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[69] *See also*, Srader v. Verant 964 P.2d 82 (N.M. 1998).
[70] The viability and practicality of the use of a GEC account to purchase other products and services may be questioned, particularly where there may be issues concerning the ties between InterSafe and casino web sites. *See, e.g.,* Complaint 7, Thomas Reuter v. MasterCard Intl, Inc., No. 2000-L-8 (Ill. Cir. Ct. 4th filed Mar. 13, 2000) (alleging ties between InterSafe and Casino-On-Net).
[71] Jubelirer, 68 F.Supp. 2d at 1052-53 (citations omitted).
[72] Sullivan, *supra* note 17, at 1029 (*citing* 17 Am. Jur. 2d, Contracts 157, 216).
[73] Juliet P. Kostritsky, *Illegal Contracts and Efficient Deterrence: A Study in Modern Contract Theory*, 74 IOWA L. REV. 115, n. 4 (1988) (*citing* Wade, *Benefits Obtained Under Illegal Transactions Reasons For and Against Allowing Restitution*, 25 TEX. L. REV. 31, 31 (1946)).
[74] *Id.* (citing 6A A. CORBIN, CONTRACTS 1374, at 4 (1962)).
[75] *Id.* (citing CORBIN at 5-6 and E. A. FARNSWORTH, CONTRACTS, note 3, 5.2, at 330-31, 5.5, at 347 (1982)).
[76] *Id.* (citing E. A. FARNSWORTH note 3, 5.1, at 327).
[77] *Id.* (citing 6A A. CORBIN 1374-75).
[78] *Id.* (citing 6A A. CORBIN 1373, at 2).
[79] *Id.* (citing 6A A. CORBIN 1518, at 744).
[80] *See id.*
[81] *Id.* (citing 6A A. CORBIN 1373, at 2).
[82] Domingue v. Dickinson, 611 So. 2d 796 (La. Ct. App. 3d Cir. 1992).
[83] *Id.* at 799.
[84] *Id.* at 798.
[85] Marino v. American Express Travel Related Serv. Co., Inc., et al., No. CV 996166 (Cal. Sup. Ct. Marin Cty., complaint filed Dec. 6, 1999).
[86] *See id.,* complaint 33-34.
[87] *See*, *e.g.*, Rose, *supra* note 7, at 11-25; Kelly, *supra* note 7, *generally*; Cabot & Doty, *supra* note 4, at 22-28; Joel Michael Schwartz, *The Internet Gambling Fallacy Craps Out*, 14 BERKELEY TECH. L.J. 1021 (Fall 1999).
[88] 18 U.S.C. 1084.
[89] CABOT, *supra* note 7, at 22.
[90] 18 U.S.C. 1084.
[91] Cabot & Doty, *supra* note 3, at 23-24.
[92] *See id.*
[93] 28 U.S.C. 3702.
[94] 18 U.S.C. 1301.
[95] 18 U.S.C. 1953.
[96] 18 U.S.C. 1952.
[97] 18 U.S.C. 1955.
[98] 18 U.S.C. 2.
[99] 18 U.S.C. 371.
[100] 18 U.S.C. 1956.
[101] 18 U.S.C. 1961. *See* Rose, *supra* note 7, at 13-16; Cabot & Doty, *supra* note 3, at 26; Peter Brown, *Regulation of Cybercasinos and Internet Gambling*, 547 PLI/Pat 9, 21 (1999).
[102] For an excellent synopsis of legislative efforts, beginning with the first federal bill introduced in 1995 by Senator John Kyl to prohibit Internet gambling, s*ee* Rose, *supra* note 7, at 16 and 22; Kelly, *supra* note 7, at 134-50; Thomas N. Auriemma, *Gambling on the Internet, Report to the International Association of Gaming Regulators* (1999).
[103] H.R. 3125, 106th Cong. (2d Sess. 2000).
[104] 720 ILL. COMP. STAT. ANN. 5/28-1 (West 2000); LA. REV. STAT. ANN. 14:90 (West 2000); NEV. REV. STAT. ANN. 465.091 (Michie 2000).
[105] Rose, *supra* note 7, at 22.
[106] Kelly, *supra* note 7, 154-57.
[107] Providian, No. CV 980858 (Cal. Super. Ct. Marin Cty., cross-complaint filed July 23, 1998).
