news" misappropriation in violation of California law for the reasons set forth above.

59. Swish's acts as alleged herein are also "unlawful" within the meaning of the UCL, because they violate Cal. Penal Code § 502. Cal. Penal Code § 502 prohibits, among other things, knowingly accessing and without permission taking, copying, or making use of any information from a computer, computer system, or computer network. Cal. Penal Code § 502(c). As set forth above, RotoWire is informed and believes that Swish has knowingly accessed the computers, computer systems, or computer networks of RotoWire's websites and subscription products in order to take, copy, and make use of RotoWire's sports information without permission. RotoWire is informed and believes that Swish has misappropriated RotoWire's fantasy sports information in violation of the licensee terms and conditions, including by misappropriating and reselling the fantasy sports information for commercial purposes.

60. Swish's acts as alleged herein are "unfair" within the meaning of the UCL, including because Swish's actions as alleged herein significantly threaten and harm competition in the market for generating sports information, since Swish is free riding on RotoWire's efforts and is thus

destroying the incentive for RotoWire (and other independent creators of sports information) to invest the time, money, and effort to independently generate time-sensitive sports information in the first place.

61. Swish's acts as alleged herein are "fraudulent" within the meaning of the UCL, including because reasonable customers of Swish are inaccurately led to believe that Swish has independently developed and/or obtained consent to access and resell the RotoWire sports information, when in reality the sports information has been misappropriated without RotoWire's authorization or consent.

62. RotoWire has suffered and will continue to suffer harm as the direct and proximate result of Swish's unfair acts and practices.

63. Swish's business acts and practices, as alleged herein, have caused substantial harm to RotoWire, including, without limitation, monetary loss from lost licensing revenue, interference with and damage to RotoWire's relationships with customers and potential customers, interference with and damage to RotoWire's reputation and goodwill in the industry, attorneys' fees and costs, lost executive time, and other damages.

64. Unless enjoined by this Court, Swish's ongoing and improper conduct will continue, and RotoWire will be further harmed. Absent injunctive relief, RotoWire has no means by which to control Swish's unlawful, unfair, and fraudulent conduct as alleged herein. RotoWire is thus entitled to injunctive relief prohibiting Swish from continuing such acts of unfair competition. Accordingly, pursuant to Cal. Bus. & Prof. Code § 17203, RotoWire seeks 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.

65. Further, pursuant to Cal. Bus. & Prof. Code § 17203, RotoWire seeks restitution in the maximum amount permitted by law and equity.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff RotoWire prays for relief as follows:

1. For damages in an amount subject to proof at trial;

2. For punitive damages;

3. For pre- and post-judgment interest;

4. For preliminary and permanent injunctive relief;

5. For attorneys' fees and costs;

6. For an award of restitution in the maximum amount permitted by law and equity; and

7. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

RotoWire hereby demands a trial by jury on all issues which may be tried by a jury.

Dated: August 3, 2026

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