

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

DILVAR TAYIP,)	
)	
Plaintiff,)	Civil Action No. _____
)	
v.)	
)	
BETMGM, LLC,)	
)	
Defendant.)	

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1441, *et seq.*, Defendant BetMGM, LLC (“Defendant”) hereby removes this action originally filed by Plaintiff Dilvar Tayip (“Plaintiff”) in the Chancery Court for Davidson County, Tennessee to this United States District Court for the Middle District of Tennessee, and states as follows:

1. On October 6, 2025, Plaintiff filed a complaint against Defendant and the Tennessee Sports Wagering Council (“SWC”) in the Chancery Court for Davidson County, Tennessee, Case No. 25-1399-III (“Original Chancery Court Action”).

2. On November 5, 2025, SWC filed a Motion to Sever Claims and Bifurcate Case Proceeding in the Original Chancery Court Action, and, on March 6, 2026, the Chancery Court entered an Order severing the administrative appeal against SWC from the original jurisdiction claims against Defendant and directing the Clerk & Master’s Office to assign the claims against Defendant to Chancery Court Part III under a new case number (“Bifurcation Order”).

3. On March 9, 2026, the new case against Defendant was opened as Chancery Court Case No. 26-0291-III (“Second Chancery Court Action”). The Second Chancery Court Action does not include claims against SWC, so Plaintiff and Defendant are the only parties to such action

and complete diversity between the parties now exists. A true and accurate copy of the case initiating document and Amended Complaint in the Second Chancery Court Action as well as a copy of the Complaint and Bifurcation Order from the Original Chancery Court Action is attached hereto as Exhibit 1.

4. This Notice of Removal is filed within thirty (30) days of the Bifurcation Order and opening of the Second Chancery Court Action and is therefore timely filed under 28 U.S.C. § 1446(b).

5. The case as stated by the Amended Complaint is removable to this Court pursuant to 28 U.S.C. §§ 1332 and 1441. According to the Amended Complaint, Plaintiff resides in Nashville, Tennessee. Defendant is a Delaware entity with its principal place of business in Jersey City, New Jersey. Defendant is owned 50% by GVC Holdings (USA) Inc. and 50% by MGM Sports & Interactive Gaming, LLC. Entain Holdings (UK) Limited owns 100% of GVC Holdings (USA) Inc., and Entain plc owns 100% of Entain Holdings (UK) Limited. MGM Resorts International owns 100% of MGM Sports & Interactive Gaming, LLC. Entain plc and MGM Resorts International are both publicly traded corporations. No such entity is a citizen of Tennessee. Therefore, there is complete diversity between Plaintiff and Defendant.

6. Plaintiff's Amended Complaint presents a civil action of which this Court has original jurisdiction pursuant to the provisions of 28 U.S.C. § 1332 and is one which may be removed to this Court by Defendant pursuant to 28 U.S.C. § 1441 because complete diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000. Based upon the allegations in the Amended Complaint, Plaintiff is seeking damages up to \$325,000 related to amounts he purportedly wagered with Defendant, an additional \$275,000 in other damages, the trebling of damages, and an award of attorneys' fees and costs. (*See* Amended Complaint, Prayers

for Relief at ¶¶ 1-4). Thus, the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

7. Pursuant to 28 U.S.C. § 1446(d), Defendant will: (1) file a copy of this Notice of Removal with the Chancery Court for Davidson County, Tennessee; (2) provide prompt notice to Plaintiff; and (3) file proof of all notices and filings with the Clerk of the United States District Court for the Middle District of Tennessee. A copy of the Notice to be filed with the Chancery Court for Davidson County, Tennessee is attached hereto as Exhibit 2.

8. By filing this Notice of Removal, Defendant does not waive any defenses or affirmative defenses that may be available, including, but not limited to, compelling arbitration of this dispute.

WHEREFORE, Defendant hereby gives notice that the above-referenced pending action in the Chancery Court for Davidson County, Tennessee has been removed to this Court.

Dated: April 6, 2026

Respectfully submitted,

/s/ Kevin C. Baltz

Kevin C. Baltz (TN BPR No. 022669)

Jeremy D. Ray (TN BPR No. 034407)

BAKER, DONELSON, BEARMAN,

CALDWELL, & BERKOWITZ, PC

1600 West End Avenue, Suite 2000

Nashville, TN 37203

Phone: 615-726-5566

kbaltz@bakerdonelson.com

jray@bakerdonelson.com

Counsel for BetMGM, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 6th day of April, 2026, a true and exact copy of the foregoing Notice of Removal was filed through the Court's CM/ECF system and has been served upon the following counsel by electronic mail:

Rachel Zamata Odom Swanson
Law Office of Rachel Zamata, LLC
3200 West End Avenue, Suite 500
Nashville, Tennessee 37203
Email: rachel@rachelzamatalaw.com

Counsel for Plaintiff

/s/ Kevin C. Baltz

Kevin C. Baltz

Exhibit 1

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED

2025 OCT -8 AM 9:55

DAVIDSON COUNTY CHANCERY CT

DILVAR TAYIP
Petitioner

LN per order 3/6/26

V

Docket No. ~~25-1399-III~~ 26-6291-I

BET MGM LLC
Respondent.

