IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

KYLE LEJMAN, individually, on behalf of themselves and all others similarly situated, *Plaintiff*, v. A1 DEVELOPMENT LLC, d/b/a No Limit Coins, *Defendant*.	Case No._______________

Plaintiff Kyle Lejman ("Plaintiff"), individually and on behalf of all others similarly situated, hereby alleges the following against Defendant A1 Development LLC, d/b/a No Limit Coins ("Defendant" or "No Limit Coins"), based upon, *inter alia*, the investigation made by his counsel, and based upon information and belief, except as to those allegations and experiences specifically pertaining to Plaintiff which are based upon his personal knowledge.

NATURE OF THE CASE

1. Defendant owns and operates one of the most popular and profitable casino and sweepstakes gaming website on the planet called No Limit Coins ("No Limit Coins"), available at https://www.nolimitcoins.com.

2. In No Limit Coins, users can access and play over 2,000 popular casino games, including, *inter alia*, slots and jackpots (the "Chance Games").

3. The Chance Games are, undoubtedly, games of chance. The Chance Games that are offered on the website are gambling, and are no different than if they were played in a Las Vegas casino. Their outcomes are determined primarily, if not exclusively, by randomization—rendering them indistinguishable from the game found in traditional, brick-and-mortar casinos.

4. The trick is No Limit Coins has branded itself as a "social casino," which is simply a title to mislead regulators and consumers into believing it offers harmless gameplay instead of unlawful gambling.

5. In reality, No Limit Coins players can buy chips, gamble and cash out for rewards—just like at a regular casino. Indeed, No Limit Coins owes its overwhelming success to its authentic casino gaming experience, including games from a myriad of reputable gaming studios, generous bonus programs, and diverse, fast-paying banking options.

6. No Limit Coins generates revenue when players make purchases for its in-game currency, which are tokens that allow consumers to play the games offered on Defendant's website.

7. There are two forms of currency: Gold Coins and Super Coins. Gold Coins are a standard in-game currency, which No Limit Coins offers with a generous sign-up bonus and daily refills ensuring ongoing access.

8. No Limit Coins claims that its Gold Coins are recreational play that have no real-world value. But what it does not tell its customers is that it bundles the Gold Coins offer with Super Coins, which is another form of currency with monetary value.[1] This is the true nature of its business model.

9. To participate in sweepstakes games with the potential to win real prizes, players use Super Coins. After fulfilling a 1x playthrough requirement and accumulating a minimum of 10,000 Super Coins, players can redeem them for cash prizes through payment methods like PayPal or bank transfers. Alternatively, with a minimum of 2,500 Super Coins, players can redeem for gift cards.[2] In short, a user playing games using Super Coins is gambling in the purest sense—

[1] https://deadspin.com/sweepstakes-casinos/reviews/nolimitcoins/ (last accessed July 29, 2025).
[2] https://www.players.org/sweepstakes-casinos/nolimitcoins/?utm_ (last accessed July 29, 2025).

they are wagering something of value (Super Coins) on a random event with the hope and intent of winning more Super Coins than wagered.

10. Defendant's pricing structure confirms that the true purpose of these transactions is to sell Super Coins. Notwithstanding the differences between the coins, none of the games depend on any amount of skill to determine their outcome.

11. Virtual gambling is highly addictive and strictly regulated in Illinois. By law, these games can only be offered by licensed operators in licensed, physical locations. Defendant's operations flout these legal requirements by providing unlicensed gambling services to Illinois residents via its games.

12. Plaintiff, individually and on behalf of all other similarly situated, seek damages, restitution, declaratory, and injunctive relief.

PARTIES

13. At all times material hereto, Plaintiff has been a resident of Cook County, Illinois.

14. Defendant is a company formed in Wyoming and with its headquarters at 571 S Washington, Afton, WY 83110. A1 Development LLC owns and operates a gambling website (available at https://www.nolimitcoins.com/) and app under the brand "No Limit Coins." A1 Development LLC conducts business within the venue of this District and throughout Illinois generally, which website, apps and operations are not permitted and are illegal under Illinois law.

JURISDICTION AND VENUE

15. This Court has jurisdiction over this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §1332(d), this Court has subject matter jurisdiction because (1) the amount in controversy, exclusive of costs and interest, exceeds the sum of $5,000,000.00, (2) the proposed Class is comprised of at least 100 members, and (3) complete diversity exists between

at least one plaintiff and one defendant.

16. This Court has personal jurisdiction over Defendant because it conducts substantial business and directs its activities into this District, including activities that form the basis for the claims here, and a substantial part of the acts and omissions complained of occurred in this District.

17. Moreover, Defendant actively disseminates targeted advertisements within the state with the intent of promoting and selling its products and services to consumers there. As such, Defendant does business with sufficient minimum contacts in Illinois.

18. Defendant has purposefully directed its activities toward this District.

19. Defendant has purposefully availed itself of the privileges of conducting activities in this District.

20. Defendant's claim arises out and relates to Defendant's forum-related activities.

21. The exercise of jurisdiction over Defendant is reasonable.

22. Upon information and belief, Defendant localizes its game for each market where it is distributed, including the United States.

23. Upon information and belief, Defendant has sold millions of dollars of virtual items to thousands of Illinois residents, most of which are repeat purchases by the same customers, by contracting with the customers to sell virtual coins and other goods in exchange for legal tender.

24. No Limit Coins facilitates ongoing economic activity between thousands of Illinois players and Defendant.

25. Upon information and belief, Defendant directly controls whether consumers in Illinois can complete purchases from No Limit Coins.

26. Upon information and belief, Defendant has the capability to determine where its

customers are from, including whether purchases are being made from Illinois.

