

NO. D-1. 25-BC03A-0007

JERRY B. REED	§	IN THE BUSINESS COURT
<i>Plaintiff</i>	§	
	§	
vs.	§	THIRD BUSINESS COURT
	§	DIVISION 3A
	§	
ROOK TX, LP et al.	§	
<i>Defendants</i>	§	TRAVIS COUNTY, TEXAS

PLAINTIFF'S FOURTH AMENDED PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, Plaintiff, JERRY B. REED and brings this action against Defendants ROOK TX LP, ROOK GP, LLC, COLOSSUSBETS LIMITED, LOTTERY.COM, INC., AUTOLOTTO, INC., LOTTERY NOW, INC., ALTX MANAGEMENT, LLC, QAWI AND QUDDUS, INC., LAWRENCE ANTHONY "TONY" DIMATTEO III, RYAN DICKINSON, BERNARD MARANTELLI, ZELJKO RANOGAJEC A/K/A JOHN WILSON, and WHITE SWAN DATA LIMITED, and alleges as follows:

I. NATURE OF THIS CASE

1. This case arises from a sophisticated and unlawful scheme orchestrated by professional gamblers and affiliated companies in the United Kingdom to influence the selection of the winner of the April 22, 2023 Lotto Texas drawing. The scheme culminated in the printing of lottery tickets containing nearly every possible number combination, accomplished through unauthorized access to Texas Lottery systems, the creation and use of unapproved counterfeit QR codes, the use of an illegal group purchase arrangement, and the manipulation of ticket-printing

processes all of which were intended to and did secure a fraudulent jackpot win in the April 22, 2023 Lotto Texas drawing.

2. Plaintiff Jerry Reed is a Texas resident who had played Lotto Texas regularly for five years using the same number combinations he and his wife selected. On May 17, 2023, those numbers matched all six winning numbers. Although Reed won that drawing, the amount of his winnings was substantially reduced as a direct and proximate result of the illegal ticket-printing scheme carried out on April 22, 2023.

3. Mr. Reed asserts the following causes of action:

- a. Equitable Recovery, for Money-Had-and-Received;
- b. Negligence Per Se, for violations of statutes intended to protect lottery participants from unfair game manipulation; and,
- c. Tortious interference with prospective business relations.

4. This case involves the unlawful diversion of tens of millions of dollars from the Lotto Texas Jackpot Pool account and threatens the integrity of Texas's public lottery system. The scheme has triggered legislative oversight, the resignation of the Executive Director of the Texas Lottery Commission, the dissolution of the Commission itself, and a criminal investigation by the Texas Rangers.

5. Plaintiff seeks restitution of the fraudulently diverted funds, actual damages, attorney's fees, and court costs.

II. DISCOVERY- CONTROL PLAN

6. Pursuant to TEX. R. CIV. P. 190.4, Plaintiff intends to conduct discovery under a Level 3 Discovery Plan.

III. RELIEF

7. Plaintiff seeks monetary relief over \$1,000,000.

IV. PARTIES

8. Plaintiff JERRY B. REED is a resident of Hood County Texas.

9. Defendant ROOK TX LP is a limited partnership organized and existing under the laws of Delaware. Defendant has made an appearance and is represented by counsel in this case.

10. Defendant ROOK GP LLC is a limited liability company organized and existing under the laws of Delaware. Defendant has made an appearance in this case and is represented by counsel.

11. Defendant COLOSSUSBETS LIMITED, a limited liability company formed and existing under the laws of the United Kingdom, whose home office is located at 21 Lombard Street, London, EC3V 9AH, may be served through the Hague Service Convention or by other means directed by the court, provided they are not prohibited by the UK's law or international agreements. ColossusBets Limited ("ColossusBets") is subject to specific personal jurisdiction in Texas because it purposefully directed tortious and unlawful conduct toward the State of Texas and this Plaintiff, and Plaintiff's claims arise directly from those forum-directed acts. Specifically:

- a. ColossusBets intentionally partnered with individuals and entities located in Texas, including but not limited to Qawi and Quddus, Inc., AltX Management, LLC, AutoLotto, Inc., Lawrence DiMatteo III, Ryan Dickinson, and Lottery.com, to execute a scheme to mass-purchase Lotto Texas tickets in a manner designed to influence the outcome of the March 25, April 1, April 15, and April 22, 2023 drawings.
- b. ColossusBets coordinated communications with Texas residents using email, messaging platforms, and shared cloud environments to organize and execute the bulk ticket purchase in Texas and supplied counterfeit QR codes designed to exploit Texas Lottery terminals.
- c. ColossusBets funded the illegal scheme by wiring money to intermediaries, with the intent that the funds be used to purchase lottery tickets in the State of Texas.

12. ColossusBet's contacts with Texas were neither random nor attenuated. They were deliberate, systematic efforts to obtain a financial benefit through coordinated activity in this state, and Plaintiff's injuries arise directly from that forum-related conduct. These contacts are sufficient to support the exercise of specific jurisdiction under both the Texas long-arm statute and the Due Process Clause of the Fourteenth Amendment. The exercise of jurisdiction over Colossus comports with traditional notions of fair play and substantial justice.

13. Defendant LOTTERY.COM, INC., is an entity organized and existing under the laws of Delaware. Defendant engaged in business in Texas but does not maintain a regular place of business in Texas or a designated agent for service of process. This suit arose from Defendant's business in Texas. The causes of action asserted arose from and relate to purposeful acts

committed by Defendant as more fully described below. Accordingly, Defendant Lottery.com, Inc. may be cited by serving the Secretary of State of Texas via personal delivery at Service of Process, Secretary of State, James E. Rudder Building, 1019 Brazos, Room 105, Austin, Texas 78701 provided that the citation and petition are forwarded to the Defendant's registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange St. Wilmington, Delaware, 19801.

14. Defendant AUTOLOTTO, INC. is a Delaware entity that has engaged in business in Texas. Defendant may be served with process through its registered agent, C T Corporation System Address 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136.

15. Defendant LOTTERY NOW, INC. is a Delaware entity that has engaged in business in Texas. Defendant has made an appearance in this case and is represented by counsel.

16. Defendant ALTX MANAGEMENT, LLC, a Texas entity whose registered office is located in Denton County Texas, may be served with process by serving its registered agent for service of process, Nur Ali, in Denton County at 2225 Veranda Avenue, Trophy Club, TX 76262.

17. Defendant QAWI AND QUDDUS, INC., D/B/A LUCK ZONE, a Texas entity whose registered office is in Travis County Texas. Defendant has made an appearance in this case and is represented by counsel.

18. Defendant LAWRENCE ANTHONY "TONY" DIMATTEO III, an individual, may be served with process at Defendant's home address in Travis County at 5104 Alonso Drive, Austin, TX 78738.

19. Defendant RYAN DICKINSON, an individual and a resident of Travis County, Texas. Defendant has made an appearance in this case and is represented pro se.

20. Defendant BERNARD MARANTELLI is a citizen of Australia who resides in Spain and works in the United Kingdom. Defendant Bernard Marantelli purposefully directed his activities toward Texas by traveling to this state and personally participating in the unlawful bulk printing of Lotto Texas tickets at Lottery.com's offices in Spicewood, Texas, in April 2023. While in Texas, Marantelli acting individually and as an agent and representative of ColossusBets Limited initiated and oversaw the printing process by connecting a device to Lottery.com's ticket terminal, scanning counterfeit QR codes, and signaling others to begin mass production of tickets. These intentional, in-person acts in Texas were a substantial factor in carrying out the fraudulent scheme alleged herein, directly causing the diminution of Plaintiff's Lotto Texas jackpot. Plaintiff's claims therefore arise from and relate to Marantelli's purposeful contacts with Texas, making the exercise of specific personal jurisdiction over him consistent with due process. Defendant may be served through the Hague Service Convention or by other means directed by the court, provided they are not prohibited by local law or international agreements.