FILED
ON 3/9/26
BY BM DC & M
MARIA M. SALAS, C & M
DAVIDSON CO. CHANCERY CT.

PETITION FOR JUDICIAL REVIEW
OF DECISION OF THE SPORTS WAGERING COUNCIL

Appears now, the Petitioner, Dilvar Tayip, and petitions this honorable court for a review of a recent decision by the Tennessee Sports Wagering Council. In support of this petition, the petitioner states as follows:

PARTIES

1. The petitioner is Dilvar Tayip and Mr. Tayip resides in Nashville, Tennessee.
2. The respondent, BetMGM LLC is a foreign, for-profit corporation, engaged in the business of sports wagering, among other activities. The respondent has a principal office at 200 Hudson Street, Suite 700, Jersey City, New Jersey 07311-1207. The respondent may be served with service of process through their Tennessee Registered Agent for process at Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203.

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DILVAR TAYIP
Petitioner

V

Docket No. 26-0291-III
(Bifurcated from 25-1399-III)

BET MGM LLC
Respondents.

AMENDED PETITION
(FOLLOWING BIFURCATION FROM SPORTS WAGERING COUNCIL DISPUTE)

Appears now, the Petitioner/Plaintiff, Dilvar Tayip, and brings this cause of action against Bet MGM LLC. In support of this petition, the petitioner states as follows:

PARTIES

1. The petitioner is Dilvar Tayip, and Mr. Tayip resides in Nashville, Tennessee at 316 Gaywood Drive, Nashville, Tennessee 37211.

2. BetMGM LLC is a foreign, for-profit, corporation, engaged in the business of sports wagering, among other activities. The BetMGM LLC respondent has a principal office at 200 Hudson Street, Suite 700, Jersey City, New Jersey 07311-1207. The BetMGM LLC respondent may be served with service of process through their Tennessee Registered Agent for process at Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203.

JURISDICTION AND VENUE

3. Jurisdiction is proper pursuant to Tennessee Code Annotated § 16-11-102 and § 16-11-103 *et seq.*

4. Tennessee Code Annotated § 4-51-319 – Requires gaming operators to implement and enforce self-exclusion programs, and Tennessee Administrative Code Chapter 1350-01 – Establishes gaming operator responsibilities, including adherence to self-exclusion policies.

BACKGROUND

The facts of this matter are as follows:

5. Petitioner has engaged extensively in sports wagering since the process was legalized in the state of Tennessee.

6. Petitioner has experienced much financial success in the past in his ventures in sports wagering.

7. Despite significant past financial success, the Petitioner decided at some point in 2021 that he would stop wagering on any matters whatsoever for a period of five years.

8. Petitioner placed himself on the Tennessee Voluntary Sports Wagering Self Exclusion List on or about June 16, 2021. Petitioner self-excluded until June 16, 2026. Tennessee's self-exclusion list allows individuals affected by problem gambling to voluntarily ban themselves from casinos, internet-based gambling, video gaming terminals, and fantasy sports wagering. They can choose the length of their ban from multiple options.

9. Petitioner also, on June 16, 2021, self-excluded from Bet MGM's own website, as a separate and apart act from his state of Tennessee self-exclusion. That self-exclusion should not have been lifted, under any circumstances, until June 16, 2026.

10. BetMGM's responsible gaming policy clearly states: "Self-exclusion is irrevocable and binding for the entire selected duration. Once a customer selects a self-exclusion period, it cannot be reversed or shortened under any circumstances. Removal from a state list does not alter or override the operator's separate exclusion obligations."

11. Even if Petitioner were removed from the State of Tennessee's self-excluded gamblers list early, as was the case in May of 2023, the BetMGM Self-Exclusion should have remained in effect until 2026.

12. According to BetMGM's own policy: If an individual on their self-exclusion list somehow places a wager, the wager will be canceled and the funds returned to the gambler.

13. Petitioner placed wagers with BetMGM from May 2023 to approximately June 2025, with wins and losses totaling nearly \$300,000.00. See attached, as *Exhibit A*, some samples of wagers placed during the pendency of the self-exclusion agreement. Bank statement proof of deposits made by the self-excluded petitioner to BetMGM LLC during the period of self exclusion can also be produced, under seal, if the court would like to review said information.

