

JESSE LUCUS, an individual,  
FUSED GAMING LLC, a California Limited Liability Company

Plaintiffs,

V.

TERRY T. GIANG, an individual;  
TERRY T GIANG LLC, a Nevada Limited Liability Company;  
CENTICORE LLC, a Nevada Limited Liability Company;  
NOAH DUMMETT, an individual;  
RIVER CARD LTD, a foreign entity d/b/a SHUFFLE.COM;  
CAM SHUFFLE, an individual;  
CALUM ANDERSON, an individual;  
BRETT [LAST NAME UNKNOWN], an individual;  
DRU MUNDORFF a/k/a CODECOMPILER, an individual;  
ANTONI TRENCHÉV a/k/a BRIGNAC, an individual;  
NEXO, a business entity; and  
DOES 1–50, inclusive,

Defendants.

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case No.: \_\_\_\_\_

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1. Breach of Oral Contract
2. Fraudulent Inducement
3. Quantum Meruit / Unjust Enrichment
4. Tortious Interference with Business Expectancy
5. Defamation
6. Misappropriation of Trade Secrets
7. Constructive Trust / Accounting

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PLAINTIFF, by and through the undersigned, hereby states and alleges:

### **GENERAL ALLEGATIONS**

1. Plaintiff Jesse Lucas ("Lucus") is a resident of California and the sole owner of Fused Gaming LLC ("Fused Gaming"), a limited liability company duly organized and existing under the laws of the State of California.

2. Defendant Terry T. Giang ("Giang"), also known as PorterRobinson, WorthyAlpaca, and DJ Snake, is a resident of California or Nevada and the principal of Defendant Terry T Giang LLC and Centicore LLC.
3. Defendant Noah Dummett ("Dummett") is the principal of River Card Ltd ("Shuffle.com") and a former FTX employee.
4. Defendants Cam Shuffle ("Cam"), Calum Anderson ("Calum"), and Brett [Last Name Unknown] are employees or agents of Shuffle.com.
5. Defendant Dru Mundorff ("Mundorff") is also known as CodeCompiler and engaged with Lucas through business and communications in connection with Shuffle and third-party domain negotiations.
6. Defendant Antoni Trenchev ("Trenchev"), also known as Brignac, is the principal of Nexo, a digital asset exchange, and was referred to Shuffle by Lucas.
7. Lucas provided valuable proprietary tools, affiliate onboarding, and campaign management in support of Shuffle.com beginning February 2023.
8. Defendants represented that Lucas would receive a revenue share, and further support including streaming opportunities, promotional assistance, and access to high-value affiliate partners.
9. Despite multiple confirmations of Lucas' successful campaign performance—including onboarding of high-value clients like Antoni Trenchev who lost over \$1 million—Defendants withheld proper payments.
10. Over a 16-month period, Lucas contacted Defendants over **200 times** across platforms including email, Telegram, Discord, LinkedIn, and regulatory forums, in good faith seeking resolution.
11. A detailed **Contact Log** outlining each communication attempt, date, platform, and subject matter is attached hereto as **Exhibit N**.
12. While one partial payment of \$38,000 was issued in July 2024, this represented only a fraction of acknowledged revenue generated—far less than the \$875,000+ owed.
13. Lucas' accounts were closed unilaterally and Defendants attempted to conceal evidence using on-chain laundering tactics.
14. The pattern of behavior includes defamation, sabotage of professional relationships, and systemic refusal to honor affiliate agreements and campaign attribution.
15. Plaintiff exhausted all reasonable means to resolve this dispute amicably and now seeks judicial intervention.

## **CAUSES OF ACTION**

### **COUNT ONE: Breach of Oral Contract (Against Giang and Dummett)**

16. Plaintiff incorporates paragraphs 1–15 by reference.
17. An oral contract existed where Plaintiff agreed to promote and support Shuffle's launch in exchange for revenue share.
18. Defendants breached this agreement by refusing to pay Plaintiff and instead diverting proceeds.
19. Plaintiff suffered damages exceeding \$875,000.

### **Exhibits:**

- Exhibit A: Telegram chat logs with Terry Giang
- Exhibit B: Player deposit reports
- Exhibit C: July 2024 admission by Dummett

### **COUNT TWO: Fraudulent Inducement (Against Giang, Dummett)**

20. Plaintiff incorporates paragraphs 1–19 by reference.

21. Defendants knowingly misrepresented that Lucas would be exempt from TOS restrictions and guaranteed payment.

22. These statements were false when made.

23. Plaintiff relied on them to his detriment.

#### **Exhibits:**

- Exhibit D: February 2023 onboarding chats
- Exhibit E: On-chain proof of early contributions

### **COUNT THREE: Unjust Enrichment / Quantum Meruit (Against All Defendants)**

24. Plaintiff incorporates previous paragraphs.

25. Plaintiff provided substantial value in services and assets.

26. Defendants retained benefits without compensation.

#### **Exhibits:**

- Exhibit F: Affiliate traffic logs
- Exhibit G: Social media promotional campaigns

### **COUNT FOUR: Tortious Interference (Against Giang, Mundorff)**

27. Defendants knew of Plaintiff's business relationships.

28. They intentionally and maliciously interfered.

29. Resulting in lost income and contracts.

#### **Exhibits:**

- Exhibit H: Communications with Cleanswipe
- Exhibit I: Telegram evidence of interference

### **COUNT FIVE: Defamation (Against Giang, Mundorff)**

30. False statements were made to third parties about Lucas.

31. These statements were defamatory and caused harm.

**Exhibits:**

- Exhibit J: Logs showing disparaging comments

**COUNT SIX: Misappropriation of Trade Secrets (Against All Defendants)**

32. Plaintiff provided proprietary affiliate data.

33. Defendants used this information without authorization.

**Exhibits:**

- Exhibit K: Exported lists and conversations regarding player data

**COUNT SEVEN: Constructive Trust / Accounting (Against All Defendants)**

34. Plaintiff seeks an accounting of all revenues tied to his efforts.

35. Constructive trust is warranted to recover diverted proceeds.

**Exhibits:**

- Exhibit L: Blockchain trace reports
- Exhibit M: Wallet-to-wallet transaction graphs
- Exhibit N: Comprehensive Contact Attempt Log – January to October 2024, detailing over 100 instances of engagement attempts with Shuffle representatives and related third parties.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

1. General and special damages according to proof
2. Restitution and disgorgement
3. Equitable relief including constructive trust
4. Injunctive relief against further interference or defamation
5. Costs of suit and attorneys' fees
6. Any other relief the Court deems just and proper

DATED: [Insert Date]

Respectfully submitted,

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Jesse Lucas  
Owner, Fused Gaming LLC