

A6028

ORIGINAL
90008

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Paul S. Zuckerman, SBN 155539
Robert J. Ounjian, SBN 210213
Carpenter, Zuckerman & Rowley, LLP
8827 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: (310) 273-1230; Fax: (310) 858-1063

Farid Yaghoubtil, SBN 282476
Daniel Azizi, SBN 268995
Downtown L.A. Law Group
3470 Wilshire Boulevard, Suite 634
Los Angeles, California 90010
Telephone: (213) 389-3765; Fax: (877) 389-2775

Attorneys for Plaintiff,
Brandy Milliner

FILED
Superior Court of California
County of Los Angeles

FEB 03 2016

Sherril K. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

28- Palazuelos

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

BRANDY MILLINER, an individual

Plaintiff,

v.

CALIFORNIA STATE LOTTERY
COMMISSION, a public entity; STATE OF
CALIFORNIA, a public entity; and DOES 1
to 25, inclusive

Defendants.

CASE NO.: BC 6 0 9 1 1 6
PLAINTIFF'S COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. CONVERSION; AND
3. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

BY FAX

Plaintiff Brandy Milliner alleges as follows:

PARTIES

- At all times mentioned herein, Plaintiff Brandy Milliner was, and now is, resident of the State of California, residing in the County of Los Angeles.
- At all times mentioned herein, Defendant California State Lottery Commission has been a public entity organized under the Constitution of the State of California.
- At all times mentioned herein, Defendant State of California has been a public

02/03/2016

CIT/CASE: BC609116
LEAD/DEF#: 1

RECEIPT #: CCH524880020
DATE PAID: 02/03/16 09:14 AM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
DASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

1 entity organized under the Constitution of the State of California.

2 4. The true names and capacities of defendants sued herein as Does 1 to 25, are
3 unknown to the plaintiff who therefore sues such defendants by such fictitious names pursuant
4 to *Code of Civil Procedure* § 474. Plaintiff alleges that each fictitiously named defendant acted
5 or failed to act in such a manner that each has contributed in proximately causing the damages
6 to the plaintiff herein alleged. The plaintiff will seek leave of court to amend his complaint to
7 set forth their true names and capacities when ascertained.

8 5. Reference herein to defendants shall include reference to all defendants,
9 including all fictionally named defendants.

10 6. Plaintiff is informed and believes, and based on such information and belief,
11 alleges that at all relevant times, each defendant was the principal, agent, employee, or
12 employer of each co-defendant and in doing the acts alleged herein, was acting in the course
13 and scope of its authority and with the permission and consent of its co-defendants and that the
14 acts of every defendant were ratified by every other defendant.

15
16 **FACTUAL BACKGROUND**

17 7. On or prior to August 8, 2015, the plaintiff purchased a ticket for the August 8,
18 2015, SuperLotto Plus lottery, which is owned, managed, and operated by the defendants. The
19 plaintiff purchased the ticket from an authorized retailer.

20 8. The grand prize amount for that game was \$63,000,000 over the course of 30
21 years or \$39,900,000 in a lump sum payment.

22 9. On August 8, 2015, the following winning numbers were picked for the August
23 8, 2015, game: 1, 16, 30, 33, and 46. A Mega ball was also drawn, which was: 24.

24 10. The plaintiff's ticket was a winner. The plaintiff's ticket included a game in
25 which all five winning numbers were correctly selected as well as the Mega ball.

26 11. In a public announcement, the defendants confirmed that there was one (1) ticket
27 which had won the grand prize and that it was sold in Los Angeles County. The plaintiff had
28 purchased his winning ticket in Los Angeles County.

02/03/2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. The plaintiff presented the winning ticket to the defendants within the claim period.

13. The defendants took possession of the winning ticket and issued a form to the plaintiff which stated the following:

Congratulations on your winnings

You will get your check in the mail 6 to 8 weeks from the State Controller's Office.

If for some reason, you don't receive it after 2 months call 1 800-568-8379. And press "0" to check status on your check. In January 2016 you will receive a W2-G form (when you file taxes).

(Emphasis in original.)

14. The defendants maintained sole possession of the winning ticket and provided the plaintiff with a photocopy of the ticket.

15. In January 2016, the plaintiff received a letter from the defendants stating, in relevant part:

The lottery has completed the review of the ticket submitted. The ticket was too damaged to be reconstructed. Per the following the lottery is unable to process your claim.

(California Lottery Act, Article 3, Section 8880.321(b) states in part:

... No Prize may be paid arising from tickets or shares that are stolen, counterfeit, altered, fraudulent, unissued, produced or issued in error, not received or not recorded by the Lottery by applicable deadlines...)

If you have any other questions regarding the Lottery, please call our Customer Service division at 1-800-568-8379 or you can contact our TDD message center at 1-800-345-4275.

(Emphasis in original.)

16. Subsequent to the draw, the plaintiff has properly and repeatedly demanded payment of the prize. To date, however, the defendants have refused to pay the prize.

17. Subsequent to the draw, the plaintiff has properly demanded return of the winning ticket. To date, however, the defendants have declined to return the ticket.