27. Upon information and belief, Defendant has the capability to prevent Illinois residents from completing purchases or placing wagers in No Limit Coins but has chosen to accept those purchases and wagers from Illinois residents. For example, other gambling applications prevent transactions from residents of states where gambling is unlawful.

28. Upon information and belief, Defendant has taken no steps to restrict Illinois residents' access to No Limit Coins or to restrict the ability of Illinois residents to make purchases from No Limit Coins.

29. Upon information and belief, Defendant distributes its No Limit Coins app, in part, via the Apple app store and Google play store, both of which are headquartered in Illinois.

30. Upon information and belief, in order to distribute No Limit Coins via the Apple app store and Google play store, Defendant entered into a developer agreement with Apple and Google.

31. Defendant aggressively advertises No Limit Coins in the United States, including in this District. Those advertisements include linear media, social media advertisements and advertisements in other mobile applications.

32. Upon information and belief, these advertisements for No Limit Coins were designed and directed to attract consumers in the United States, including this District, to play No Limit Coins.

33. Upon information and belief, Defendant has the capability of targeting its No Limit Coins advertisements by geography and the capability of excluding residents of Illinois from the reach of Defendant's advertisements for No Limit Coins.

34. Upon information and belief, Defendant partners with Meta Platforms, Inc.,

headquartered in Illinois, to serve targeted online ads at users of other companies' websites, games and online services. Upon information and belief, these ads are targeted at players that Defendant identifies as potentially interested in No Limit Coins, including residents of Illinois. Upon information and belief, Defendant utilizes unique device identifiers and Google Advertising ID and IP addresses in connection with these targeted ads. This information allows Defendant to identify the geographic location of its ad targets, including whether they are in Illinois.

35. Upon information and belief, Defendant has taken no steps to restrict its advertisements for No Limit Coins from reaching residents of Illinois.

36. Upon information and belief, in addition to Apple and Google, Defendant has entered into development agreements with Amazon for the distribution of No Limit Coins app, which has offices in this Illinois. Upon information and belief, under each of those agreements, Defendant has accepted responsibility for the compliance of No Limit Coins with federal and state laws, including those of Illinois.

37. Venue is proper in this District under 28 U.S.C. §1391(b)(2), in that a substantial part of the events or omissions giving rise to the claim occurred in this District. All of Plaintiff's activities and losses in No Limit Coins occurred in this District.

38. In addition, venue is proper in this District under 28 U.S.C. §1391(b)(1) and § 1391(b)(3), in that Defendant is subject to this Court's personal jurisdiction.

39. Plaintiff alleges, upon information and belief, that Defendant conducts professional and commercial activities in Illinois on a substantial, continuous, and systematic basis and therefore Defendant is subject to the general jurisdiction of the courts of this state.

40. Plaintiff further alleges, upon information and belief, that the claims asserted in this complaint arise out of or are related to each of the Defendant's professional and commercial

activities within Illinois, and therefore the Defendant is subject to the specific jurisdiction of the courts of this state.

FACTUAL BACKGROUND AND COMMON ALLEGATIONS

I. *The Problem of Online Gambling*

41. Gambling addiction in the United States has escalated into a significant public health crisis, fueled by the rapid expansion of online casinos and sports betting platforms, including so called "social casinos."

42. Since the Supreme Court's 2018 decision to legalize sports betting, the number of states with legal sportsbooks has surged from 1 to 38, with total sports wagers increasing from $4.9 billion in 2017 to $121.1 billion in 2023.[3] This proliferation has been accompanied by a dramatic rise in gambling addiction cases.[4]

43. Approximately 2.5 million adults in the U.S. suffer from severe gambling problems, while an additional five to eight million experiencing significant issues.[5] Alarmingly, individuals with gambling disorders are 15 times more likely to commit suicide than the general population.[6]

44. Between 2018 and 2021, the Nation Council on Problem Gambling (NCPG) estimated that the risk of gambling addiction grew by 30%. NCPG has also seen significant increases in calls, texts and chats to the National Problem Gambling Helpline—roughly a 45%

[3] https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-sports-betting?utm_ (last accessed July 29, 2025).
[4] *See id*.
[5] https://news.harvard.edu/gazette/story/2025/01/online-gambling-is-on-the-rise-panel-says-we-need-to-act-now/#:~:text=The%20National%20Council%20on%20Problem%20Gambling%20estimates%20that%20about%202.5,of%20callers%20is%20skewing%20younger. (last accessed July 29, 2025).

[6] https://www.who.int/news-room/fact-sheets/detail/gambling#:~:text=A%20Swedish%20study%20estimated%20that,the%20general%20population%20(4) (last accessed July 29, 2025).

increase in calls between 2021 and 2022.[7]

45. Further, internet searches for help with gambling addiction, such as "am I addicted to gambling", have cumulatively increased **23% nationally** since *Murphy v. NCAA* through June 2024. This **corresponds with approximately 6.5 to 7.3 million searches for gambling addiction help-seeking nationally**, with 180,000 monthly searches at its peak.[8]

46. The surge in gambling addiction is particularly pronounced among young men, with 10% exhibiting behaviors indicative of gambling addiction, compared to 3% of the general population.[9] Online platforms, including social casinos, have been identified as significant contributors to this trend. These platforms often employ addictive design features, such as near-miss outcomes, fake limited-time sales, and variable reinforcement, to keep users engaged.

47. The addiction and fallout related thereto is not limited to gamblers. It has a ripple effect that negatively impacts spouses, partners, children, and employers. Moreover, despite the growing prevalence of gambling addiction, funding for treatment remains insufficient.

48. In Illinois, it is illegal to operate and offer online gambling casinos, including, like here, websites that offer slot machines, jackpots, and poker. In this regard, Illinois has a fundamental and deep-rooted public policy against gambling.