21. Defendant ZELJKO RANOGAJEC A/K/A JOHN WILSON is a citizen of Australia who resides in London at Apartment C.03.2, One Hyde Park, 100 Knightsbridge, London SW1X 7LJ. Defendant Zeljko Ranogajec purposefully directed activities toward Texas by providing the bulk of the funds used to carry out the unlawful bulk printing of Lotto Texas tickets for the March 25, April 1, April 15, and April 22, 2023 drawings. Acting individually and in concert with Bernard Marantelli, ColossusBets Limited, and other co-conspirators, Ranogajec knowingly financed a Texas-based ticket printing operation that used counterfeit QR codes at four ticket retailers' facilities in Texas, conduct expressly aimed at manipulating a Texas lottery drawing. Upon information and belief, Ranogajec received the majority of the profits from this illegal Texas operation. These intentional and profit-driven acts, aimed at and carried out in Texas,

were a substantial factor in the fraudulent scheme alleged herein and directly caused the diminution of Plaintiff's Lotto Texas jackpot. Plaintiff's claims arise from and are directly related to Ranogajec's purposeful contacts with Texas, making the exercise of specific personal jurisdiction over him consistent with due process. Defendant may be served through the Hague Service Convention or by other means directed by the court, provided they are not prohibited by local law or international agreements.

22. Defendant WHITE SWAN DATA LIMITED, a limited liability company formed and existing under the laws of the United Kingdom, whose home office is located at Aviation House, 125 Kingsway, London England WC2B 6NH, may be served through the Hague Service Convention or by other means directed by the court, provided they are not prohibited by the UK's law or international agreements. White Swan Data Limited ("White Swan") is subject to specific personal jurisdiction in Texas because it purposefully availed itself of the privilege of conducting activities within Texas, and Plaintiff's claims arise directly from those forum-directed acts. Specifically:

- a. White Swan intentionally collaborated with Texas-based individuals and entities, including licensed Texas Lottery retailers Qawi and Quddus, Inc. d/b/a Luck Zone, and Lottery Now, Inc., to print millions of Lotto Texas tickets in violation of Texas law and regulations.
- b. White Swan developed and supplied number combinations statistically most likely to win the Lotto Texas jackpot and provided these to Texas retailers for use in the March 25, April 1, April 15, and April 22, 2023 drawings.
- c. White Swan participated in and helped direct a scheme to use counterfeit QR codes and unauthorized equipment connected to Texas Lottery terminals,

knowing such acts would occur in Texas and would influence the outcome of a Texas Lottery drawing.

d. White Swan coordinated with Texas-based co-conspirators via electronic communications to facilitate the unlawful mass ticket-printing operation in Texas.

e. White Swan's participation in the Texas scheme resulted in the creation of a fraudulent winning ticket, the premature termination of the Lotto Texas roll cycle, and the diversion of over \$60 million in Texas Lottery funds conduct purposefully directed at the State of Texas.

23. These deliberate actions were designed to, and did, cause substantial harm to a Texas resident and to the integrity of Texas's Lottery system. White Swan thus availed itself of the benefits and protections of Texas law and should reasonably anticipate being haled into court here.

24. These contacts are neither random nor attenuated; they are deliberate, targeted acts creating a substantial connection with Texas. The exercise of specific jurisdiction over White Swan satisfies the Texas long-arm statute and comports with due process.

V. JURISDICTION

25. Plaintiff contends that the Texas Business Court does not have subject matter jurisdiction over these claims but his Motion to Remand has previously been denied.

VI. VENUE

26. Venue is proper in Travis County under Texas Civil Practice and Remedies Code section 15.002 because Defendants Lawrence Anthony DiMatteo III and Ryan Dickinson are residents of Travis County and Defendants AltX Management, LLC, and Qawi and Quddus, Inc., d/b/a Luck Zone maintain their principal offices in Texas in Travis County.

VII. FACTUAL BACKGROUND

27. Defendant Bernard Marantelli ("Marantelli") is an Australian professional gambler and co-founder of ColossusBets Limited in London.

28. Defendant Zeljko Ranogajec a/k/a John Wilson ("Ranogajec") is an enigmatic Australian professional gambler. Ranogajec is nicknamed "The Joker" and is reputed to be the wealthiest gambler in the world. Ranogajec co-founded ColossusBets Limited with Marantelli and currently resides in London.

29. Defendant ColossusBets Limited ("ColossusBets"), a London-based betting company, specializes in group purchasing arrangements for gamblers. It organizes syndicates of individuals and organizations, pools their funds, and places substantial wagers in exchange for a commission fee. Marantelli and Ranogajec are the co-founders of the company and are its majority owners. Marantelli is the former CEO and current director of the company.

30. Defendant White Swan Data Limited ("White Swan") is a company of mathematicians, data scientists and software engineers dedicated to finding gambling and betting opportunities for its customers. White Swan advertises that "the nature of our work and the relative immaturity of modern betting markets means opportunities to exploit are not in short supply." Defendant's website brags that "[a]t White Swan Data, we decide what's worth betting on." White

Swan was founded by Defendant Bernard Marantelli who is also the CEO and Director of the company.

31. In 2019, Marantelli traveled from the United Kingdom to Stamford, Connecticut, aiming to win the Connecticut State Lottery jackpot by purchasing nearly two million tickets. While he did not succeed in winning the jackpot, his fascination with strategies to manipulate a U.S. state lottery through the bulk purchase of tickets persisted.

32. On information and belief, in approximately 2020, Marantelli and his company ColossusBets hired Lottery.com to design a software program dubbed the “Pro-Buyer System” which would generate QR codes designed to mimic the codes produced by state lotteries in the United States. Lottery.com did not successfully design the system so Marantelli and ColossusBets hired Spinola Gaming in Malta to design the system for them.

33. On information and belief, Marantelli, ColossusBets, White Swan, Ranogajec, and one or more ticket retailers used the Spinola Gaming software to conduct bulk purchase schemes to successfully influence the selection of the winner of lottery drawings and to win jackpots in a number of U.S. states other than in Texas prior to 2023.

34. On information and belief, by at least January 2023, Marantelli, Colossus Bets, Ranogajec, and White Swan identified Texas as a prime candidate for their bulk purchase operation and made arrangements with at least two licensed ticket retailers in Texas to collaborate in a bulk purchase of Texas lottery tickets.

35. Lotto Texas drawings are conducted by the Texas Lottery under authority granted by the State Lottery Act, Tex. Gov’t Code § 466.001 et seq. Drawings occur each Monday, Wednesday, and Saturday.

36. Lotto Texas operates on a roll cycle, which refers to the series of drawings between jackpot winners. The roll cycle begins with the first drawing after a jackpot-winning ticket is sold and ends when another ticket is sold which matches all six numbers to win the next jackpot. During this period, the jackpot grows with each drawing as proceeds from ticket sales accumulate, and the advertised jackpot prize increases to drive participation.

37. The advertised jackpot for matching all six winning numbers starts at \$5 million at the beginning of a new roll cycle and increases (rolls over) after each drawing without a jackpot winner. In each drawing, 40.47% of ticket sales are allocated to the Jackpot Prize Pool, which is held in the State Lottery Account and tracked as Lotto Texas jackpot obligations funds reserved for the next jackpot winner. The advertised jackpot amount is an estimate based on the current balance in the Jackpot Prize Pool plus projected ticket sales for the upcoming draw. The advertised jackpot grows by \$250,000 to \$2 million per rollover, depending on ticket sales volume.