18. As recently as about January 8, 2016, the defendants confirmed in a public

02/03/2016

1 announcement that they had not paid the prize for this draw to any person, meaning that other
 2 person has presented a winning ticket to the defendants. The deadline to claim the prize is
 3 February 4, 2016. This is the largest prize in the history of the California lottery which has not
 4 been paid to a winner. The claim period will expire on February 4, 2016, without payment to
 5 any person of the award as the plaintiff possessed the sole winning ticket, which the defendants
 6 have declined to honor.

7 19. The plaintiff has complied with the government claim requirements, if any.
 8

9 **FIRST CAUSE OF ACTION**

10 **(Breach of Contract – By Plaintiff Against All Defendants)**

11 20. The plaintiff incorporates by reference the allegations contained in paragraphs
 12 1 through 19, inclusive, as though fully set forth herein.

13 21. The plaintiff alleges that on or about August 8, 2015, he entered into an express
 14 and implied contract with the defendants.

15 22. The essential terms of the agreement were that should the plaintiff's lottery
 16 ticket contain the winning numbers, the defendants would pay him the prize.

17 23. The plaintiff has properly presented the defendants with the winning ticket.

18 24. On or about January 11, 2016, and at other times, the defendants have breached
 19 the agreement by declining to pay the plaintiff the prize.

20 25. The plaintiff has performed all obligations to the defendants except those
 21 obligations the plaintiff was prevented or excused from performing.

22 26. In the alternative, the plaintiff and defendants were parties to a quasi-contract.
 23 The plaintiff furnished payment for a lottery ticket, which the defendants accepted. The
 24 plaintiff had a reasonable expectation that the defendants would honor his ticket and pay him
 25 the prize should his ticket win. The defendants have breached and failed to pay the plaintiff the
 26 winning prize.

27 27. The plaintiff has suffered damages legally (proximately) caused by defendants'
 28 breach of the agreement as follows: The plaintiff is entitled to the grand prize of \$63,000,000

02 / 03 / 2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

over the course of 30 years or \$39,900,000 in a lump sum payment.

SECOND CAUSE OF ACTION

(Conversion – By Plaintiff Against All Defendants)

28. The plaintiff incorporates by reference the allegations contained in paragraphs 1 through 27, inclusive, as though fully set forth herein.

29. The plaintiff owned, possessed, and/or had the right to possess the aforementioned winning lottery ticket with a value of \$63,000,000.

30. The defendants intentionally and substantially interfered with the plaintiff's property – i.e., the winning lottery ticket and proceeds therefrom – by withholding the ticket, refusing to return the ticket, and refusing to pay the prize. The defendants have further prevented the plaintiff to have access to the ticket, may have destroyed the ticket, and refused to return the ticket after the plaintiff demanded its return.

31. The plaintiff did not consent.

32. The plaintiff has suffered damages legally (proximately) caused by defendants' breach of the agreement as follows: The plaintiff is entitled to the grand prize of \$63,000,000 over the course of 30 years or \$39,900,000 in a lump sum payment.

33. The defendant's conduct was a substantial factor in causing the plaintiff's harm.

THIRD CAUSE OF ACTION

(Declaratory Relief)

34. The plaintiff incorporates by reference the allegations contained in paragraphs 1 through 33, inclusive, as though fully set forth herein.

35. An actual controversy has arisen between the parties regarding their respective rights and obligations as to whether the plaintiff must be awarded the grand prize to the SuperLotto Plus lottery game of August 8, 2015.

36. The plaintiff contends, without limitation:

a. That the plaintiff is the winner of that lottery game and must be awarded

02/03/2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

the grand prize;

b. That the plaintiff has properly presented his winning ticket to the defendants for payment of the prize and that they have improperly refused to do so;

c. That the plaintiff has presented substantial proof that his ticket was the winning registered play, that he is the winner, and that the defendants have improperly failed to pay him.

37. The defendants apparently dispute the plaintiff's contentions and decline to pay the prize to the plaintiff.

WHEREFORE, the plaintiff prays for judgment as follows:

- 1. That the court declare the rights and obligations of each party with respect to this dispute;
- 2. That the court declare the plaintiff to be the winner of the August 8, 2015, SuperLotto Plus game and be awarded the grand prize;
- 3. That the court declare that the plaintiff has presented substantial proof of that his ticket was the winning registered play, that he is the winner, and that the defendants must award him the grand prize;
- 4. That the court award find the defendants have breached their contract with the plaintiff;
- 5. That judgment be entered in favor of the plaintiff and against the defedndants in the amount of the grand prize;
- 6. That the plaintiff be awarded costs of suit; and
- 7. For such other relief as the court may deem just and proper.

DATED: February 2, 2016

CARPENTER, ZUCKERMAN & ROWLEY, LLP



Robert J. Ounjian
Attorneys for Plaintiff

02/03/2016

DEMAND FOR JURY TRIAL

The plaintiff hereby demands a trial by jury on all causes of action.

DATED: February 2, 2016.

CARPENTER, ZUCKERMAN & ROWLEY, LLP



Robert J. Ounjian
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

02/03/2016