14. Pursuant to BetMGM's own policy, Petitioner should not have been able to place any wager during his self-exclusion term, *even if* the state of Tennessee ended his self-exclusion early.

15. By allowing the Petitioner to wager prior to the petitioner's self-exclusion term ending, and by counseling the petitioner on how to have himself removed from Tennessee's Self-Exclusion Listing early — which would not have occurred until June 2026 — BetMGM preyed on the petitioner, and, essentially, removed petitioner from his incubation of treatment too early, in violation of their own policies and to the great financial detriment of the petitioner.

CAUSES OF ACTION FOR BET MGM LLC

16. Violations of the the Tennessee Sports Gaming Act, codified at Tennessee Code Annotated § 4-51-301 *et seq.* The factual allegations of this case represent violations of the Tennessee Sports Gaming Act in that the Act is designed to protect vulnerable citizens by punishing powerful companies that prey on them. The petitioner in this case represents a vulnerable person who has been preyed upon to his great financial detriment.

17. Violations of the Consumer Protection Act. The Tennessee Consumer Protection Act of 1977 protects consumers from unfair and deceptive business practices by prohibiting deceptive acts and offering a civil remedy for those harmed, including potential triple damages and attorney's fees. This petitioner is a consumer in Tennessee as that term is applied within the Tennessee Consumer Protection Act, and he has been victimized by unfair and deceptive business practices by being allowed to participate on a business platform, from 2023 to 2025, when he had specifically removed himself from the class of persons eligible to participate until 2026. BetMGM engaged in false and deceptive trade practices by inducing the petitioner to place wagers with false of misleading advertisements that tended to increase the likelihood of success.

18. Breach of Contract. A breach of contract claim in Tennessee requires proving the existence of a valid contract, that one party failed to perform their obligations, and that the petitioner performed his part of the agreement, and that the petitioner suffered damages as a result of the breaching party's actions or inactions. For a breach to be considered "material," it must be significant enough to allow the non-breaching party to end the contract and sue for damages. In this matter, the petitioner signed himself in to the BetMGM Self Exclusion program,

and asked to be disallowed to participate as a gambler again until 2026. BetMGM breached the contract when the defendant corporation allowed petitioner to begin placing wagers again in 2023 — three years prior to the self exclusion period ending in 2026. BetMGM knew, or reasonably should have known, that they were taking advantage of a vulnerable individual who had placed himself into their company’s self-exclusion program. Instead, BetMGM allowed petitioner to wager and to experience significant losses.

BetMGM offered a self-exclusion program to the petitioner. Petitioner accepted, and entered himself into the self-exclusion program. BetMGM knew, or should have known, that the petitioner was a vulnerable person who was at-risk for gambling addiction. Nonetheless, BetMGM breached the contract of self-exclusion by allowing the petitioner to wager prior to the contract term formally ending in 2026.

BetMGM LLC ceaselessly solicited the petitioner with offers of expense paid travel, food, beverage, luxe accommodations, and “table money” advances throughout the time that the petitioner was self-excluded. Petitioner was making efforts to have his gambling addiction problems treated during his self-exclusion, and the ceaseless, luxurious solicitations from BetMGM were very counter-productive to the efforts.

The petitioner and the respondent are the only parties to the self-exclusion contract referenced, and the respondent is in possession of said contract.

19. Negligence and Negligent Enablement. Negligence consists of duty, breach, causation, damages, and foreseeability. Duty exists in this case because the petitioner is a long-time customer of the respondent/defendant, BetMGM, who had self-excluded himself from participation with the respondent until 2026. BetMGM breached their duty by allowing the

petitioner to place wagers prior to the end of his self exclusion term. The breach by BetMGM of allowing the petitioner to place wagers before his self-exclusion ended, have caused significant financial damages to the petitioner. There is no other cause, other than the breach by BetMGM, that could have led to the petitioner's financial losses that he is currently experiencing. The financial losses being experienced by the petitioner are a reasonably foreseeable outcome of the breach of the duty owed by BetMGM to the petitioner, as a self-excluded individual.

Further, the respondent, BetMGM, enabled the addictive sports gambling behaviors exhibited by the petitioner. Respondent, BetMGM, knew or reasonably should have known, of the tendencies of the petitioner, since the petitioner had formally requested self exclusion until 2026.

20. Negligent Misrepresentation. The Defendant/Respondent was acting in the role of a business or professional capacity. The Defendant made statements to the Plaintiff as a representative of Bet MGM LLC, and said statements were intended by the Defendant to induce the Plaintiff/Petitioner to enter into the business agreement of gambling by utilizing the Defendant's online platform. Said statements and representations did indeed induce the Plaintiff to enter into the business agreement of placing wagers utilizing the Defendant company's platform. Said statements and representations made by the Defendant were misleading, and the Defendant failed to exercise reasonable care in communicating information to the Plaintiff, who was an acknowledged gambling addict. At the time of the statements, the Defendant knew, or reasonably should have known, the statements were misleading and could cause great harm to the petitioner/plaintiff. The Plaintiff/Petitioner

relied, to his great detriment, on the Defendant's seemingly superior knowledge, skill, and judgment with regard to the early removal from the self-exclusion program.