38. When the Texas Lottery computer system receives reports that a jackpot-winning ticket is sold (i.e., a ticket matches all 6 numbers), the roll cycle ends immediately. A new roll cycle begins, and the advertised jackpot is reset to the base amount of \$5 million for the next drawing.

39. The winner of a Lotto Texas jackpot can elect to receive either a 30-year annuity with a total payout totaling the advertised jackpot, or a lesser immediate lump sum payment. The amount of the lump sum payment is the greater of either the amount currently in the Jackpot Prize Pool or the investment cost to fund the 30-year annuity.

40. Following a seven-month period without a winner, by March 25, 2023, the advertised Lotto Texas jackpot ballooned to the game's largest in years. This made the Lotto Texas jackpot a prime target for Marantelli, Ranogajec, ColossusBets, and White Swan.

41. The odds of matching all six numbers to win a Lotto Texas jackpot are 1 in 25,827,165. Ranogajec, Marantelli, along with the company they co-founded, ColossusBets, and the company founded by Marantelli, White Swan, recognized that by purchasing tickets representing all or nearly all the possible number combinations, they could virtually ensure a winning outcome. Given those odds, it was more likely than not that theirs would be the only ticket matching all six numbers, making it highly probable that they would secure the entire jackpot without having to share it. Together, they made a plan to purchase all or nearly all the number combinations for the Lotto Texas drawing, thereby ensuring that they would win the advertised jackpot along with a majority of the lesser prizes.

42. Marantelli, ColossusBets, Ranogajec, and White Swan (hereinafter referred to collectively as “The U.K. Organizers”) began their attempts to influence the selection of the winner of a lottery in Texas by entering into agreements with two ticket retailers in Texas with access to official Texas lottery terminals.

43. Upon information and belief, the U.K. Organizers entered into agreements with two licensed Texas lottery ticket retailers (also known as sales agents): (1) Qawi and Quddus, Inc., doing business as Luck Zone in Round Rock, Texas; and (2) Lottery Now, Inc., doing business as Hooked On MT, in Colleyville, Texas.

44. Under these agreements, the U.K. Organizers and these two lottery ticket retailers did the following for the March 25, April 1, April 15, and April 22, 2023 Lotto Texas drawings:

- a. Qawi and Quddus, along with Lottery Now, supplied lottery terminals and personnel to print large volumes of lottery tickets at their licensed Texas locations;
- b. White Swan identified and supplied the number combinations statistically most likely to win the Lotto Texas jackpot;

- c. ColossusBets raised funds for ticket purchases in Texas by organizing a betting pool or syndicate composed of multiple investors.
- d. ColossusBets used the Spinola Gaming software system to generate QR codes, copied the QR codes to pdf files, and then provided these to the lottery ticket retailers for use in Texas. The QR codes provided by ColossusBets were designed to mimic the QR codes generated by the official Texas Lottery App;
- e. Zeljko Ranogajec supplied the majority of the funds for the ColossusBets betting pool which funds were intended for used to purchase Lotto Texas tickets in Texas;
- f. The U.K. Organizers, either directly or through an agent acting on their behalf, wired millions of dollars in funds from an account in the Isle of Man to the Trowbridge Law Firm in Detroit, Michigan and then directed that firm to transfer the funds to the licensed ticket retailers to pay for the tickets printed on their behalf.
- g. Qawi and Quddus and Lottery Now knowingly used the counterfeit QR codes provided by ColossusBets, connected iPads and smart phones wirelessly to their lottery terminals without permission from the Lottery Commission, and printed millions of invalid Lotto Texas tickets for the U.K. Organizers. These defendants violated numerous statutes and code provisions as will be discussed in detail below.
- h. In return for their cooperation in printing the tickets, the licensed ticket retailers received the standard 5% commission on ticket sales, paid by the Texas Lottery Commission.

45. The U.K. Organizers realized they faced a major logistical challenge: with only 72 hours between drawings, acquiring tickets to cover all 25.8 million number combinations was virtually impossible using lawful means, given the operational constraints of the Texas Lottery terminals. The Texas Lottery terminals allow customers to purchase tickets through only three methods:

- a. Paper Slips: Customers fill out a slip with a pencil, marking up to 5 ticket combinations per slip. The slip is then scanned, and a corresponding ticket is printed.
- b. Touch Screen Input: Store personnel can manually enter the customer's desired combinations using a touch screen and either their finger or a stylus.
- c. Texas Lottery Mobile App: Customers can enter up to 10 combinations of numbers and generate a QR code on the official Texas Lottery Mobile Application. This QR code must be presented to a Texas Lottery retailer, who uses a barcode scanner to process a maximum of 10 number combinations per QR code.

46. Each of these methods is time-consuming and imposes significant constraints, making it impractical to achieve the volume of tickets needed by the U.K. Organizers to generate a winning ticket within the given timeframe of 72 hours between Lotto Texas draws.

47. The U.K. Organizers overcame this logistical challenge through an ingenious but unlawful method. Upon information and belief, they used the custom Spinola Gaming software to generate counterfeit QR codes representing nearly every possible number combination in the Lotto Texas game. These counterfeit QR codes were designed to mimic those produced by the official

Texas Lottery Mobile Application. Each QR code encoded 10 number combinations the maximum allowed per ticket by a Texas Lottery terminal.

48. The U.K. Organizers compiled the QR codes into PDF images and loaded them onto iPads and/or smart phones. Colossus Bets supplied these QR codes to the licensed ticket retailers in Texas-- Qawi and Quddus, Lottery Now, AltX Management, and, AutoLotto, Inc. Those four retailers then wirelessly connected the iPads and/or smart phones to their lottery terminals using the terminals' barcode scanners. Employees and non-employee hourly workers hired by the ticket retailers used the iPads and/or smart phones to swipe from one QR code to the next, with each scan prompting the terminal to print a ticket containing 10 number combinations.

49. By supplying the iPads, counterfeit QR codes, and high-speed printers to the licensed ticket retailers in Texas, the U.K Organizers aimed to print approximately 2.58 million tickets in under 72 hours with each ticket containing 10 number combinations. If successful, this method would enable the U.K. Organizers to guarantee themselves the Lotto Texas jackpot.

50. The U.K. Organizers and the two licensed ticket retailers, Qawi and Quddus and Lottery Now, began preparations to influence the selection of the winner of a Lotto Texas drawing by at least January of 2023. They first attempted to implement their plan during the March 25, 2023 drawing, using the methods outlined above. Although their scheme successfully generated a high volume of tickets and resulted in prizes far exceeding \$2,000, it failed to produce the jackpot-winning combination.

51. The U.K. Organizers and the two licensed ticket retailers made a second attempt to influence the selection of the winner of a Lotto Texas drawing on April 1, 2023, using the same methods. This time, their scheme generated an even larger volume of tickets and they succeeded

in winning 17 of the 40 total 5-of-6 prizes, with a total value well in excess of \$2,000. However, they again failed to produce the jackpot-winning combination.

52. Upon information and belief, the U.K. Organizers concealed their identities by sending an agent, Thomas Ashcroft, to Texas to claim the prizes they “won” in the March 25 and April 1 Lotto Texas drawings. It is further believed that Thomas Ashcroft is an employee of White Swan in London.

53. The U.K. Organizers and these two licensed ticket retailers used the same methods in a third attempt to influence the selection of the winner of a Lotto Texas drawing on April 15, 2023, which featured an advertised jackpot of \$68,750,000. Although this attempt involved printing a significantly larger volume of tickets than the two prior efforts, it still failed to produce the jackpot-winning combination. Nevertheless, the two ticket retailers, Lottery Now in Colleyville and Luck Zone in Round Rock, printed enough tickets for the U.K. Organizers to win numerous lower-tier prizes, including Match 5, Match 4, and Match 3 winnings, totaling \$577,520. These tickets were later redeemed by Rook TX LP through its general partner Rook GP LLC.