II. *Defendant Uses Free "Social Gaming" as a Pretext for Real, Online Gambling.*

49. No Limit Coins advertises itself as a "social casino" that is "free to play" to avoid

[7] https://www.ncpgambling.org/news/ncpg-statement-on-the-betting-on-our-future-act/ (last accessed July 29, 2025).

[8] https://today.ucsd.edu/story/study-reveals-surge-in-gambling-addiction-following-legalization-of-sports-betting?utm_ (last accessed July 29, 2025).

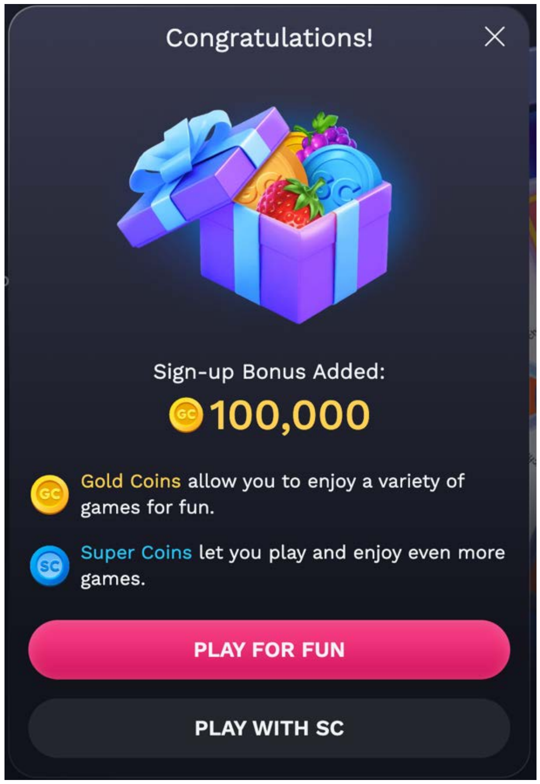
[9] https://apnews.com/article/sports-betting-compulsive-gambling-addiction-d4d0b7a8465e5be0b451b115cab0fb15 (last accessed July 29, 2025).

gambling regulations and reassure potential players that it offers casino-style games purely for entertainment, without real-money stakes. This false representation misleads consumers, including Plaintiff, into believing that they are participating in harmless gameplay rather than actual-money gambling, even when wagering with Super Coins. In doing so, Defendant enables users to engage in real-money gambling through its system of Super Coins, deceiving consumers into believing they are participating in harmless gameplay when, in fact, they are wagering something of value for the chance to win tangible prizes.

50. The app offers a multitude of digital slot machines and other forms of lottery wheel. Through No Limit Coins, Defendant offers the chance to win sweepstakes prizes by accumulating ostensibly redeemable Super Coins.

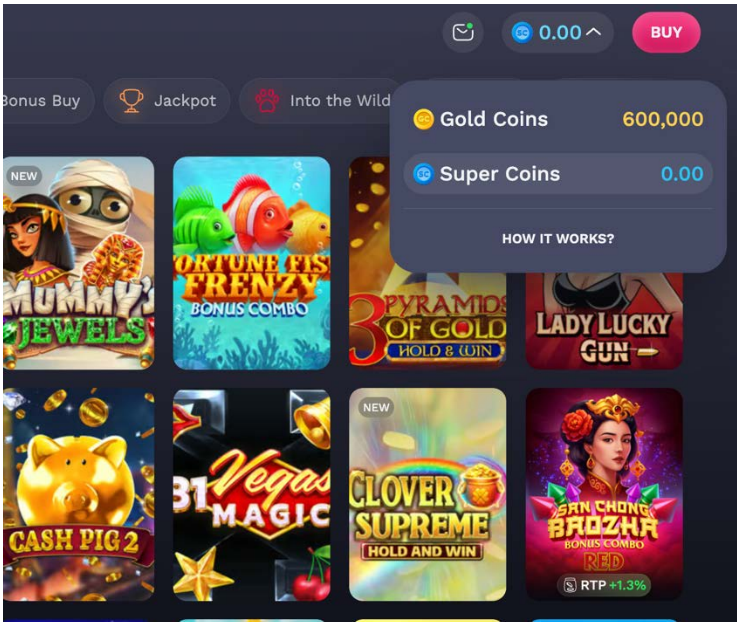
51. Players can access No Limit Coins either through the internet website or on Apple and Android devices in the United States through the App Store and Play Store, respectively.

52. Once a player creates a No Limit Coins account, they receive a bonus of 100,000 Gold Coins and can choose to either "play for fun" or "play with [Super Coins]."



53. When players log onto the website, they are met with rows of games to choose from, including slots and jackpot games. Here is an example of one of the slot games:

54. Before playing a game, players must select their play mode (either Gold Coins or Super Coins) by clicking the option in the top-right corner of the website.



55. Once a mode is selected, games allow players to wager the corresponding type of coin. Depending on the outcome of the spin, a player may earn more coins. Defendant makes it easy to switch between wagering the two Coins. This simple mechanism is designed to make it as convenient as possible for players to transition to gambling with real-world stakes. Players who

start out having fun can quickly and effortlessly shift to risking actual money without fully appreciating the financial consequences.

56. In short, the slots and other games of chance offered on the website are gambling, and they are no different than if they were played in a Las Vegas casino.