21. Unjust Enrichment. The Defendant / Respondent has fraudulently absconded with approximately \$300,000.00 of the petitioner's personal property by accepting wagers from him when he should have remained self-excluded and forbidden from wagering. The Petitioner did not gratuitously bestow his personal property upon the Defendant. Thus, the Defendant has been unjustly enriched by this debacle.

22. Breach of Implied Covenant of Good Faith. The parties are expected to act with good faith and in a commercially reasonable manner in all business dealings with one another. The Defendant in taking advantage of the Petitioner when the Petitioner should have been self-excluded has breached the implied covenant of good faith.

23. Cause of Action: Fraud. In failing to act responsibly, the Defendant, a gaming industry titan, assisted the Petitioner, an individual with an acknowledged gambling problem or gambling addiction, with ending the self-exclusion early. The Defendant has made false or misleading representations to the Plaintiff/Petitioner to convince the Plaintiff to end the self-exclusion term early, and to start placing wagers again. These irresponsible actions and inactions on behalf of the defendant have been reasonably calculated to deceive the plaintiff; and these actions / inactions / statements have been made with the intent to deceive; the petitioner/plaintiff has, in fact, been deceived by the Defendant; and the plaintiff has been severely financially damaged by the deception.

PRAYERS FOR RELIEF

As a result of violations of the causes of action listed above, the petitioner respectfully requests damages from Bet MGM LLC in the following amounts:

A return of all money lost while gambling when the self-exclusion should have still been in effect from 2021 to 2026, plus interest, in the amount of \$325,000.00; and an additional award for all of the other included causes of action included herein in the amount of \$600,000.00.

Petitioner respectfully requests that damages from Bet MGM LLC be trebled in light of the fraudulent behavior of the respondent Bet MGM LLC in encouraging, proctoring, and allowing the self-excluded petitioner to place wagers from 2021 to 2026, while self-excluded.

Petitioner respectfully requests an award of all attorneys fees and all costs from Bet MGM LLC in pursuing this matter.

Petitioner respectfully requests an award of any and all other relief that he is entitled to under the law from BetMGM LLC.

Respectfully submitted,
LAW OFFICE OF RACHEL ZAMATA, LLC

/s/ Rachel Zamata Odom Swanson
Rachel Zamata Odom Swanson, Esq. (B.P.R. 29328)
3200 West End Avenue, Suite 500
Nashville, Tennessee 37203
rachel@rachelzamatalaw.com
Telephone 615-352-3885
Facsimile 615-601-3118

CERTIFICATE OF SERVICE

I hereby certify that, upon the filing of this document on April 2 2026, a true and correct copy of the foregoing has been sent via email to:

Tennessee Attorney General's Office
Tyler Sanders
P.O. Box 20207
Nashville, Tennessee 37202-0207
tyler.Sanders@ag.tn.gov

And

Kevin Baltz, Esq.

Jeremy Ray, Esq.
BAKER DONELSON
1600 West End Avenue, Suite 2000, Nashville, Tennessee 37203

kbaltz@bakerdonelson.com

Counsel for Bet MGM LLC

/s/ Rachel Zamata Odom Swanson
Rachel Zamata Odom Swanson, Esq.

EXHIBIT A

My Bets

Close

Live 1

Open 1

Settled

Parlay • 3 Legs [Edit Bet](#) +645

Kentucky -2.5 | Alabama -8.5 | Boston Celtics -11.5

[Hide legs](#) ^

Kentucky -2.5 -110

Spread

Result: Kentucky -2.5

Kentucky won by **9**

Illinois @ Kentucky • 75 - 84 Finished

Alabama -8.5 +100

Spread

Alabama ahead by **9**

• Saint Mary's CA @ Alabama • 63 - 72 2H < 03:45

Boston Celtics -11.5 -105

Spread

Celtics ahead by **13**

• Celtics @ Trail Blazers • 129 - 116 Q4 < 01:15

Stake: **\$1,000.00**

Potential payout: **\$7,454.55**

Cash Out \$2,574.25

[Auto cash out](#)