54. The U.K. Organizers realized they needed to adjust their plan to better enable them to print tickets representing all or nearly all of the 25.8 million number combinations in the 72 hours between drawings. To be successful, they would need more licensed ticket retailers, more lottery terminals, and more personnel for their fourth attempt to print the large number of tickets needed to guarantee them a win of the jackpot.

55. The U.K. Organizers sought assistance from Lottery.com, which owns two licensed lottery retailers in Texas AutoLotto, Inc. d/b/a Lottery.com in Spicewood, Texas and AltX Management, LLC in Waco, Texas. According to recent sworn testimony by Lottery.com’s Chief Operating Officer, ColossusBets used Spinola Gaming in Malta and its founder Ade Repcenko as

intermediaries, to request that Lottery.com assist ColossusBets and the gambling syndicate it organized along with the other U.K. Organizers by using its two licensed retail locations in Texas to print tickets for their bulk purchase scheme.

56. Lottery.com agreed to cooperate with the U.K. Organizers because the 5% commission earned from high-volume ticket sales would financially benefit Lottery.com, which was experiencing financial difficulties and had not sold a lottery ticket in Texas for almost a year.

57. To facilitate the scheme, Lottery.com contacted two of its former officers residing in Texas, DiMatteo and Dickinson, both of whom had previously considered purchasing all number combinations in a state lottery.

58. Lottery.com, AutoLotto, Inc, AltX Management LLC, DiMatteo, and Dickinson ultimately agreed to assist Bernard Marantelli, ColossusBets, Zeljko Ranogajec, and White Swan in organizing the bulk purchase of Lotto Texas tickets from their facilities in Texas.

59. To process millions of tickets within the 72-hour window between Lotto Texas draws, Lottery Now, Qawi and Quddus, Lottery.com and its subsidiaries AutoLotto, and AltX Management (hereinafter referred to collectively as the “Ticket Retailers”) were required to rapidly and significantly scale up their operations. Since lottery tickets can only be purchased and printed on state-issued lottery terminals, this posed a considerable physical and logistical challenge. Most lottery ticket retailers typically operate with just one or two of these machines, making such a large-scale operation impossible.

60. The Ticket Retailers addressed this issue by submitting emergency requests for additional lottery terminals and sufficient paper stock to print 2.58 million tickets.

61. Records indicate that Lottery.com’s subsidiary Autolotto, Inc. had not sold tickets for a number of months. However, on April 19, 2023, the day sales began for the April 22 Lotto

Texas draw, the company submitted an urgent request to the Texas Lottery Commission for 10 additional terminals.

62. On the same day, a Waco retailer operated by AltX Management LLC, also placed a rush order. It had sold almost no tickets in recent months but requested 5 additional terminals on an emergency basis.

63. Meanwhile, a third retailer in Colleyville, operated by Lottery Now, Inc., experienced a sudden increase in activity. Earlier that year, the store near Fort Worth had operated with only a single lottery terminal. As the April 22nd jackpot game drew closer, the retailer requested 12 additional terminals from the Texas Lottery Commission.

64. Upon information and belief, the Ticket Retailers provided their own employees to print tickets in that 72-hour period along with non-employee workers paid by the hour. Those non-employee hourly workers included Anthony DiMatteo, DiMatteo's wife, Ryan Dickinson, and two of Dickinson's children.

65. Upon information and belief, Bernard Marantelli, the co-founder and director of Colossus Bets, was physically present in Texas and participated in the ticket-printing operation as a representative of ColossusBets. A Lottery.com employee observed a group of individuals who entered the company's offices, identified themselves as representatives of ColossusBets, and participated in the printing of tickets. One individual from the group--described as tall--opened a laptop, connected a smartphone, and held the phone up to the barcode scanner on one of Lottery.com's terminals. He successfully printed four tickets containing a total of 40 combinations of numbers. After confirming the system worked, he gave a thumbs-up to the group, signaling the start of mass printing. Another Lottery.com employee observed that the non-employee hourly

workers assisting with the printing were paid in cash out of an envelope by one of the ColossusBets representatives.

66. Over the next 72 hours, using high-speed printers and iPads and/or smart phones loaded with QR codes provided by ColossusBets, the Ticket Retailers, their employees, their non-employee workers, Marantelli, and the other ColossusBets representatives printed millions of tickets representing nearly all of the 25.8 million possible number combinations.

67. In each of the four attempts to influence the selection of the winner of Lotto Texas drawings, the U.K. Organizers and the Ticket Retailers violated Texas law in the following ways:

a. According to 16 Tex. Admin. Code § 401.304 (b)(1)(F), plays for draw games may be entered using various approved methods, including QR codes. However, QR codes must be generated through the Texas Lottery Mobile Application, as officially approved by the Texas Lottery Commission. Under Texas law, tickets created by the Ticket Retailers using the custom-designed QR code-generating software provided by ColossusBets--an unapproved method--are deemed invalid and void.

b. According to 16 Tex. Admin. Code § 401.304(b)(1), “no hardware or software shall be connected to a Texas Lottery terminal, either directly or wirelessly, without the permission of the Texas Lottery Commission.” These defendants violated that provision by wirelessly connecting iPads and/or smart phones loaded with pdf images containing custom-designed QR codes to Texas Lottery terminals through the terminals’ barcode scanning devices. These defendants did not obtain permission to wirelessly connect their i-Pads or smart phones to Texas Lottery terminals.

c. According to 16 Tex. Gov't Code § 466.303, "a person who is not a sales agent or an employee of a sales agent commits an offense if the person intentionally or knowingly sells a ticket." The non-employee hourly workers hired by the Ticket Retailers as well as Marantelli and the other ColossusBets employees who participated in printing tickets all violated this law. Violations of this provision are a third-degree felony in Texas.

d. According to 16 Tex. Admin. Code § 401.304 (b)(3) "[d]raw game tickets shall be sold only at the location listed on each retailer's license from the commission. For purposes of this section, the sale of a draw game lottery ticket at the licensed location means a lottery transaction in which all elements of the sale between the retailer and the purchaser must take place at the retailer location using their terminal, including the exchange of consideration, the exchange of the playslip if one is used, and the exchange of the draw game ticket. No part of the sale may take place away from the terminal." These defendants violated this code provision because the purchaser(s) were not present at the licensed locations when the draw game tickets were printed. Furthermore, the consideration was not exchanged at the licensed location as required. Instead, the money used to pay for the tickets was wired, at the direction of the U.K. Organizers, from the Trowbridge Law Firm's client trust account to the Texas bank accounts of the Ticket Retailers, far from the licensed locations.

e. 16 Tex. Gov't Code § 401.304 (e)(1)(D) provides that to be a valid winning draw game ticket, "the ticket must have been issued by an authorized retailer in an authorized manner." The U.K. Organizers and the Ticket Retailers used an

unauthorized manner to issue the ticket made the basis of this lawsuit, including the use of unauthorized and counterfeit QR codes, unauthorized connection of devices to the lottery terminals, the use of non-employee workers to print tickets, and the processing of parts of the sale away from the retailers' locations. Accordingly, the allegedly "winning" ticket they printed for the April 22, 2023 Lotto Texas drawing was invalid as a matter of law.