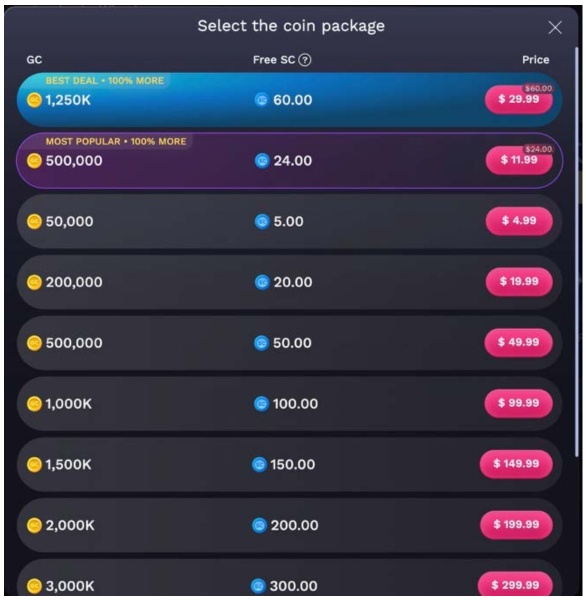
57. The app is accessible and made available to Illinois residents.

58. Consumers visiting the gaming app for the first time are awarded an allocation of free Gold Coins. Consumers also receive Gold Coins through promotional giveaways and other marketing efforts.

59. Consumers also may use Super Coins to play games. Super Coins may be redeemed for cash prizes and gift cards. Upon information and belief, one Sweeps Coin is equal to $1USD in prizes. In other words, “Super Coins” is a proxy for real money.

60. Consumers can receive Super Coins in multiple ways, including by purchasing specifically marked packs of Gold Coins, promotions, participating in giveaways, or completing

daily missions. The most common way, however, for users to obtain Super Coins is to purchase Gold Coins (*i.e.*, the more Gold Coins a user purchases, the more Super Coins the user receives as a bonus). So, in effect, when a person buys Gold Coins, they are also generally buying Super Coins, though Defendant falsely markets the sale as Super Coins being an added "bonus" added to the purchase.



61. Players then gamble using Super Coins that they would play with Gold Coins. In short, a user playing the chance-based games with Super Coins is gambling in the purest sense – they are wagering something of value on a random event with the hope and intent of winning more Super Coins than wagered to then receive tangible rewards, prizes, and value.

62. Plaintiff and, upon information and belief, the vast majority of players on the Defendant's platform regularly buy additional coin bundles when they run out of Super Coins even when they already possess unused Gold Coins. The fact that players are making these repeated purchases when they have ample Gold Coins confirm that these transactions are driven entirely by the desire to obtain Super Coins for real-money gambling, rather than for the Gold Coins that Defendant sells.

63. Users may acquire Super Coins through various means, including promotional giveaways, participation in contests or daily missions, and most commonly, through the purchase of Gold Coins. The more Gold Coins a user buys, the more Super Coins they receive as an alleged "bonus." In reality, Defendant uses the sale of Gold Coins as a vehicle for the sale of Super Coins, misleadingly marketing the transaction to obscure the real-money nature of the exchange.

64. Once obtained, users gamble with Super Coins in the same manner as they do with Gold Coins. However, because Super Coins are redeemable for real-world value, users who wager Super Coins are engaging in gambling: staking something of value on an event determined predominantly by chance with the expectation of winning additional value in the form of redeemable prizes.

65. Furthermore, Defendant imposes a "1x playthrough" requirement on bonus Super Coins, mandating that players must wager an amount equal to the number of bonus Super Coins they wish to withdraw before any redemption is permitted. For example, to withdraw 25 Super Coins, a player must first wager at least 25 Super Coins on casino-style games offered through the No Limit Coins platform. This restrictive condition significantly impairs users' ability to redeem winnings and effectively forces continued gambling activity. The playthrough requirement operates as a coercive mechanism, compelling users to risk further losses under the guise of accessing previously earned rewards. This practice is misleading, particularly when users are initially lured to the platform by representations that it is merely a "social casino" offering free-to-play entertainment. In reality, the platform's design systematically incentivizes and prolongs gambling behavior while obscuring the difficulty of actually obtaining monetary rewards—underscoring the predatory nature of Defendant's operations.

66. In Illinois, it is illegal to operate and offer online gambling casinos, including

websites that offer slot machines, blackack, roulette, and poker. *See generally* 720 ILCS 5/28-1(a)(12) *et. seq.* In this regard, Illinois has a fundamental and deep-rooted public policy against gambling.

67. Despite Illinois' clear prohibition on online gambling, Defendant operates unlicensed and illegal online casinos within Illinois, as discussed further below.

68. Players of No Limit Coins stake or risk something of value when playing any of the games of chance offered on Defendant's website. Specifically, players use Super Coins to play various casino-style games, many of which are determined predominantly by chance rather than skill. When Super Coins are used, players risk these coins for the opportunity to win additional Super Coins, which can ultimately be redeemed for cash-value prizes. If a player wins, they retain and often multiply the coins they staked; if they lose, those coins are forfeited. This distinguishes No Limit Coins from traditional video games, where a user expends in-game currency or tokens to play regardless of the outcome. In No Limit Coins, players either maintain and grow their balance, or lose it, based on the results of chance-based games, closely resembling the mechanics of real-money gambling.

69. While No Limit Coins's games require some level of user interaction, chance is the predominant factor in determining outcomes. Specifically, in slot machines and other casino-style games featured on the site, the results are driven by random number generators or other chance-based mechanics. Upon information and belief, these outcomes are not influenced by player skill or strategy, but instead by algorithms designed to introduce randomness. As a result, the element of chance materially impacts the result of each game.

70. The slight degree of user interaction does not remove No Limit Coins's games from the definition of games of "chance" or "contest of chance" under Illinois law. Numerous games

widely recognized as gambling, such as blackjack and craps, involve user interaction. User interaction is also a known feature in real-world slot machines. No Limit Coins is akin to real world casino games known as "I-Slots" or interactive slots, which are recognized forms of gambling that allows players to influence the outcome through choices and gameplay.[10]

71. Even players with extensive experience or knowledge of casino-style games may lose repeatedly if the game's underlying randomization is not in their favor. Conversely, less experienced users may win when the randomized outcomes align advantageously. This inherent unpredictability reinforces that chance, rather than skill, is the dominant factor in the outcome of No Limit Coins's games.