TN • 3/23/25 • 5:36 PM

Betslip ID: 200K2CBZFB



My Bets

Close

Live 3

Open 3

Settled

Panathinaikos Athens (GRE) -16.5 | [Edit Bet](#) **-125**

Spread

Panathinaikos Athens (GRE)	29	18	11	-	-
Anadolu Efes (TUR)	11	10	1	-	-

• LIVE Q2 < 07:15

Stake: **\$1,454.00**

Potential payout: **\$2,617.20**

Cash Out \$1,317.74

[Auto cash out](#)

TN • 5/6/25 • 2:16 PM

Betslip ID: 202J70KZG2



Science City Jena -32.5 | [Edit Bet](#) **-145**

Spread

Science City Jena	100	26	32	27	15
VfL Bochum	77	20	18	14	25

• LIVE Q4 < 00:15

Stake: **\$750.00**

Potential payout: **\$1,267.24**

Cash Out Unavailable

[Auto cash out](#)

TN • 5/6/25 • 1:57 PM

Betslip ID: 202J6DHKYD



Parlay • 2 Legs | [Edit Bet](#) **+220**

F.C. Barcelona (ESP) +7.5 | FC Barcelona

[Hide legs](#) ^

✓ **F.C. Barcelona (ESP) +7.5** **-140**

Spread

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED

2025 OCT -6 AM 9:55

RECEIVED
DAVIDSON CO. CHANCERY CT

LN

DILVAR TAYIP
Petitioner

V

Docket No. 25-1399-III

BET MGM LLC
Respondent.

**PETITION FOR JUDICIAL REVIEW
OF DECISION OF THE SPORTS WAGERING COUNCIL**

Appears now, the Petitioner, Dilvar Tayip, and petitions this honorable court for a review of a recent decision by the Tennessee Sports Wagering Council. In support of this petition, the petitioner states as follows:

PARTIES

1. The petitioner is Dilvar Tayip and Mr. Tayip resides in Nashville, Tennessee.
2. The respondent, BetMGM LLC is a foreign, for-profit corporation, engaged in the business of sports wagering, among other activities. The respondent has a principal office at 200 Hudson Street, Suite 700, Jersey City, New Jersey 07311-1207. The respondent may be served with service of process through their Tennessee Registered Agent for process at Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203.

JURISDICTION AND VENUE

3. Appeal to this honorable court from the Tennessee Sports Wagering Council is proper pursuant to Tennessee Code Annotated § 4-5-322 *et seq.*, and pursuant to the Tennessee Uniform Administrative Procedures Act (TUAPA), and also pursuant to the Sports Wagering Council's own rules. Tennessee Code Annotated § 4-51-301 *et seq.* (Sports Gaming Act) – Governs sports wagering and establishes the Council's authority. Tennessee Code Annotated § 4-51-319 – Requires operators to implement and enforce self-exclusion programs. Tennessee Code Annotated § 4-5-322 (TUAPA) – Allows for judicial review of contested agency decisions, including the Council's rulings, and Tennessee Administrative Code Chapter 1350-01 – Establishes operator responsibilities, including adherence to self-exclusion policies.

4. The Chancery Court may reverse or modify the Sports Wagering Council's decisions if the Chancery Court finds that the decision prejudiced the petitioner's rights because the administrative findings, inferences, conclusions, or decisions were: In violation of constitutional or statutory provision; In excess of the agency's statutory authority; Made using an unlawful procedure; Arbitrary, capricious, or characterized by an abuse of discretion.

BACKGROUND

The facts of this matter are as follows:

5. Petitioner has engaged extensively in sports wagering since the process was legalized.

6. Petitioner has experienced much financial success in the past in his ventures in sports wagering.

7. Despite significant past financial success, the Petitioner decided at some point in 2021 that he would stop wagering on any matters whatsoever for a period of five years.

8. Petitioner placed himself on the Tennessee Voluntary Sports Wagering Self Exclusion List on or about June 16, 2021. Petitioner self-excluded until June 16, 2026. Tennessee's self-exclusion list allows individuals affected by problem gambling to voluntarily ban themselves from casinos, internet-based gambling, video gaming terminals, and fantasy sports wagering. They can choose the length of their ban from multiple options.

9. Petitioner also, on June 16, 2021, self-excluded from Bet MGM's own website, as a separate and apart act from his state of Tennessee self-exclusion. That self-exclusion should not have been lifted, under any circumstances, until June 16, 2026.

10. BetMGM's responsible gaming policy clearly states: "Self-exclusion is irrevocable and binding for the entire selected duration. Once a customer selects a self-exclusion period, it cannot be reversed or shortened under any circumstances. Removal from a state list does not alter or override the operator's separate exclusion obligations."

11. Even if Petitioner were removed from the State of Tennessee's self-excluded gamblers list early, as was the case in May of 2023, the BetMGM Self-Exclusion should have remained in effect until 2026.

12. According to BetMGM's own policy: If an individual on their self-exclusion list somehow places a wager, the wager will be canceled and the funds returned to the gambler.