f. 16 Tex. Gov't Code § 466.3054 provides that "[a] person commits an offense if, for financial gain, the person establishes or promotes a group purchase or pooling arrangement under which tickets are purchased on behalf of the group or pool and any prize is divided among the members of the group or pool, and the person intentionally or knowingly: (1)uses any part of the funds solicited or accepted for a purpose other than purchasing tickets on behalf of the group or pool; or (2)retains a share of any prize awarded as compensation for establishing or promoting the group purchase or pooling arrangement." An offense under this section is a felony of the third degree. On information and belief, ColossusBets used a group purchase or pooling arrangement to fund the purchase of Lotto Texas lottery tickets for the March 25, April 1, April 15, and April 22, 2023 drawings. Part of the funds solicited or accepted from the group were used by ColossusBets to pay non-employee hourly workers hired to print tickets at the Ticket Retailers retail locations in Texas. Part of the funds were kept by Lottery.com to pay its debts unrelated to the bulk purchase scheme. Additional funds were retained by ColossusBets as compensation for establishing or

promoting the group purchase or pooling arrangement. An offense under this section is a felony of the third degree.

g. 16 Tex. Gov't Code § 466.307 provides that “[a] person commits an offense if the person intentionally or knowingly influences or attempts to influence the selection of the winner of a lottery game. (b) An offense under this section is a felony of the third degree unless it is shown on the trial of the offense that a prize in the game influenced or attempted to be influenced is greater than \$10,000, in which event the offense is a felony of the second degree.” The U.K. Organizers and the Ticket Retailers violated this provision by using multiple illegal means to influence the selection of the winner of the jackpot in the March 25, April 1, April 15, and April 22, 2023 drawings.

68. The advertised jackpot for the April 22, 2023, Lotto Texas drawing was originally \$74 million, but because of the large number of tickets purchased by The U.K. Organizers and printed by the Ticket Retailers, the jackpot quickly grew to \$83 million and then \$95 million. Only one ticket matched all six (6) winning numbers in the Lotto Texas game of April 22, 2023: 3, 5, 18, 29, 30, and 52. The “winning” \$95 million ticket was one of the tickets generated through the U.K Organizers and the Ticket Retailers’ illegal game rigging scheme.

69. Several events were automatically triggered when the lottery’s computer system received notification that a ticket was sold matching all six (6) winning numbers. First, the existing roll cycle (hereinafter “Original Roll Cycle”) immediately ended, and a new roll cycle with a greatly reduced jackpot (hereinafter “Reduced Roll Cycle”) began. That directly and proximately caused all lottery players, including Plaintiff, to lose the economic opportunity to play for the high jackpot that had accumulated during the Original Roll Cycle. Second, the jackpot in the new

Reduced Roll Cycle was reduced to the base level of \$5 million from the \$95 million in the Original Roll Cycle. Third, the \$55,941,093 accumulated in the Lotto Jackpot Pool account during the Original Roll Cycle was set aside and reserved for the benefit of the unknown “winner” of the April 22nd jackpot. This depleted the Lotto Jackpot Pool account which needed to be refreshed by ticket sales in the new Reduced Roll Cycle to fund the base level advertised \$5 million jackpot for the next drawing on April 24, 2023.

70. On information and belief, the U.K. Organizers provided the “winning” jackpot ticket to Rook TX LP. On June 27, 2023, New Jersey attorney Glenn Gelband presented the “winning” \$95 million ticket printed by the U.K. Organizers and the Ticket Retailers to Texas Lottery authorities and collected the April 22nd jackpot. Gelband, acting on behalf of Rook GP LLC, filled out and signed a Texas Lottery Winner Claim Form designed for use by entities claiming prizes of \$1 million or more. On the form, Gelband identified the winning entity as Rook TX LP. Gelband populated the claim form and signed the claim form as the General Partner of Rook TX LP in two places but endorsed the ticket as “Glenn Gelband, solely in his capacity as the Managing Member of Rook GP LLC, a Delaware limited liability company, which is the General Partner of Rook TX LP, a Delaware limited partnership, on behalf of Rook TX LP.”

71. At the time they printed the ticket, the U.K Organizers rejected the annuity option under which the \$95 million jackpot would have been paid out over 30 years in annual installments. Instead, The U.K Organizers opted for a reduced one-time lump sum cash payment of \$57,804,374. That amount was the investment cost for purchasing a 30-year annuity. It exceeded the \$55,941,093 that had been accumulated in the Jackpot Pool Account from ticket sales. Because the jackpot winner is entitled to the greater of the annuity investment cost or the amount in the

Jackpot Pool Account, the State of Texas had to pay an additional \$1,863,281 to make up the difference and the greater amount, \$57,804,374, was paid to Rook TX LP.

72. The U.K. Organizers' illegal group purchase scheme resulted in Rook TX LP cashing in the following tickets for the April 22nd drawing:

Match 6	1 ticket at \$95,000,000	\$57,804,374 (lump sum)
Match 5	288 tickets at \$2,015 each	\$580,320
Match 4	16,925 tickets at \$50 each	\$846,250
Match 3	377,360 tickets at \$3 each	\$1,033,086
<u>Total Won</u>		<u>\$60,264,030</u>

73. On information and belief, immediately following their receipt of the \$60,264,030 in Lotto Texas prizes, Rook TX LP and Rook GP LLC wired much of the money to accounts owned or controlled by the U.K. Organizers.

74. By rigging the game through unlawful means to guarantee a winning ticket, the U.K. Organizers and the Ticket Retailers violated Texas Gov't Code §466.307 which prohibits a person from intentionally or knowingly influencing or attempting to influence the selection of the winner of a lottery game. A violation of §466.307 is a second-degree felony.

75. On information and belief, Defendants made a fifth attempt at an illegal bulk purchase of Lotto Texas lottery tickets after the April 22nd drawing. This fifth attempt was the subject of testimony by the Executive Director of the Texas Lottery during a Texas Senate hearing. Defendants' efforts to conduct a fifth illegal bulk purchase were foiled by new procedures put in place by the Texas Lottery Commission.

76. On information and belief, ColossusBets also communicated to Lottery.com that it planned to conduct similar operations in the future to influence the selection of lottery winners in Texas as well as in other states, including Tennessee and Indiana.

77. The funds raised by ColossusBets from the betting pool or syndicate it organized were supposed to pay for Lotto Texas tickets. Instead, some of the funds were used by Lottery.com to pay its own debts. Part of the funds were used by ColossusBets to pay the expenses of the bulk purchase scheme. Additional funds were kept by ColossusBets as its customary commission. All of these expenditures out of the money raised from the betting pool violate Tex. Gov't Code § 466.3054 (Establishment or promotion of unlawful group purchase or pooling arrangement).

78. Between April 22 and May 17, 2023, no ticket matched all six numbers in any Lotto Texas drawing during the new Reduced Roll Cycle. Following each unsuccessful drawing, the Texas Comptroller increased the balance of the Lotto Jackpot Pool account to reflect the additional ticket sale revenues and to support the rising advertised jackpot, which continued to roll over and grow after each draw.

79. Plaintiff Jerry Reed, like millions of other Texans, regularly played Lotto Texas using the same combination of numbers that he and his wife, Melissa, had used for many years.

80. On May 17, 2023, Jerry Reed used that same combination of numbers and finally won the Lotto Texas jackpot, which had grown during the new Reduced Roll Cycle from a base of \$5 million to \$7.5 million after several rounds without a winner. Jerry Reed was the only winner of the May 17th Lotto Texas drawing. Tragically, Jerry's wife Melissa passed away the previous August and did not live long enough to see their years of dedication to the lottery rewarded. Jerry elected the 30-year annuity rather than the lump sum and now receives an annual payment of \$250,000 per year.