72. The Gold Coins and Super Coins in No Limit Coins are things of value, because they provide an "extension of a service, entertainment or a privilege of playing a game or scheme without charge" and are considered "any representative of value" to players.

73. The games in No Limit Coins have all the same trappings as casino games, such as slot machines, including graphics and sounds.

74. In sum, Defendant's Wow Vegas casino platforms host casino-style games that are unmistakably games of chance. By offering these games of chance, Defendant is operating unregulated online casinos in violation of Illinois law, which explicitly prohibits gambling on

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[10] BetMGM, *Slots and the World of Narrative Gaming*,https://casino.betmgm.com/en/blog/islots-narrative-gaming/ (last accessed January 25, 2025); SDLC Corp., *How Slot Games Are Incorporating Interactive Features and Mini-Games*; https://sdlccorp.com/post/how-slot-games-are-incorporating-interactive-features-and-mini-games/ (last visited Dec. 31, 2024); https://lcb.org/articles/i-slots (last accessed January 25, 2025); Casino Life, *The Different Types of Online Slots & Their Features*; https://www.casinolifemagazine.com/blog/different-types-online-slots-theirfeatures#:~:text=I%2DSlots%2C%20or%20interactive%20slots,outcome%20through%20choices%20and%20gameplay (last accessed January 25, 2025).

games of chance conducted over the internet. 720 ILCS 5/28-1(a)(12).

III. *Defendant Resurrects Internet Sweepstakes Café Model from Early 2000s*

75. In the early 2000s, a widespread trend emerged in which unscrupulous operators attempted to circumvent state gambling laws by establishing so-called "Internet cafés." These businesses—often set up in suburban strip malls—purported to sell innocuous products such as internet access or long-distance calling minutes. In reality, the purchase of those goods was merely a front for what amounted to casino-style gambling: customers received "free" sweepstakes entries with each purchase, which they could then use to play slot machine-style games on computer terminals, with the chance to win real cash prizes.

76. Most state gambling statutes define gambling as involving three core elements: (1) consideration**,** (2) chance, and (3) a prize**.** Operators of these Internet cafés attempted to sidestep the "consideration" element by claiming that the sweepstakes entries were promotional add-ons to legitimate purchases, akin to promotional sweepstakes run by brands like large brands. But this separation was illusory; the primary and intended purpose of the transaction was to enable gambling.

77. Courts and law enforcement agencies across the United States uniformly concluded that these so-called sweepstakes promotions were thinly veiled gambling operations, and moved to shut them down under applicable state gambling laws.

78. In *Barber v. Jefferson Cty. Racing Ass'n, Inc.*, 960 So.2d 599 (Ala. 2006), the Alabama Supreme Court dealt a decisive blow to the Internet café defense. There, operators sold internet time while offering customers 100 "sweepstakes entries" for every dollar spent. They argued that the entries were not gambling because customers were buying a product (internet time), and had the option to request free entries by mail. The court rejected these arguments, holding that the operation constituted illegal gambling despite these superficial distinctions. See *id.* at 612.

79. *Barber* reflects a broad consensus among courts nationwide: the use of nominal product sales or alternative free-entry routes does not shield operators from liability when the dominant purpose of the enterprise is gambling. The underlying structure—consideration

exchanged for a chance to win a prize through a game of chance—remains unchanged and unlawful.

80. Defendant now attempts to revive this discredited model. Defendant will urge the Court to accept the fiction that its operations are not gambling, but rather legal "sweepstakes" entertainment. That argument is not new—it is the same tactic employed by illegal gambling outfits in the early 2000s, which courts and regulators uniformly rejected.

81. As detailed below, Defendant employs a structurally identical business model: users ostensibly purchase "virtual coins" but receive "Super Coins"—with real-world value—for use in casino-style games of chance. The inclusion of token "free" methods of entry and the marketing language around "sweepstakes" do not change the underlying legal reality. Courts have consistently found such models to be unlawful.

82. Indeed, in *Larsen v. PTT, LLC*, 737 F. Supp. 3d 1076 (W.D. Wash. 2024), a federal court granted summary judgment against an online gaming operator whose structure mirrored Defendant's.

83. Defendant's attempt to rebrand illegal online gambling as a sweepstakes promotion is part of a familiar pattern already discredited by courts, regulators, and the public. Defendant's operations are not novel—they are a modern replica of a failed and unlawful model.

IV. *All Purported Contracts With Defendant Are Void*

84. There are two independent and legally sufficient grounds upon which any purported contract with Defendant is void and unenforceable.

85. In Illinois, all contracts based wholly or partly on money or value obtained through illegal gambling is void. § 720 ILCS 5/28-7.

86. Thus, no contract was ever formed between the parties, and any purported contract between herself and Defendant, and any contractually based defenses Defendant may raise are likewise void.

87. And the *entire* contract is void, because "all promises, contracts or agreements

entered into, where the whole or any part of the consideration shall be for any money, property or other valuable thing won by any gaming, shall be void and of no effect." *Riordon v. McCabe*, 341 Ill. 506, 509, 173 N.E. 660, 662 (1930).

88. Even if not void, they are unconscionable as the terms and conditions is an adhesion contract.

89. Parties cannot contractually agree to engage in conduct that is criminal or otherwise contrary to public policy. Just as a person cannot lawfully contract to engage in forced labor, sex trafficking, illicit drug sales, or other illegal conduct, neither can they enter into a valid and enforceable agreement to participate in unlawful gambling. Any purported contractual relationship between Plaintiff and Defendant—premised on participation in illegal gambling activity—is therefore void ab initio.