13. Petitioner placed wagers with BetMGM from May 2023 to approximately June 2025, with wins and losses totaling nearly \$300,000.00. See attached, as *Exhibit A*, some samples of wagers placed during the pendency of the self-exclusion agreement. Bank statement

proof of deposits made by the self-excluded petitioner to BetMGM LLC during the period of self exclusion can also be produced, under seal, if the court would like to review said information.

14. Pursuant to BetMGM's own policy, Petitioner should not have been able to place any wager during his self-exclusion term, *even if* the state of Tennessee ended his self-exclusion early.

15. By allowing the Petitioner to wager prior to the petitioner's self-exclusion term ending, which would not have occurred until June 2026, BetMGM preyed on the petitioner, and, essentially, removed petitioner from his incubation of treatment too early, in violation of their own policies and to the great financial detriment of the petitioner.

16. The state of Pennsylvania encountered several similar instances of misconduct by BetMGM in January 2025, and the Pennsylvania Gaming Control Board (PGCB) fined BetMGM \$261,000 as a result of the violation in addition to requiring that BetMGM return the amounts wagered to the self-excluded gamblers.

17. In Tennessee, the Sports Wagering Council has the authority to fine, suspend, or revoke the license of any company that accepts wagers from self-excluded individuals. The Sports Wagering Council requires licensed sports books to have internal systems to enforce self-excluded status of state citizens. See the Tennessee Sports Gaming Act, codified at Tennessee Code Annotated § 4-51-301 *et seq.*

CAUSES OF ACTION

18. Violations of the the Tennessee Sports Gaming Act, codified at Tennessee Code Annotated § 4-51-301 *et seq.* The factual allegations of this case represent violations of the Tennessee Sports Gaming Act in that the Act is designed to protect vulnerable citizens by

punishing powerful companies that prey on them. The petitioner in this case represents a vulnerable person who has been preyed upon to his great financial detriment.

19. **Violations of the Consumer Protection Act.** The Tennessee Consumer Protection Act of 1977 protects consumers from unfair and deceptive business practices by prohibiting deceptive acts and offering a civil remedy for those harmed, including potential triple damages and attorney's fees. This petitioner is a consumer in Tennessee as that term is applied within the Tennessee Consumer Protection Act, and he has been victimized by unfair and deceptive business practices by being allowed to participate on a business platform, from 2023 to 2025, when he had specifically removed himself from the class of persons eligible to participate until 2026. BetMGM engaged in false and deceptive trade practices by inducing the petitioner to place wagers with false or misleading advertisements that tended to increase the likelihood of success.

20. **Breach of Contract.** A breach of contract claim in Tennessee requires proving the existence of a valid contract, that one party failed to perform their obligations, and that the petitioner performed his part of the agreement, and that the petitioner suffered damages as a result of the breaching party's actions or inactions. For a breach to be considered "material," it must be significant enough to allow the non-breaching party to end the contract and sue for damages. In this matter, the petitioner signed himself in to BetMGM Self Exclusion program, and asked to be disallowed to participate as a gambler again until 2026. BetMGM breached the contract when they allowed petitioner to begin placing wagers again in 2023 — three years prior to the self exclusion period ending in 2026. BetMGM knew, or reasonably should have known, that they were taking advantage of a vulnerable individual who had placed himself into their

company's self-exclusion program. Instead, BetMGM allowed petitioner to wager and experience significant losses.

BetMGM offered a self-exclusion program to the petitioner. Petitioner accepted, and entered himself into the self-exclusion program. BetMGM knew, or should have known, that the petitioner was a vulnerable person who was at-risk for gambling addiction. Nonetheless, BetMGM breached the contract of self-exclusion by allowing the petitioner to wager prior to the contract term formally ending in 2026.

The petitioner and the respondent are the only parties to the self-exclusion contract referenced, and the respondent is in possession of said contract.

21. Negligence and Negligent Enablement. Negligence consists of duty, breach, causation, damages, and foreseeability. Duty exists in this case because the petitioner is a long-time customer of the respondent, BetMGM, who had self-excluded himself from participation with the respondent until 2026. BetMGM breached their duty by allowing the petitioner to place wagers prior to the end of his self exclusion term. The breach by BetMGM of allowing the petitioner to place wagers before his self-exclusion ended, have caused significant financial damages to the petitioner. There is no other cause, other than the breach by BetMGM, that could have led to the petitioner's financial losses that he is currently experiencing. The financial losses being experienced by the petitioner are a reasonably foreseeable outcome of the breach of the duty owed by BetMGM to the petitioner, as a self-excluded individual.