81. If the U.K. Organizers and the Ticket Retailers had not perpetrated their illegal bulk purchase and game-rigging scheme in connection with the April 22nd drawing, the following would have happened:

- a. Because no other ticket matched the six winning numbers for the April 22, 2023, drawing, the Original Roll Cycle would have continued as a matter of course.
- b. The \$55,941,093 accumulated in the Lotto Jackpot Pool account would have remained untouched and would have been held by the state for the benefit of the next legitimate jackpot winner Jerry Reed.
- c. The advertised jackpot for April 22, 2023, would have remained at \$74 million and would not have inflated to \$95 million but for the approximately \$25 million in ticket sales attributable to The U.K Organizers.
- d. Since no valid jackpot-winning tickets were sold between the April 22nd and May 17th drawings, the advertised jackpot would have rolled over continuously, increasing with each drawing, and ultimately, based on historical ticket sales, would have reached \$88 million by the time of the May 17, 2023, Lotto Texas drawing won by Jerry Reed.
- e. As the sole legitimate jackpot winner on May 17, Jerry Reed would have received, at his election, either a 30-year annuity totaling \$88 million or a lump-sum payment of \$52,691,836 the amount needed to fund an annuity for \$88 million.
- f. Even accounting for increased ticket sales that would have been driven by the higher advertised jackpot between April 22 and the May 17th drawing,

historical sales data show that any such increase would have been minimal, and the statistical likelihood of a winning ticket being sold between April 22 and May 17 or for a second person also selecting the six winning numbers on May 17 and thereby sharing the jackpot with Reed would have been in the low single digit range.

82. The Defendants' illegal bulk purchase scheme has reverberated throughout the Texas government. Texas Lieutenant Governor Dan Patrick described the Defendants' conduct in the April 22, 2023, Lotto Texas drawing as "the biggest theft from the people of Texas in the state's history." On February 12, 2025, Governor Greg Abbott publicly confirmed that the drawing is under criminal investigation by the Texas Rangers, stating: "Texans must be able to trust in our state's lottery system and know that the lottery is conducted with integrity and lawfully." In the wake of legislative investigations, the Executive Director of the Texas Lottery resigned, and the Texas Legislature subsequently abolished the Texas Lottery Commission.

83. The game-rigging scheme was ostensibly designed to guarantee that the U.K. Organizers would win the \$95 million lottery jackpot. The true object was likely more sinister. As Texas State Senator Paul Bettencourt declared in a recent hearing, "This is a 99% probability of money laundering." The Chairman of the Texas Lottery Commission ("TLC"), Robert Rivera, agreed that "[i]t does sound like money laundering." TLC Commissioner Clark E. Smith likewise stated, "[i]t seems to me to be an indication of money laundering....I can see it being a strong indication of money laundering".

84. Plaintiff expressly disclaims any allegation, legal theory, or request for relief that requires this Court to interpret, apply, or enforce the governance, internal affairs, or governing documents of any Defendant entity. Plaintiff does not seek a declaration regarding the authority of

any governing person, the validity or effective date of any certificate of formation or partnership agreement, or the compliance of any Defendant with its internal governance provisions. This action is brought solely to recover for external statutory and common law violations that proximately caused Plaintiff harm as a member of the public participating in the Texas Lottery system.

VIII. CAUSES OF ACTION

COUNT ONE – EQUITABLE RECOVERY: MONEY HAD AND RECEIVED

85. Plaintiff incorporates all preceding paragraphs and further alleges:

A. Defendants Received or Possess Money.

86. Defendant Rook TX LP and its general partner, Rook GP LLC, received \$57,804,374 from the State of Texas when they presented the claim ticket for the April 22, 2023 Lotto Texas jackpot. Rook TX LP and Rook GP LLC paid nothing for that ticket and therefore had no equitable or legal right to the jackpot proceeds. On information and belief, millions of dollars of this money were almost immediately wired by these defendants to a client trust account at the Trowbridge Law Firm in Detroit. From there, the funds were sent from one or more U.S. financial institutions to an account in the Isle of Man owned or controlled by the U.K. Organizers.

B. Plaintiff is entitled to the money in equity and good conscience.

87. The U.K. Organizers and Ticket Retailers used counterfeit QR codes and other unlawful methods to print a ticket matching all six winning numbers for the April 22, 2023 Lotto Texas drawing. These acts violated state law and administrative rules, rendered the ticket void, and caused the Texas Lottery Commission to prematurely end the Original Roll Cycle and disburse jackpot funds to Rook TX LP and Rook GP LLC.

88. Rook TX LP and Rook GP LLC redeemed that invalid ticket, received the jackpot funds, and promptly transferred most of the proceeds to the U.K. Organizers.

89. As a result, the Rook defendants and the U.K. Organizers obtained \$57,804,374 from the Original Roll Cycle's Lotto Texas Jackpot Pool account. Without this unlawful claim, the April 22 drawing would have had no valid winner, the Original Roll Cycle would have continued, and the jackpot and prize pool would have grown until Plaintiff's legitimate win on May 17, 2023.

90. Because of the April 22 payout, the May 17 jackpot was reduced to \$7.5 million instead of the \$88 million it would have been under Lotto Texas rollover procedures. Plaintiff received an annuity based on the reduced jackpot, losing more than \$52 million in present-value terms.

91. The \$52,691,836 that would have been paid to Plaintiff was improperly diverted based on the invalid April 22 ticket. In equity and good conscience, those funds belong to Plaintiff, not to defendants who obtained or benefitted from them.

92. The U.K. Organizers and Rook defendants have no legal or equitable right to the funds they received. Their acquisition of the jackpot proceeds was based on an invalid ticket obtained through unlawful means, and their retention of those funds constitutes unjust enrichment.

93. The U.K. Organizers come to this Court with unclean hands. They and their agents, the Ticket Retailers, used counterfeit QR codes and other prohibited methods to induce the disbursement of lottery funds. A party who obtains funds through deceit or violation of law cannot retain those funds in good conscience.

94. The Rook defendants knowingly redeemed an invalid ticket and accepted the jackpot proceeds despite having paid nothing for the ticket, further underscoring their lack of equitable or legal entitlement.

95. Plaintiff is entitled to recover these funds under the doctrine of money had and received, which applies when a party receives or holds money that in equity and good conscience belongs to another. This claim is asserted against all defendants who directly or indirectly received or benefitted from the April 22 jackpot funds, including initial recipients, downstream transferees, and beneficiaries of the distributions described above.

96. Plaintiff prays for judgment against the U.K. Organizers, Rook TX LP, Rook GP LLC, and any person or entity who received funds from the April 22 jackpot, for restitution of the wrongfully retained funds in an amount to be determined at trial but not less than \$52,691,836, together with prejudgment and post-judgment interest, costs of suit, and all other relief to which Plaintiff is entitled at law or in equity.

COUNT TWO – NEGLIGENCE PER SE

97. Plaintiff incorporates all preceding paragraphs and further alleges as follows:

A. Violation of a Statute or Regulation

98. The U.K. Organizers, the Ticket Retailers, DiMatteo, and Dickinson violated multiple provisions of Texas law and administrative regulations, including:

- 16 Tex. Admin. Code § 401.304(b)(1)(F) (Use of unapproved and counterfeit QR codes);
- 16 Tex. Admin. Code § 401.304(b)(1) (Connecting hardware and software to a Texas Lottery Terminal without permission);

- 16 Tex. Admin. Code § 401.304(b)(1) (Sale of tickets by unauthorized persons);
- 16 Tex. Admin. Code § 401.304(b)(3) (Exchange of consideration at place other than retailer location);
- 16 Tex. Admin. Code § 401.304(e)(1)(D) (Issuance of ticket in unauthorized manner);
- Tex. Gov't Code § 466.3054 (Establishment or promotion of unlawful group purchase or pooling arrangement);
- Tex. Gov't Code § 466.307 (Knowingly or intentionally influencing or attempting to influence the selection of a lottery winner.)