90. Accordingly, Plaintiff hereby voids any purported agreement or contract between herself and Defendant. As a result, Defendant may not invoke any contractual defenses—including arbitration clauses, choice-of-law provisions, or class action waivers—because no valid or enforceable agreement exists.

FACTS SPECIFIC TO PLAINTIFF

Plaintiff's Experience

91. Plaintiff played No Limit Coins from approximately February 2025 to May 2025 during which he made many in-game purchases of Super Coins.

92. Plaintiff accessed No Limit Coins from his residence in Illinois. Plaintiff received an initial allotment of Gold Coins and Super Coins. After losing his initial allocation of free Gold Coins and Super Coins, he began purchasing Super Coins from Defendant and did so from Illinois, which Defendant accepted.

93. Plaintiff placed all of his wagers in No Limit Coins in Illinois.

94. Overall, Plaintiff wagered and lost approximately $4,600.00 in real-world currency

while using No Limit Coins and its games of chance, including slots. He lost the coins he purchased from Defendant by wagering them in No Limit Coins's games of chance.

95. By and through No Limit Coins's gambling features described above during the time period of approximately February 2025 to May 2025, Plaintiff was induced into making certain in-game purchases and wagers that she otherwise would not have made.

96. As a result of Defendant's unfair, unlawful, and deceptive acts, Defendant was unjustly enriched.

97. Plaintiff enjoys playing online games and has an ongoing interest in playing No Limit Coins if it were to change to be devoid of unlawful, deceptive and unfair business practices. Plaintiff therefore has an ongoing interest in No Limit Coins complying with state and federal gambling laws and consumer protection statutes.

CLASS ALLEGATIONS

98. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b) on behalf of himself and all others similarly situated defined as follows:

99. The Class is defined as follows:

Illinois Class: All Illinois residents who, during the applicable limitations period, have lost money wagering on Defendant's online casino games.

Illinois Loss Recovery Subclass: All persons in Illinois who have lost at least $50 in currency wagering on Defendant's online casino games.

100. Collectively, the "Illinois Class" and "Illinois Loss Recovery Subclass" shall be referred to as the "Classes." Excluded from the Classes are: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest and its current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel

and Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

101. **Numerosity.** Upon information and belief, there are hundreds, if not thousands, of Class members, so joinder of all members is impracticable. The precise number of class members and their identifies are unknown to Plaintiff currently but may be ascertained from Defendant's books and records and other third-party sources.

102. **Commonality.** There are many questions of law and fact common to the claims of Plaintiff and the other members of the Class, and those questions predominate over any questions that may affect individual members of the Class. These common legal and factual questions, each of which may also be certified under Rule 23(c)(4), include the following:

a. Whether the games in No Limit Coins are gambling as defined under Illinois law;
b. Whether Defendant engaged in the conduct alleged in the Complaint;
c. Whether Defendant violates the statutes listed below in Counts I and II;
d. Whether Defendant violated statutes analogous to those alleged herein applicable;
e. Whether and how Defendant manipulates the odds in games offered in No Limit Coins;
f. Whether Plaintiff and the other Class members were damaged by Defendant's conduct; and
g. Whether Plaintiff and the other Class members are entitled to restitution or other relief.

103. **Typicality**. Plaintiff's claims are typical of the claims of the Class because they were players of No Limit Coins who made in-game purchases of coins and wagered such coins as a result of Defendant's unlawful and wrongful conduct. The factual and legal basis of Defendant's liability to Plaintiff and to the other Class members are the same, resulting in injury to the Plaintiff and to all of the other members of the Class. Plaintiff and the other members of the Class have suffered harm and damages due to Defendant's unlawful and wrongful conduct.

104. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of

the other members of the Class. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the other Class members and have the financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the other members of the Class.

105. **Predominance & Superiority.** Absent a class action, most Class members would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication. The damages or other financial detriment suffered by Plaintiff and putative class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the proposed Class to individually seek redress for Defendant's wrongful conduct.

106. **Final Declaratory or Injunctive Relief.** Defendant has acted and failed to act on grounds generally applicable to the Plaintiff and the Class members, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the Class members, and making injunctive or corresponding declaratory relief appropriate for the Class as a whole.

FIRST CAUSE OF ACTION
Violation of the Illinois Loss Recovery Act
720 ILCS 5/28-8
(*On Behalf of Plaintiff and the Illinois Loss Recovery Subclass*)

107. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1–106 by reference as if fully set forth herein.

108. Plaintiff brings this count individually and on behalf of the Illinois Loss Recovery Subclass.

109. 720 ILCS 5/28-8(a) provides that:

Any person who by gambling shall lose to any other person, any sum of money or

> thing of value, amounting to the sum of $50 or more and shall pay or deliver the same or any part thereof, may sue for and recover the money or other thing of value, so lost and paid or delivered, in a civil action against the winner thereof, with costs, in the circuit court.

110. The Illinois Supreme Court has found that the "purpose of section 28-8(a) is not simply to undo illegal gambling transactions but 'to deter illegal gambling by using its recovery provisions as a powerful enforcement mechanism.'" *Dew-Becker*, 178 N.E.3d at 1037-38 (quoting *Vinson v. Casino Queen, Inc.*, 123 F.3d 655, 657 (7th Cir. 1997)).

111. Plaintiff, Illinois Loss Recovery Subclass members, and Defendant are "persons" under 720 ILCS 5/28-8(a). *See* 720 ILCS 5/2-15 ("Person" means "an individual, natural person, public or private corporation . . . partnership, unincorporated association, or other entity.").