[108] NGISC Report, *supra* note 2, ch. 5, at 5; Schwartz, *supra* note 84, at 1027.
[109] *See* Kelly, *supra* note 7, at 123-30 (citing Liechtenstein, Australia, Antigua, Barbuda, and Dominica as licensing Internet casinos).
[110] *See supra* notes 104 and 105.
[111] Schwartz, *supra* note 84, at 1037-38.
[112] *Id.* at 1038; Bruce P. Keller, *The Games the Same: Why Gambling in Cyberspace Violates Federal Law*, 579 PLI/Pat. 227, 230-31 (1999).
[113] *See* Cabot & Doty, *supra* note 3, at 27-30; Brown, *supra* note 101, at 36-40; Keller, *supra* note 112, at 257-60.
[114] *See* Schwartz, *supra* note 87, at 1041-43; Brown, *supra* note 101, at 32-35; Keller, *supra* note 112, at 259-69.
[115] *Id.*
[116] People v. World Interactive Gaming Corp., 714 N.Y.S.2d 844, 848 (N.Y. Sup. Ct. 1999).
[117] *Id.* at 850.
[118] U.S. v. Cohen, No. 98 CR 434 (S.D. N.Y. 1998).
[119] *Id.,* Memorandum of Law in Support of Defendant Jay Cohens Pre-trial Motions at 2.
[120] *Id.*
[121] U.S. v. Cohen, No. 00-CR-187 (S.D. N.Y. 2000); *U.S. Attorneys Office Wins First Federal Net Gambling Case*, 4 ANWCCR 14 (April, 2000).
[122] Jubelirer, 68 F.Supp. 2d at 1054-55.
[123] Cheyenne Sales, LTD. v. Western Union Fin. Serv. Intl., 8 F. Supp.2d 469 (E.D. Pa. 1998).
[124] *Id.* at 474 (citing A.L. Schwartz, Annotation, *Right or Duty to Refuse Telephone, Telegraph, or Other Wire Service in Aid of Illegal Gambling Operations*, 30 A.L.R. 3d 1143, 1151-52 (1970 & Supp. 1997)).
[125] *See* Second Amended Cross-complaint for Restitution, Declaratory Relief, Damages and Injunctive Relief at Paragraph 1, Haines v. Providian (Cal. Super. Ct. Sept. 4, 1998).
[126] Complaint 24, Case No. CV 996166 (Cal. Sup. Ct. filed Dec. 6, 1999).
[127] *See supra* notes 27 and 98.
[128] 18 U.S.C. 1961(1).
[129] 18 U.S.C. 1962(c).
[130] 18 U.S.C. 1961(4).
[131] 18 U.S.C. 1961(5).
[132] 18 U.S.C. 1961(6).
[133] 18 U.S.C. 1963.
[134] 18 U.S.C. 1964(c).
[135] 68 F.Supp. 2d at 1051.
[136] *Id.* at 1052.
[137] *Id.* (citations omitted).
[138] *Id.* at 1053.
[139] *Id*. at 1054.
[140] Hugel & Kelly, *supra* note 19, at 6; *see also, supra* notes 26 and 27.
[141] *Id.*
[142] Literally meaning in equal fault; equally culpable or criminal; in a case of equal fault or guilt. BLACKS LAW DICTIONARY 791 (6th ed. 1990).
[143] Defendants Reply Memorandum in Support of MBNA America Bank, N.A.s Rule 12(b)(6) Motion to Dismiss the Third Amended Complaint and Rule 12(b)(7) Motion to Require Either Joinder of Indispensable Parties or Dismissal of Complaint, at 19.
[144] *See, e.g.*, Beer v. Landman, 88 Tex. 450, 31 S.W. 805 (1895) (where the court refused to order the return of the collateral notes, but affirmed the trial courts cancellation of the principal note, reasoning that a court may not aid persons who engage in an unlawful gambling transaction *in pari delicto*).
[145] 720 ILL. COMP. STAT. ANN. 5/28-8(a) (West 2000).
[146] 720 ILL. COMP. STAT. ANN. 5/28-8(b) (West 2000).
[147] Complaint filed in Reuter v. MasterCard Intl, Inc., No. 2000-L-8 (4th Cir. Ill. March 13, 2000).