

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

RAMILABEN PATEL.)	
)	
Plaintiff,)	CIVIL ACTION
)	FILE NUMBER: _____
v.)	
)	
GEORGIA LOTTERY CORPORATION,)	
)	
Defendant.)	

COMPLAINT

COMES NOW, Ramilaben Patel, Plaintiff in the above-styled action, and hereby files her Complaint and in support thereof, shows this Court as follows:

Parties and Jurisdiction

1.

Plaintiff Ramilaben Patel ("Plaintiff") is an individual resident of the State of Georgia.

2.

Defendant Georgia Lottery Corporation ("GLC") is a public corporation and an instrumentality of the State of Georgia, pursuant to O.C.G.A. § 50-27-4, which maintains its principal office in Fulton County, Georgia, conducts business in Georgia and may be served with process through its President and Chief Executive Officer, Debbie D. Alford, at 250 Williams Street, Suite 3000, Atlanta, Fulton County, Georgia 30303, and through the Director of Risk Management Services, the Department of Administrative Services for the State of Georgia, Christopher Nunn, at 200 Piedmont Avenue, S.E., Suite 1804, West Tower, Atlanta, Georgia 30334-9010. Jurisdiction and venue are proper in Fulton County, Georgia. This Defendant has been properly served with process in this action.

Factual Allegations

3.

In or around June of 2016, Plaintiff's adult child and/or children lawfully purchased a Millionaire Jumbo Bucks ticket in the State of Georgia from an authorized dealer as a birthday present for Plaintiff.

4.

The subject Millionaire Jumbo Bucks ticket was offered for sale in Georgia by an authorized dealer, and the purchaser(s) of the ticket paid the marketed and posted price for the subject ticket.

5.

Prior to scratching off any portion of the subject Millionaire Jumbo Bucks ticket, Plaintiff's children lawfully gifted the subject ticket and approximately 15 other lottery tickets and/or games to Plaintiff as a birthday present.

6.

At all times since receiving the Millionaire Jumbo Bucks ticket as a gift, Plaintiff has been the sole and rightful owner and holder of the winning ticket.

7.

After receiving the aforementioned lottery tickets as a gift from her children, Plaintiff scratched off the subject Millionaire Jumbo Bucks ticket and determined that it was a Five Million Dollar (\$5,000,000.00) winning ticket.

8.

Plaintiff timely submitted and presented her winning ticket to Defendant GLC for payment on or about June 28, 2016.

9.

Defendant GLC confirmed that the subject \$5,000,000.00 Millionaire Jumbo Bucks ticket was an authentic winning ticket.

10.

Despite confirming the authenticity of the winning ticket, Defendant GLC refused to issue the \$5,000,000.00 payment to Plaintiff on June 28, 2016.

11.

On or about June 30, 2016, the Defendant interrogated Plaintiff in English regarding the winning ticket.

12.

Plaintiff speaks Gujarti as her primary language, and is generally unable to comprehend the English language and/or communicate effectively in English.

13.

Defendant did not have a certified Gujarti translator present during the June 30, 2016 interrogation. Instead, Defendant attempted to interrogate Plaintiff through one of Plaintiff's English-speaking friends, who is not a certified translator and who had limited personal knowledge regarding the history of the winning ticket.

14.

Following Plaintiff's presentation of the winning ticket to Defendant, the Senior Vice President and General Counsel of Defendant GLC, Joseph J. Kim, instructed Defendant GLC's Prize Validation Department to decline payment to Plaintiff, and informed Plaintiff that her claim for the \$5,000,000.00 was being denied.

15.

In a letter dated August 26, 2016, Defendant GLC, through its officers and/or agents, falsely and erroneously accused Plaintiff of fraudulently presenting the ticket for someone else in explaining its denial of Plaintiff's winning ticket.

16.

In its letter dated August 26, 2016, Defendant GLC, through its officers and agents, represented that even if there was another owner of the winning ticket (which there is not), Defendant GLC also would reject that person's claim for the \$5,000,000.00 prize.

17.

At all relevant times, Plaintiff was the lawful and bona fide holder and owner of the winning Millionaire Jumbo Bucks ticket.

18.

Plaintiff did not submit the winning ticket to Defendant GLC for any fraudulent purpose and/or on behalf of some other person.

19.

The winning ticket presented to Defendant GLC by Plaintiff was not stolen, counterfeit, altered, fraudulent, unissued, produced or issued in error, or unreadable at any relevant time, including but not limited to the time it was presented to Defendant GLC.

20.

Plaintiff presented the winning ticket to Defendant GLC, and it was received by Defendant GLC, within the applicable claim period.

21.

The winning Millionaire Jumbo Bucks ticket constitutes a lawful, binding and enforceable contract between the holder and Defendant GLC.

22.

Plaintiff, as the lawful and bona fide recipient, holder and owner of the winning Millionaire Jumbo Bucks ticket issued by Defendant GLC, had an express contract and/or agreement with Defendant GLC.

23.

The essential terms of the contract and/or agreement between Plaintiff and Defendant GLC were that, should Plaintiff's ticket contain the winning numbers and should Plaintiff present the winning ticket to Defendant GLC within the applicable claims period, Defendant GLC would pay Plaintiff the \$5,000,000.00 prize.

24.

Plaintiff has properly and repeatedly demanded payment of the prize owed for the winning ticket.

25.

Plaintiff has satisfied all conditions precedent to filing suit against Defendant.

26.

By denying Plaintiff's claim and refusing to pay the \$5,000,000.00 prize, Defendant GLC has breached its contractual obligations to the detriment of Plaintiff.

27.

Plaintiff has suffered damages proximately caused by Defendant GLC's breach of the agreement in the amount of \$5,000,000.00, plus interest accrued from the date of Defendant GLC's initial refusal to honor the terms of the winning ticket.

28.

Plaintiff is entitled to damages in the amount of \$5,000,000.00, plus interest, proximately resulting from Defendant GLC's breach of the contract and/or refusal to pay the prize expressly owed under the Plaintiff's winning ticket.

WHEREFORE, and based on the foregoing, Plaintiff prays for judgment as follows:

- 1) The Court enter judgment declaring Plaintiff to be the bona fide holder and winner of the \$5,000,000.00 Millionaire Jumbo Bucks ticket issued by Defendant GLC;
- 2) The Court enter judgment declaring that Plaintiff satisfied all conditions precedent to the payment of the \$5,000,000.00 prize owed pursuant to the Millionaire Jumbo Bucks ticket issued by Defendant GLC;
- 3) The Court find and hold that Defendant GLC breached its contract with Plaintiff by failing to satisfy its payment obligations to Plaintiff;
- 4) That judgment be entered in favor of Plaintiff and against Defendant GLC in the amount of \$5,000,000.00;
- 5) That Plaintiff be awarded costs of the suit, plus interest accrued on the \$5,000,000.00 winning ticket; and
- 6) For such other relief as the Court may deem just and proper.

This 20th day of April 2017.

GOLDSTEIN & HAYES, P.C.

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