112. The activity of "gambling" includes anyone who, *inter alia*, "knowingly establishes, maintains, or operates an Internet site that permits a person to play a game of chance or skill for money or other thing of value by means of the Internet," 720 ILCS 5/28-1(a)(12), "knowingly plays a game of chance or skill for money or other thing of value," 720 ILCS 5/28-1(a)(1), or "knowingly . . . uses . . . any gambling device." 720 ILCS 5/28-1(a)(3).

113. The Illinois Loss Recovery Act defines a "gambling device" as a "slot machine or other machines or device for the reception of money or other thing of value" that on "chance or skill . . . is staked, hazarded, bet, won, or lost." 720 ILCS 5/28-2(a).

114. Defendant's Super Coins constitutes money or a thing of value because its value is directly tied to the U.S. Dollar ratio. Just like casino chips in a brick-and-mortar casino, Super Coins serves as a proxy for real currency, allowing players to wager, win, and ultimately cash out their balances in a form that retains actual monetary value.

115. Defendant's online casino platform is an Internet site and app that permits consumers to play games of chance (e.g., online slot machines) for money or other things of value

(Super Coins).

116. Every casino game offered on Defendant's online platform is a "gambling device" because they accept money or other valuable items (Super Coins) from players, operate on chance using random number generators, and enable players to stake, hazard, and bet money or other valuable items (Super Coins) with the potential to win or lose money or other valuable items (Super Coins).

117. Defendant's games of chance do not permit players to gamble directly against other players. Rather, like the "house" in a traditional brick-and-mortar casino, Defendant is the "winner" under the statute because it has a direct stake in the result of the gambling. When players wager Super Coins on games of chance and win, they can redeem their winnings for real prizes in U.S. Dollars—meaning Defendant incurs the equivalent monetary loss. Conversely, when players bet Super Coins on games of chance and lose, Defendant retains the full value of the lost Super Coins, just as traditional casinos profit from losing bets placed against the house.

118. By wagering and losing Super Coins on Defendant's casino platform, Plaintiff and each member of the Illinois Loss Recovery Subclass gambled and lost money or things of value.

119. Plaintiff and the members of the Illinois Loss Recovery Subclass have each lost more than $50 gambling on Defendant's platform.

120. Defendant owns, operates, and controls the gambling games described herein, and directly profited from Plaintiff's and the Illinois Loss Recovery Subclass members' gambling losses. Defendant is therefore the "winner" under 720 ILCS 5/28-8(a) of all moneys lost by Plaintiff and the Illinois Loss Recovery Subclass members.

121. Defendant operates an illegal gambling website that is accessible in Illinois.

122. Plaintiff's and the Illinois Loss Recovery Subclass members' losses occurred in

Illinois because Defendant's online casino games were played by Illinois residents on computers, mobile phones, and mobile devices in the State of Illinois. Defendant had actual knowledge that Plaintiff and the Illinois Loss Recovery Subclass members reside in Illinois because each of them selected "Illinois" as their state of residence and provided their complete home address pursuant to Defendant's mandatory registration process.

123. Plaintiff, on behalf of herself and the Illinois Loss Recovery Subclass members, seek an order requiring Defendant to (1) cease the operation of its gambling devices, and (2) return all lost monies, with costs, pursuant to 720 ILCS 5/28-8(a).

SECOND CAUSE OF ACTION
Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act
815 ILCS §§ 505/1, *et seq.*
(On behalf of Plaintiff and the Illinois Class)

124. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1–106 by reference as if fully set forth herein.

125. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS §§ 505/1, *et seq.*, bars any unlawful, unfair, or deceptive conduct in trade or commerce. This includes acts such as misrepresentation, false advertising, fraud, false promises or pretenses, and the concealment or omission of material facts.

126. The ICFA applies to Defendant's actions and conduct as described herein because it protects consumers in transactions that are intended to result, or which have resulted, in the sale of goods or services.

127. Defendant is a "person" as defined by 815 ILCS 505/1(c).

128. Plaintiff and the Illinois Class are "consumers" under 815 ILCS 505/1(e).

129. Super Coins are "merchandise" within the meaning of 815 ILCS 505/1(b) and Defendant's sale of Super Coins constitutes "trade" or "commerce" within the meaning of 815

ILCS 505/1(f).

130. Defendant's practices described above, including the operation of an illegal casino and the sale of Super Coins, were unfair within the meaning of the ICFA because they constitute unlawful and unregulated gambling.

131. Defendant's practices described above, including their operation of illegal casino platform and sale of Super Coins, were unfair within the meaning of the ICFA because they offended Illinois' public policy against unlawful and unregulated gambling. *See, e.g.*, 720 ILCS 5/28-7 (Gambling contracts void); *Hall v. Montaleone*, 348 N.E.2d 196, 198 (Ill. App. Ct. 1976) (stating that "gambling contracts or contracts for an immoral or criminal purpose" are "absolutely void and unenforceable" by reason of "public policy"), and were otherwise unethical, oppressive, and unscrupulous and caused substantial injury to the consumers who purchased sweeps coins on the Defendant platform.

132. Defendant caused substantial injury to Plaintiff and the Illinois Class by inducing them to purchase and wager Super Coins through the design of its illegal gambling platform. The injury caused by Defendant's conduct is not outweighed by any countervailing benefits to consumers or competition, and the injury is one that consumers themselves could not reasonably have avoided.

133. Defendant's unfair practices occurred during the marketing and sale of Super Coins for use on Wow Vegas' illegal gambling platform, and thus, occurred in the course of trade and commerce.

134. Further, Defendant represents to consumers, including Plaintiff, that its games are not gambling and you can "play for free." Plaintiff relied on these representations in playing Wow Vegas.

135. Further, Defendant conceals from consumers, including Plaintiff and the Illinois Class, that wagering with Super Coins on its platform constitutes illegal gambling prohibited by state law.