B. Statutes Designed to Protect a Class of Persons.

99. The statutes and rules cited above were enacted to protect a distinct class of persons: Texas lottery participants--a class of persons that includes Plaintiff. The express legislative purpose behind these provisions is “to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery.” These statutory and administrative provisions are designed to protect honest players from manipulation or fraudulent conduct that would compromise their opportunity to win. As Texas Governor Abbott emphasized in his press release announcing an investigation of Defendants’ actions, “Texans must be able to trust in our state's lottery system and know that the lottery is conducted with integrity and lawfully.”

C. Statutes Intended to Prevent the Type of Injury Suffered

100. The statutes and administrative code provisions referenced herein were specifically designed to preserve the honesty and integrity of the lottery system and to prevent the very type of injury suffered by Plaintiff: the loss of a rightful jackpot due to manipulation of the lottery outcome

through methods explicitly prohibited by law. The Texas Lottery's roll-over structure depends on valid drawings and the sale of legitimate winning tickets to ensure that the Jackpot Prize Pool accumulates until a lawful claim is made. By inducing the premature termination of the Original Roll Cycle through unlawful means namely, the generation and use of counterfeit QR codes and other prohibited methods the U.K. Organizers, the Ticket Retailers, DiMatteo, and Dickinson caused a diversion of funds that would otherwise have remained available in the Jackpot Prize Pool. As a direct and foreseeable result, Plaintiff, who purchased a valid winning ticket during the subsequent drawing, was deprived of the full amount to which he would have been entitled.

D. Breach and Causation.

101. These defendants' violations of applicable statutes and administrative rules constitute breaches of the legal standard of care as a matter of law. Their unlawful conduct proximately caused Plaintiff's injury by prematurely ending the April 22, 2023 Original Roll Cycle and triggering the unauthorized disbursement of Jackpot Prize Pool funds. But for these statutory violations, the drawing on April 22 would have yielded no valid winner, and the jackpot would have continued to accumulate. As a result of these defendants' misconduct, Plaintiff who purchased a valid winning ticket for the May 17, 2023 drawing received only \$7.5 million, instead of the estimated \$88 million annuity (or \$52.6 million lump sum) he otherwise would have won.

E. Damages.

102. As a direct and proximate result of these defendants' statutory violations, Plaintiff suffered actual and measurable economic damages in the form of diminished lottery winnings. His loss is not speculative; it is quantifiable and directly traceable to the premature termination of the Original Roll Cycle and the resulting depletion of the Jackpot Prize Pool caused by the unlawful printing of an invalid ticket.

COUNT THREE –TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS

103. Plaintiff incorporates by reference the factual allegations set forth above.

A. Reasonable Probability of a Business Relationship

104. There was a reasonable probability that Plaintiff would have entered into a business relationship with the Texas Lottery Commission on May 17, 2023, by purchasing a Lotto Texas ticket under the terms of the roll cycle in effect at the time of the April 22, 2023 drawing (hereinafter the “Original Roll Cycle”).

105. Under Texas law and administrative regulation, the Lotto Texas roll cycle continues until a winning ticket matching all six numbers is sold. After each draw in which no such ticket is sold, the advertised jackpot increases, and the proceeds from ticket sales are deposited into the Lotto Texas Jackpot Pool, which is held for the benefit of the next legitimate jackpot winner.

106. As of April 22, 2023, the Original Roll Cycle had experienced 93 consecutive draws without a winner, and the Lotto Texas Jackpot Pool had grown to \$55,941,093. Plaintiff purchased tickets in every draw throughout the Original Roll Cycle using the same combination of numbers, and he continued doing so in every draw conducted after April 22, 2023.

107. The U.K Organizers, The Ticket Retailers, DiMatteo, and Dickinson used unlawful means to generate and print an invalid ticket for the April 22, 2023 drawing. The printing of that ticket automatically triggered the premature termination of the Original Roll Cycle and the creation of a new roll cycle (hereinafter the “Reduced Roll Cycle”) with a reset, substantially smaller jackpot. The April 22nd ticket printed by these defendants was the only ticket to have matched all six winning numbers for that drawing. No other jackpot-winning tickets were sold in the draws between April 22 and May 17.

108. But for these defendants' interference, Plaintiff would have purchased a ticket for the May 17, 2023 drawing under the terms of the Original Roll Cycle. Because the six-number combination on his ticket matched all six winning numbers drawn on May 17, and because there were no intervening winning tickets, Plaintiff alleges that there was a reasonable probability he would have been the winning participant under the terms of the Original Roll Cycle.

109. The purchase of a Lotto Texas ticket constitutes, by statute and longstanding Commission practice, a unilateral contract between the player and the Texas Lottery Commission. Plaintiff alleges that, but for Defendants' unlawful conduct, there was a reasonable probability that he would have entered into such a contract on May 17, 2023, under the terms of the Original Roll Cycle. Based on his consistent participation, his regular use of the winning number combination, the statistical improbability of another winner in the interim, and the draw results from the May 17th draw, Plaintiff alleges that he would have been the winning ticket holder entitled to the larger jackpot that existed under the terms of the Original Roll Cycle.

B. Intentional Interference by Defendants

110. The U.K Organizers, The Ticket Retailers, DiMatteo, and Dickinson intentionally interfered with Plaintiff's prospective business relationship with the Texas Lottery Commission by deliberately causing a premature and unlawful termination of the Original Roll Cycle.

111. Specifically, these defendants conspired to and did generate the printing of a Lotto Texas ticket for the April 22, 2023 drawing using means that were unlawful, invalid, and unauthorized under the Texas Lottery Act and applicable regulations. These methods included, but were not limited to, the use of counterfeit or unauthorized QR codes, the connection of non-approved equipment to official lottery terminals, and the operation of an unlawful ticket pooling or syndicate scheme not permitted under Commission rules.

112. By printing this invalid ticket, Defendants caused the Texas Lottery Commission to mistakenly treat the printing of the ticket as the sale of a legitimate winning ticket, thereby triggering the immediate termination of the Original Roll Cycle and the immediate reduction of the advertised jackpot to a lower baseline amount in a new Reduced Roll Cycle.

113. At the time they engaged in this conduct, the defendants knew or should have known that their actions would interfere with the ability of players, including Plaintiff, to purchase tickets in future drawings under the Original Roll Cycle and under the rules and jackpot terms that had been in effect for 93 prior drawings. These defendants further knew that their interference would cause the removal and distribution of \$55,941,093 from the Lotto Texas Jackpot Pool, which was held in trust for the benefit of the next legitimate winner.

114. This interference was not accidental, incidental, or negligent. It was undertaken deliberately, with full awareness of its impact, and for the purpose of wrongfully diverting the jackpot proceeds for their own benefit to the exclusion of lawful participants such as Plaintiff.

C. Independently Tortious or Unlawful Conduct

115. Defendants' conduct, as described above, was independently tortious or unlawful, separate and apart from the interference itself.

116. Defendants violated provisions of the Texas Lottery Act and the Texas Administrative Code by generating and submitting a Lotto Texas ticket through methods expressly prohibited by law and Commission regulations. These included but were not limited to: (1) the use of unapproved counterfeit QR codes to simulate legitimate QR codes generated by the official Texas Lottery App, (2) the unauthorized connection of third-party devices or software to official lottery terminals, (2) the use of non-employee hourly workers to print tickets, and (3) participation in or facilitation of an illegal betting pool or syndicate arrangement.