Further, the respondent, BetMGM, enabled the addictive sports gambling behaviors exhibited by the petitioner. Respondent, BetMGM, knew or reasonably should have known, of

the tendencies of the petitioner, since the petitioner had formally requested self exclusion until 2026.

PRAYERS FOR RELIEF

As a result of violations of the causes of action listed above, the petitioner respectfully requests that the precise amount (potentially \$300,000.00) that he wagered with BetMGM from 2023 to 2025, while he was still listed on BetMGM's self-exclusion list, be returned to him, because by allowing the petitioner to place wagers the respondent was in breach of contract.

Petitioner further requests damages in tort for the negligence of allowing him to place wagers while he was self-excluded with BetMGM. Damages for negligence and / or negligent enablement are not expected to exceed two hundred and fifty thousand dollars (\$250,000.00).

Petitioner respectfully requests that damages be trebled in light of the fraudulent behavior of the respondent in encouraging and allowing the self-excluded petitioner to place wagers from 2021 to 2026, while self-excluded.

Petitioner respectfully requests an award of all attorneys fees and all costs in pursuing this matter.

Petitioner respectfully requests an award of any and all other relief that he is entitled to under the law.

Respectfully submitted,
LAW OFFICE OF RACHEL ZAMATA, LLC

/s/ Rachel Zamata Odom Swanson
Rachel Zamata Odom Swanson, Esq. (B.P.R. 29328)
3200 West End Avenue, Suite 500

Nashville, Tennessee 37203
rachel@rachelzamatalaw.com
Telephone 615-352-3885
Facsimile 615-601-3118

CERTIFICATE OF SERVICE

I hereby certify that, upon the filing of this document, a true and correct copy of the foregoing has been sent via U.S. mail and / or email to:

Tennessee Sports Wagering Council
312 Rosa Parks Avenue, 8th Floor
Nashville, Tennessee 37243
stephanie.S.Maxwell@tn.gov

Or

BetMGM LLC
Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203.

/s/ Rachel Zamata Odom Swanson
Rachel Zamata Odom Swanson, Esq.

Declaration

I, Dilvar Tayip, pursuant to Tennessee Rules of Civil Procedure, Rule 72, declare under penalty of perjury that the statements made in this Petition for Judicial Review are true to the best of my knowledge and belief and these statements are not made with levity or by collusion with the opposing party but in sincerity and truth.

/s/ Dilvar Tayip

October 3, 2025

Dilvar Tayip

Date

EXHIBIT A

My Bets

Close

2025 OCT -6 AM 9: 56

CLERK & MASTER
DAVIDSON CO. CHANCERY CT

LN

9:56 AM

Live 1 Open 1 Settled

Parlay • 3 Legs Edit Bet **+645**

Kentucky -2.5 Alabama -8.5 Boston Celtics -11.5

Hide legs ^

Kentucky -2.5 **-110**

Spread

Result: Kentucky -2.5

Kentucky won by **9**

Illinois @ Kentucky • 75 - 84 Finished

Alabama -8.5 **+100**

Spread

Alabama ahead by **9**

• Saint Mary's CA @ Alabama • 63 - 72 2H < 03:45

Boston Celtics -11.5 **-105**

Spread

Celtics ahead by **13**

• Celtics @ Trail Blazers • 129 - 116 Q4 < 01:15

Stake: **\$1,000.00**

Potential payout: **\$7,454.55**

Cash Out \$2,574.25

Auto cash out

TN - 3/23/25 • 5:36 PM

Betslip ID: 200K2CBZFB



My Bets

Close

Live 3

Open 3

Settled

Panathinaikos Athens (GRE) -16.5 | Edit Bet **-125**

Spread

Panathinaikos Athens (GRE) **29** | 18 | 11 | - | -

Anadolu Efes (TUR) **11** | 10 | 1 | - | -

• LIVE Q2 < 07:15

Stake: **\$1,454.00**

Potential payout: **\$2,617.20**

Cash Out \$1,317.74

Auto cash out

TN • 5/6/25 • 2:16 PM

Betslip ID: 202J70KZG2



Science City Jena -32.5 | Edit Bet **-145**

Spread

Science City Jena **100** | 26 | 32 | 27 | 15

VfL Bochum **77** | 20 | 18 | 14 | 25

• LIVE Q4 < 00:15

Stake: **\$750.00**

Potential payout: **\$1,267.24**

Cash Out Unavailable

Auto cash out

TN • 5/6/25 • 1:57 PM

Betslip ID: 202J6DHKYD



Parlay • 2 Legs | Edit Bet **+220**

F.C. Barcelona (ESP) +7.5 | FC Barcelona

Hide legs ^

● **F.C. Barcelona (ESP) +7.5** **-140**

Spread

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY, PART III
AT NASHVILLE

DILVAR TAYIP,)
)
 Petitioner,)
)
 v.) No. 25-1399-III
)
 TENNESSEE SPORTS WAGERING)
 COUNCIL, and BET MGM, LLC,)
)
 Defendants.)