136. To make matters worse, Defendant's online casino fails to provide the statutorily required consumer protections that every licensed casino in the State of Illinois must provide. *See* 230 ILCS 10/13.1(a) (Compulsive gambling) ("Each licensed owner shall post signs with a statement regarding obtaining assistance with gambling problems" at "[e]ach entrance and exit" and "[n]ear each credit location."); 11 ILL. ADMIN. CODE 1800.1750.

137. Defendant aggressively markets and advertises its platform through various media while at the same time concealing that it is illegal under state law. As such, Illinois consumers, including Plaintiff and the Illinois Class, are highly likely to continue to encounter current and future iterations of Defendant's illegal platform absent injunctive relief.

138. Not only is Defendant's conduct unfair, but as discussed above, Defendant's conduct is also unlawful given that they knowingly maintain and operate "an Internet site that permits a person to play a game of chance or skill for money or other thing of value by means of the Internet," 720 ILCS 5/28-1(a)(12), and otherwise knowingly play games of chance for money or other things of value, 720 ILCS 5/28-1(a)(1), and knowingly use gambling devices, 720 ILCS. 5/28-1(a)(3).

139. Further, Defendant's conduct is immoral because it is designed to encourage illegal gambling while marketing its platform as a legal simulation of casino-style games, as well as to exploit psychological triggers associated with gambling and addiction in order to target susceptible populations.

140. As a direct and proximate result of Defendant's conduct and violations of the ICFA,

Plaintiff and the Illinois Class members have suffered harm in the form of monies paid and lost for Defendant's Super Coins.

141. Plaintiff, on behalf of herself and the Illinois Class members, seeks an order requiring Defendant to (1) cease the unfair practices described herein, (2) return all monies acquired through any purchase that included the transfer of Super Coins to Plaintiff and the Illinois Class, and otherwise (3) pay damages, interest, and reasonable attorneys' fees, together with costs and expenses.

THIRD CAUSE OF ACTION
Unjust Enrichment
(On behalf of Plaintiff and the Illinois Class)

142. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1–106 by reference as if fully set forth herein.

143. Plaintiff and the Illinois Class members have conferred a benefit upon Defendant in the form of the money they paid for the purchase of Super Coins to wager on Defendant's illegal casino platform.

144. Defendant appreciates and has knowledge of the benefits conferred upon it by Plaintiff and the Illinois Class.

145. Under principles of equity and good conscience, Defendant should not be permitted to retain the money obtained from Plaintiff and the Illinois Class members, which Defendant has unjustly obtained as a result of its unlawful operation of casino games. As it stands, Defendant has retained millions of dollars in profits generated from its unlawful games of chance and should not be permitted to retain those ill-gotten profits.

146. Accordingly, Plaintiff and the Illinois Class members seek full disgorgement of all money Defendant has retained as a result of the wrongful conduct alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests, individually and on behalf of all others similarly situated, the following relief:

1. For an order certifying this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, defining the Class as requested herein, appointing Plaintiff as class representative and her counsel as class counsel;

2. Awarding Plaintiff all economic, monetary, actual, consequential, compensatory, and punitive damages available at law and to be determined by proof;

3. Awarding Plaintiff and the class members appropriate relief, including actual and statutory damages;

4. Awarding Plaintiff's reasonable attorneys' fees, costs, and other litigation expenses;

5. Awarding pre- and post-judgment interest, as allowable by law;

6. For an order enjoining Defendant from continuing to engage in the wrongful acts and practices alleged herein;

7. Declaratory and equitable relief, including restitution and disgorgement;

8. For public injunctive relief as the Court may deem proper; and

9. Awarding such further and other relief as the Court deems just, proper and equitable.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: September 11, 2025 Respectfully submitted,

By: /s/ Scott Edelsberg

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Counsel for Plaintiff and the Proposed Class

CIVIL COVER SHEET

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(See instructions on next page of this form.)*

I. (a) PLAINTIFFS

KYLE LEJMAN, individually, on behalf of themselves

(b) County of Residence of First Listed Plaintiff Cook County, IL
(Except in U.S. plaintiff cases)

(c) Attorneys *(firm name, address, and telephone number)*
Scott Edelsberg, Edelsberg Law, P.A.
20900 NE 30th Ave., Suite 417
305-975-3320

DEFENDANTS

A1 DEVELOPMENT LLC, d/b/a No Limit Coins

County of Residence of First Listed Defendant Lincoln County, WY
(In U.S. plaintiff cases only)
Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Check one box, only.)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government not a party.)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate citizenship of parties in Item III.)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(For Diversity Cases Only.)*

(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business in This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business in Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Check one box, only.)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans)
- ☐ 153 Recovery of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☒ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

PROPERTY RIGHTS
- ☐ 820 Copyright
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016 (DTSA)

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729 (a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 485 Telephone Consumer Protection Act (TCPA)
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Arts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/Accommodations
- ☐ 445 Amer. w/ Disabilities- Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus – Alien Detainee (Prisoner Petition)
- ☐ 465 Other Immigration Actions

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAXES
- ☐ 870 Taxes (U.S. Plaintiff or Defendant
- ☐ 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Check one box, only.)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

28 U.S.C. §1332(d): Violation of the Illinois Loss Recovery Act

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

☒ Check if this is a **class action** under Rule 23, F.R.CV.P.

Demand $ 5,000,000

CHECK Yes only if demanded in complaint:
Jury Demand: ☒ Yes ☐ No

IX. RELATED CASE(S) IF ANY *(See instructions):*

Judge Case Number

X. Is this a previously dismissed or remanded case? ☐ Yes ☒ No If yes, Case # Name of Judge

Date: September 11, 2025

Signature of Attorney of Record /s/ Scott Edelsberg

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.