117. This conduct also constitutes common law fraud, as Defendants knowingly made false representations through the use of counterfeit QR codes designed to mimic official QR codes for the purpose of inducing the Texas Lottery Commission to act to their benefit and to the detriment of others, including Plaintiff. The Commission relied on those misrepresentations by recognizing the printing of the ticket as the sale of a valid winning ticket and therefore terminating the Original Roll Cycle.

118. Finally, the coordinated nature of the unlawful conduct supports a claim for civil conspiracy between the U.K Organizers, The Ticket Retailers, DiMatteo, and Dickinson, as two or more parties acted in concert with the intent to accomplish an unlawful purpose or to accomplish a lawful purpose by unlawful means, resulting in harm to Plaintiff.

D. Proximate Cause of Injury

119. These defendants' unlawful actions were the direct and foreseeable cause of Plaintiff's injury. By using prohibited and deceptive methods to generate and print an invalid ticket for the April 22, 2023 drawing, these defendants wrongfully triggered the termination of the Original Roll Cycle and caused the commencement of a new Reduced Roll Cycle with a substantially smaller jackpot.

120. As a result of this premature termination, Plaintiff was prevented from entering into a contract with the Texas Lottery Commission on May 17, 2023, under the terms and jackpot conditions of the Original Roll Cycle. Although Plaintiff's ticket for the May 17 drawing matched all six winning numbers, the prize he received was calculated based on the terms of the Reduced Roll Cycle, not the significantly larger jackpot available under the terms of the Original Roll Cycle.

121. The interference by these defendants directly caused the change in governing prize terms, and it was reasonably foreseeable that inducing the early end of a roll cycle through

unlawful means would harm lawful participants like Plaintiff by depriving them of the opportunity to compete for the larger prize. Plaintiff's injury the loss of the increased jackpot value was the natural and probable consequence of these defendants' conduct.

E. Damages

122. Plaintiff suffered actual, concrete damages as a result of the intentional interference by these defendants. He purchased a Lotto Texas ticket for the May 17, 2023 drawing using the same six-number combination he had consistently played during prior drawings in the Original Roll Cycle. His May 17 ticket matched all six winning numbers.

123. Had the Original Roll Cycle continued as it lawfully should have in the absence of a valid winning ticket on April 22, 2023 Plaintiff's winning ticket would have been governed by the terms of that cycle, entitling him to claim the full jackpot that had accumulated over the consecutive non-winning draws of the Original Roll Cycle. Because these defendants' unlawful conduct prematurely terminated the Original Roll Cycle, Plaintiff's winning ticket was instead subject to the lower jackpot terms of the Reduced Roll Cycle.

124. As a direct result of this interference, Plaintiff received a substantially smaller prize than he would have received under the Original Roll Cycle. Plaintiff therefore seeks actual damages equal to the difference between the prize awarded under the Reduced Roll Cycle and the amount he would have received from the Lotto Texas Jackpot Pool under the terms of the Original Roll Cycle had it not been unlawfully interfered with by these defendants.

COUNT FOUR – CONSPIRACY

125. Plaintiff incorporates all preceding paragraphs and further alleges:

126. Under Texas law, the elements of civil conspiracy are: (1) two or more persons; (2) an object to be accomplished either an unlawful purpose or a lawful purpose by unlawful means; (3) a meeting of the minds on the object or course of action; (4) one or more unlawful, overt acts in furtherance of the object; and (5) damages as a proximate result.

127. The defendants listed below knowingly combined and agreed with one another to accomplish the unlawful objective of knowingly or intentionally influencing or attempting to influence the selection of a lottery winner for the April 22, 2023 Lotto Texas drawing, or alternatively, to accomplish the lawful purchase of lottery tickets by unlawful means, including the use of counterfeit QR codes, unauthorized connections to Texas Lottery terminals, and the establishment of illegal group purchase pools.

128. In furtherance of the conspiracy, each of these defendants committed overt acts, including but not limited to:

- **Bernard Marantelli** – Obtained Lottery.com’s assistance to print tickets in Texas, traveled to Texas, personally connected an unauthorized device to a lottery terminal, initiated the mass printing of tickets using counterfeit QR codes, and signaled others to begin production.
- **Zeljko Ranogajec a/k/a John Wilson** – Provided the majority of funding for the illegal bulk-purchase scheme and shared in the profits derived from the April 22 jackpot.
- **ColossusBets Limited** – Hired Spinola Gaming to design software to generate counterfeit QR codes, organized the betting pool, transferred funds for illegal ticket purchases, provided the counterfeit QR codes to the Ticket Retailers, and paid non-employee workers to print tickets.

- **White Swan Data Limited** – Supplied number combinations statistically most likely to win, coordinated with Texas retailers, and directed the use of the counterfeit QR codes.
- **Lottery.com, Inc.** – Through its control of licensed retailers, agreed to print tickets using counterfeit QR codes and requested additional lottery terminals to execute the scheme.
- **AutoLotto, Inc.** – Provided facilities, terminals, and personnel for mass printing of tickets using unauthorized devices, participated in ticket printing using counterfeit QR codes, employed non-employee workers to assist in the printing, and requested additional lottery terminals to execute the scheme.
- **AltX Management, LLC** – Provided facilities, terminals, and personnel for mass printing of tickets using unauthorized devices, participated in ticket printing using counterfeit QR codes, employed non-employee workers to assist in the printing, and requested additional lottery terminals to execute the scheme.
- **Lottery Now, Inc.** – Provided facilities, terminals, and personnel for mass printing of tickets using unauthorized devices, participated in ticket printing using counterfeit QR codes, employed non-employee workers to assist in the printing, and requested additional lottery terminals to execute the scheme.
- **Qawi and Quddus, Inc.** – Provided facilities, terminals, and personnel for mass printing of tickets using unauthorized devices, participated in ticket printing using counterfeit QR codes, employed non-employee workers to assist in the printing, and requested additional lottery terminals to execute the scheme.

- **Lawrence Anthony “Tony” DiMatteo III** – Assisted in ticket printing as a non-employee worker, coordinated with others to facilitate the scheme. Recruited his wife to participate.
- **Ryan Dickinson** – Assisted in ticket printing as a non-employee worker, recruited family members to participate.

129. As a direct and proximate result of Defendants’ agreement and overt acts, Plaintiff sustained damages in the form of a materially reduced Lotto Texas jackpot. Defendants are jointly and severally liable for all damages caused by their concerted conduct.

130. Plaintiff will prove these elements by clear and convincing evidence, as required by § 41.003(a). The egregious nature of Defendants’ conduct justifies the imposition of exemplary damages to punish and deter similar misconduct. Accordingly, Plaintiff seeks exemplary damages in an amount to be determined by the trier of fact.

IX. PRAYER FOR RELIEF

131. For these reasons, Plaintiff asks that the Court issue citation for Defendants to appear and answer, and that Plaintiff be awarded a judgment against Defendants for the following:

- a. Actual damages.
- b. Prejudgment and post judgment interest.
- c. Attorney’s fees and Court costs.
- d. All other relief to which Plaintiff is entitled.

X. JURY DEMAND

132. Plaintiff demands a trial by jury on all issues triable as of right.

Respectfully submitted,
LAGARDE LAW FIRM, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing instrument on opposing counsel on August 5, 2025, as follows:

By electronic service.

/s/ Richard L. LaGarde
Richard L. LaGarde

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Richard LaGarde on behalf of Richard LaGarde

Bar No. 11819550

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Filing Code Description: Amended Filing

Filing Description: Plaintiff's Fourth Amended Petition

Status as of 8/5/2025 9:39 AM CST

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Richard LaGarde on behalf of Richard LaGarde

Bar No. 11819550

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Status as of 8/5/2025 9:39 AM CST

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