ORDER BIFURCATING CLAIMS

In his “Petition For Judicial Review of Decision of the Sports Wagering Counsel” (“Petition”) filed on October 6, 2025, Petitioner joined an administrative appeal with an original action. An original action and an appellate review are procedurally and legally separate and cannot be before the Court in one case. *See Universal Outdoor, Inc. v. Tenn. Dep’t of Transp.*, No. M2006-02212-COA-R3-CV, 2008 WL 4367555, at *9 (Tenn. Ct. App. Sept. 24, 2008)(“A direct or original action cannot be brought in conjunction with an action that is appellate in nature, such as judicial review under the APA or common law writ of certiorari.”); *see also Goodwin v. Metro. Bd. of Health*, 656 S.W.2d 383, 387 (Tenn. Ct. App. 1983). Accordingly, the Court hereby **SEVERES** the administrative appeal in the Petition from the original jurisdiction claims. See Tenn. R. Civ. P. 21 (“Any claim against a party may be severed and proceeded with separately.”); Tenn. R. Civ. P. 42.02 (Court may order a separate trial of any one or more claims, cross-claims, counterclaims, third-party claims, or issues).

The Court hereby **DIRECTS** the Clerk & Master’s Office to sever the administrative appeal from the original jurisdiction claims in the Petition and to assign the original jurisdiction claims to Chancery Court Part III under a new case number.

IT IS SO ORDERED.

/s/ I'Ashea L. Myles

**HON. CHANCELLOR I'ASHEA L. MYLES
CHANCERY COURT PART III**

cc by U.S. Mail, fax, or efile as applicable to:

Rachel Zamata Odom Swanson
3200 West End Avenue, Suite 500
Nashville, Tennessee 37203
rachel@rachelzamatalaw.com
Counsel for Petitioner

Kevin Baltz
BAKER DONELSON
1600 West End Avenue, Suite 2000
Nashville, TN 37203
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Counsel for Bet MGM LLC

Tyler Sanders
Senior Assistant Attorney General
Financial Division
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Nashville, TN 37243
Tyler.Sanders@ag.tn.gov

Mailing Address:
Post Office Box 20207
Nashville, TN 37202
Attorneys for the Sports Wagering Council

Exhibit 2

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE**

DILVAR TAYIP,)	
)	
Plaintiff,)	
)	
v.)	Docket No. 26-0291-III
)	
BETMGM, LLC,)	
)	
Defendant.)	

NOTICE OF FILING NOTICE OF REMOVAL

Please take notice that on April 6, 2026, Defendant BetMGM, LLC filed a Notice of Removal in the United States District Court for the Middle District of Tennessee, thereby removing this case to the Middle District. A copy of the Notice of Removal, exclusive of exhibits, is attached hereto as Exhibit 1.

Respectfully submitted,

/s/ Kevin C. Baltz
Kevin C. Baltz (TN BPR No. 022669)
Jeremy D. Ray (TN BPR No. 034407)
BAKER, DONELSON, BEARMAN,
CALDWELL, & BERKOWITZ, PC
1600 West End Avenue, Suite 2000
Nashville, TN 37203
Phone: 615-726-5566
kbaltz@bakerdonelson.com
jray@bakerdonelson.com

Counsel for BetMGM, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served this 6th day of April, 2026, upon all counsel or parties as listed below by delivering a true and exact copy to the offices of said counsel or parties or by placing a copy in the United States mail addressed to said counsel or parties at his/her office, with sufficient postage to carry it to its destination.

Rachel Zamata Odom Swanson
Law Office of Rachel Zamata, LLC
3200 West End Avenue, Suite 500
Nashville, Tennessee 37203
Email: rachel@rachelzamatalaw.com

Counsel for Plaintiff

/s/ Kevin C. Baltz

Kevin C. Baltz

CIVIL COVER SHEET

The JS 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

DILVAR TAYIP

(b) County of Residence of First Listed Plaintiff Davidson County, TN
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Law Office of Rachel Zamata, LLC, 3200 West End Ave., Suite 500, Nashville, TN, 615-352-3885

DEFENDANTS

BETMGM, LLC

County of Residence of First Listed Defendant Hudson County, NJ
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Baker Donelson, 1600 West End Ave., Suite 2000, Nashville, TN, 615-726-5566

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in 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

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332 1441
Brief description of cause:
Breach of contract, consumer protection act, negligence

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 550,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: April 6, 2026 SIGNATURE OF ATTORNEY OF RECORD: /s/ Kevin C. Baltz

FOR OFFICE USE ONLY

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.
 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 statute.
- 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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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